

**PHILIPPINE  
PORTS  
AUTHORITY**



**REPAIR/REPLACEMENT OF DAMAGED MOORING  
AND FENDERING SYSTEM  
(NRP-NOS-03-19)**

**PORT OF BULADO, GUIHULNGAN CITY**

**BIDDING DOCUMENTS**

**Engineering Services Division  
CY 2019**

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***Section I. Invitation to Bid***



**Invitation to Bid**

**For**

***REPAIR/REPLACEMENT OF DAMAGED MOORING AND FENDERING SYSTEM,  
PORT OF BULADO, GUIHULNGAN CITY***

***(NRP-NOS-03-19)***

1. The *Philippine Ports Authority, Port Management Office of Negros Oriental/Siquijor* through the *Corporate Budget of the Authority for CY 2019* intends to apply the sum of **₱ 12,871,038.47** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Repair/Replacement of Damaged Mooring and Fendering System, Port of Bulado, Guihulngan City (NRP-NOS-03-19)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PPA, PMO-NOS* now invites bids for ***Repair/Replacement of Damaged Mooring and Fendering System, Port of Bulado, Guihulngan City (NRP-NOS-03-19)***. Completion of the Works is required for ***One Hundred Fifty (150) Calendar Days***. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
9. Section II. Instructions to Bidders.
10. 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 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from *PPA, PMO-NOS* and inspect the Bidding Documents at the address given below from ***8:00 am – 5:00 pm, Monday to Friday***.
5. A complete set of Bidding Documents may be acquired by interested bidders on *September 10, 2019* from the address 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 ₱ 15,000.00*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The PPA, PMO-NO/S will hold a Pre-Bid Conference on *September 24, 2019; 10:00 am* at *Philippine Ports Authority, PMO-NO/S Conference Room, Robinsons Townville, Perdices Street, Dumaguete City* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *October 10, 2019; 09:30 am*. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on *October 10, 2019; 10:00 am* at *Philippine Ports Authority, PMO-NO/S Conference Room, Robinsons Townville, Perdices Street, Dumaguete City*. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. Minimum Equipment Requirements:

1 unit	Demolition Hammer	-	Owned
1 unit	Concrete Cutter	-	Owned
1 unit	Boom Truck (5T)	-	Owned
1 unit	Chipping Hammer	-	Owned
1 unit	One-Bagger Concrete Mixer	-	Owned
1 unit	Concrete Vibrator	-	Owned
1 unit	Welding Machine (300 amp.)	-	Owned

Required PCAB Registration: Small B – Port, Harbor and Offshore Engineering

9. The PPA, PMO-NO/S 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

***Engr. JOEL S. LARENA***  
*Head, BAC-EP Secretariat*  
*Philippine Ports Authority,*  
*PMO-Negros Oriental/Siquijor,*  
*Robinsons Townville, Perdices Street,*  
*Dumaguete City*  
*Tel. No. (035) 527-2079*  
*Email: esd.dum@gmail.com*

**(Sgd.) Atty. JENLYN B. MEDIANA-ARENASA**  
 Chairperson, BAC

Noted:

**(Sgd.) Atty. SARAH R. MIJARES**  
Port Manager

## ***Section II. Instructions to Bidders***

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## A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in
- 1.2.
- 1.3.
- 1.4.
- 1.5. Section VI. Technical Specifications.
- 1.6. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.7. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

### 2. Source of Funds

The Procuring Entity has a budget or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

### 3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws

on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

#### **4. Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or

affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## **5. Eligible Bidders**

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines.
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based

on the contributions of each of the members of the joint venture as specified in their JVA.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) 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 Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.  
  
(b) 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 **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.}$$

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

## **6. Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).

6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of

appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.



- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods and Services**

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

### **B. Contents of Bidding Documents**

## **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

## **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other

than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

## **12. Documents Comprising the Bid: Eligibility and Technical Components**

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;

- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (ii) Project Requirements, which shall include the following:
  - (ii.1) Organizational chart for the contract to be bid;
  - (ii.2) List of contractor's 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. These personnel must meet the required minimum years of experience set in the **BDS**; and

- (ii.3) 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, which must meet the minimum requirements for the contract set in the **BDS**; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

### **13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
  - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
  - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
  - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
  - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
  - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

## **14. Alternative Bids**

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. 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.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may

be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its



forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
  - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
  - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
  - (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

## **19. Format and Signing of Bids**

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ - FINANCIAL COMPONENT” and

the outer envelope as “COPY NO. \_\_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

#### **D. Submission and Opening of Bids**

#### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

#### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder’s name, its representative and the time the late bid was submitted.

#### **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally

sealed and properly identified in accordance with Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each

complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
  - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
  - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

### **26. Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

### **27. Detailed Evaluation and Comparison of Bids**

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this

regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

## **28. Post Qualification**

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **29. Reservation Clause**

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as



ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
    - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 32;
  - (c) Signing of the contract as provided in **ITB** Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

<p><i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### **33. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

### **34. Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

### ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Philippine Ports Authority, PMO-Negros Oriental/Siquijor</i>.</p> <p>The name of the Contract is <i>Repair/Replacement of Damaged Mooring and Fendering System, Port of Bulado, Guihulngan City</i>.</p> <p>The identification number of the Contract is <i>NRP-NOS-03-19</i>.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through <i>Corporate Budget for the contract approved by the governing Boards for CY 2019</i> in the amount of <b>₱ 12,871,038.47</b>.</p> <p>The name of the Project is <i>Repair/Replacement of Damaged Mooring and Fendering System, Port of Bulado, Guihulngan City (NRP-NOS-03-19)</i>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	<p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work.</p> <p>1.0 General Expenses</p> <p style="padding-left: 40px;">1.1 Mobilization/Demobilization</p> <p style="padding-left: 40px;">1.2 Provide construction safety and health program in the execution of the project</p> <p>2.0 Removal, Demolition and Disposal</p> <p style="padding-left: 40px;">2.1 Demolition of damaged mooring block as identified in the plans</p> <p style="padding-left: 40px;">2.2 Remove and turn over to authority damaged rubber dock fender</p> <p style="padding-left: 40px;">2.3 Chipping of existing fender blocks for installation of anchor bolts of RDFs</p>

	<p>3.0 Repair of Mooring and Fender Blocks</p> <p>3.1 Supply and place 3,500 psi concrete for mooring block</p> <p>3.2 Supply and place 3,500 psi concrete for restoration of chipped concrete of fender block</p> <p>3.3 Supply and place structural epoxy bonding agent for old and new concrete</p> <p>4.0 Mooring and Fendering System</p> <p>4.1 Supply and deliver to site rubber dock fender (V600H x 1500L) incl. accessories</p> <p>4.2 Install rubber dock fender (V600H x 1500L) incl. accessories</p> <p>4.3 Remove and reinstall mooring bollard (35T, T-Head) incl. accessories</p>									
8.1	Subcontracting is not allowed.									
8.2	Not applicable.									
9.1	The Procuring Entity will hold a pre-bid conference for this Project on <i>September 24, 2019; 10:00 am at Philippine Ports Authority, Conference Room, 2<sup>nd</sup> Floor, Robinsons Townville, Perdices Street, Dumaguete City.</i>									
10.1	<p>The Procuring Entity's address is:</p> <p><i>Robinsons Townville, 2<sup>nd</sup> Floor, Perdices Street, Dumaguete City</i></p> <p style="text-align: center;"><b>Atty. SARAH R. MIJARES</b>  <i>Port Manager</i>  (035) 527-2079</p>									
10.4	No further instructions.									
12.1	No further instructions.									
12.1(a)(iii)	No further instructions.									
12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: left;"><u>General Experience</u></th> <th style="text-align: left;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>5 years minimum</td> <td>5 years minimum</td> </tr> <tr> <td>Project Engineer</td> <td>3 years minimum</td> <td>3 years minimum</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	5 years minimum	5 years minimum	Project Engineer	3 years minimum	3 years minimum
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>								
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Project Engineer	3 years minimum	3 years minimum								

	<table> <tr> <td>Materials Engineer 1</td> <td>1 year minimum</td> <td>1 year minimum</td> </tr> <tr> <td>Safety &amp; Health Officer</td> <td>1 year minimum</td> <td>1 year minimum</td> </tr> <tr> <td>Foreman</td> <td>5 years minimum</td> <td>5 years minimum</td> </tr> </table>	Materials Engineer 1	1 year minimum	1 year minimum	Safety & Health Officer	1 year minimum	1 year minimum	Foreman	5 years minimum	5 years minimum															
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12.1(b)(iii.3)	<p>The minimum major equipment requirements are the following:</p> <table> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Demolition Hammer</td> <td></td> <td>1 unit</td> </tr> <tr> <td>Concrete Cutter</td> <td></td> <td>1 unit</td> </tr> <tr> <td>Boom Truck</td> <td>5T</td> <td>1 unit</td> </tr> <tr> <td>Chipping Hammer</td> <td></td> <td>1 unit</td> </tr> <tr> <td>One-Bagger Concrete Mixer</td> <td></td> <td>1 unit</td> </tr> <tr> <td>Concrete Vibrator</td> <td></td> <td>1 unit</td> </tr> <tr> <td>Welding Machine</td> <td>300 amp</td> <td>1 unit</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Demolition Hammer		1 unit	Concrete Cutter		1 unit	Boom Truck	5T	1 unit	Chipping Hammer		1 unit	One-Bagger Concrete Mixer		1 unit	Concrete Vibrator		1 unit	Welding Machine	300 amp	1 unit
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13.1	<p>Additional Requirements:</p> <ol style="list-style-type: none"> <li>1. Duly Signed Construction Schedule and S-Curve (indicate BAR Chart);</li> <li>2. Manpower Schedule;</li> <li>3. Equipment Utilization Schedule</li> </ol>																								
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> <li>1) Bid prices in the Bill of Quantities;</li> <li>2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and</li> <li>3) Cash flow by quarter or payment schedule.</li> </ol>																								
13.2	<p>The ABC is <b>₱ 12,871,038.47</b>. Any bid with a financial component exceeding this amount shall not be accepted.</p>																								
14.2	<p>No further instructions.</p>																								
15.4	<p>No further instruction.</p>																								



16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until 120 Calendar Days after dropping of bid.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>₱ 257,420.77</b> or <i>2% of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than <b>₱ 643,551.92</b> or <i>5% of ABC</i> if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid until <i>120 Calendar Days</i> .
20.3	Each Bidder shall submit <i>One (1)</i> original and <i>Two (2)</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is <b>Philippine Ports Authority, PMO – Negros Oriental/Siquijor, 2<sup>nd</sup> Floor, Robinsons Townville, Perdices Street, Dumaguete City.</b></p> <p>The deadline for submission of bids is <i>October 10, 2019 at 09:30 am.</i></p>
24.1	<p>The place of bid opening is <b>Philippine Ports Authority, PMO – Negros Oriental/Siquijor, 2<sup>nd</sup> Floor, Robinsons Townville, Perdices Street, Dumaguete City.</b></p> <p>The date and time of bid opening is <i>October 10, 2019 at 10:00 am.</i></p>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
27.4	No further instructions.
28.2	<i>None.</i>

31.4(f)	<i>Construction schedule and S-curve, manpower schedule, organizational chart for the contract to be bid, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling.</i>
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## ***Section IV. General Conditions of Contract***

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## 1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

## 2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
  - b) Bid Data Sheet;
  - c) Instructions to Bidders;
  - d) Addenda to the Bidding Documents;
  - e) Special Conditions of Contract;
  - f) General Conditions of Contract;



- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

### **3. Governing Language and Law**

- 3.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

### **4. Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

### **5. Possession of Site**

- 5.1. On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, 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 shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

### **6. The Contractor's Obligations**

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## **7. Performance Security**

- 7.1. 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 Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.

- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

## **8. Subcontracting**

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.

- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor 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.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

## **9. Liquidated Damages**

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## **10. 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.

## **11. The Procuring Entity, Licenses and Permits**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

## **12. Contractor's Risk and Warranty Security**

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his

personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, 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.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
  - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
  - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in

which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

### **13. 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.

### **14. Procuring Entity's Risk**

14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
  - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

### **15. Insurance**

15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- (a) Contractor's All Risk Insurance;
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (c) Personal injury or death of Contractor's employees; and
- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
  - (a) The issuer of the insurance policy to be replaced has:
    - (i) become bankrupt;
    - (ii) been placed under receivership or under a management committee;
    - (iii) been sued for suspension of payment; or
    - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
    - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **16. Termination for Default of Contractor**

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
  - (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in



accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
  - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
  - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
  - (v) sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

## **17. Termination for Default of Procuring Entity**

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

## **18. Termination for Other Causes**

18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the

convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
- (h) 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, the following:

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
  - (ii) drawing up or using forged documents;
  - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## **19. Procedures for Termination of Contracts**

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
    - (iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
  - (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
  - (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
  - (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- 19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
  - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
    - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;

- (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

## **20. Force Majeure, Release From Performance**

- 20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
- (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **21. Resolution of Disputes**

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.*

## **22. Suspension of Loan, Credit, Grant, or Appropriation**

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.2.

## **23. Procuring Entity's Representative's Decisions**

23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## **24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative**

24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.

24.2. The Contractor shall be responsible for design of Temporary Works.

24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

## **25. Acceleration and Delays Ordered by the Procuring Entity's Representative**

25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **26. Extension of the Intended Completion Date**

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **27. Right to Vary**

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
  - (b) where appropriate, at rates in this Contract;
  - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
  - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

## **28. Contractor's Right to Claim**

If the Contractor incurs cost as a result of any of the events under **GCC** Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

## **29. Dayworks**

- 29.1. Subject to **GCC** Clause 43 on Variation Order, 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.

- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

### **30. Early Warning**

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

### **31. Program of Work**

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. 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.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

### **32. Management Conferences**

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

### **33. Bill of Quantities**

- 33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

### **34. Instructions, Inspections and Audits**

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect

and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **35. Identifying Defects**

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

### **36. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **37. Correction of Defects**

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

### **38. Uncorrected Defects**

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

### **39. Advance Payment**

- 39.1. 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.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

### **40. Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request 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.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight

(28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **41. Payment Certificates**

- 41.1. The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
  - (a) be determined by the Procuring Entity's Representative;
  - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
  - (c) include the valuations of approved variations.
- 41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **42. Retention**

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on

demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

### **43. Variation Orders**

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed

engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
- (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### **44. Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to

fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

## **45. Suspension of Work**

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

## **46. Payment on Termination**



- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

#### **47. Extension of Contract Time**

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination

of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

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

#### **48. Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### **49. Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

#### **50. Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

#### **51. Operating and Maintenance Manuals**

- 51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall 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	
1.17	The <b>Intended Completion Date</b> is <i>150 Calendar Days after the effectivity of the Notice to Proceed.</i>
1.22	The <b>Procuring Entity</b> is <i>Philippine Ports Authority, PMO-Negros Oriental/Siquijor, 2<sup>nd</sup> Floor, Robinsons Townville, Perdices Street, Dumaguete City, Negros Oriental.</i>
1.23	The <b>Procuring Entity's Representative</b> is:  <b>Atty. SARAH R. MIJARES</b> <b>Port Manager</b> <b>Philippine Ports Authority,</b> <b>Port Management Office of Negros Oriental/Siquijor,</b> <b>2<sup>nd</sup> Floor, Robinsons Townville, Perdices Street,</b> <b>Dumaguete City, Negros Oriental</b>
1.24	The <b>Site</b> is located at Port of Bulado, Guihulngan City and is defined in drawings No. <i>1.</i>
1.28	The <b>Start Date</b> is <i>seven (7) calendar days after the signing of the Notice to Proceed.</i>
1.31	The <b>Works</b> consist of:  1.0 General Expenses  1.1 Mobilization/Demobilization  1.2 Provide construction safety and health program in the execution of the project  2.0 Removal, Demolition and Disposal  2.1 Demolition of damaged mooring block as identified in the plans  2.2 Remove and turn over to authority damaged rubber dock fender  2.3 Chipping of existing fender blocks for installation of anchor bolts of RDFs

	<p>3.0 Repair of Mooring and Fender Blocks</p> <p>3.1 Supply and place 3,500 psi concrete for mooring block</p> <p>3.2 Supply and place 3,500 psi concrete for restoration of chipped concrete of fender block</p> <p>3.3 Supply and place structural epoxy bonding agent for old and new concrete</p> <p>4.0 Mooring and Fendering System</p> <p>4.1 Supply and deliver to site rubber dock fender (V600H x 1500L) incl. accessories</p> <p>4.2 Install rubber dock fender (V600H x 1500L) incl. accessories</p> <p>4.3 Remove and reinstall mooring bollard (35T, T-Head) incl. accessories</p>
2.2	<i>If different dates are specified for completion of the Works by section (“sectional completion”), these dates should be listed here</i>
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor <b><i>Seven (7) calendar days after signing of the Notice to Proceed.</i></b>
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <ol style="list-style-type: none"> <li>1. <i>Project Manager</i></li> <li>2. <i>Project Engineer</i></li> <li>3. <i>Materials Engineer</i></li> <li>4. <i>Construction Safety and Health Officer</i></li> <li>5. <i>Foreman</i></li> </ol> <p><b><i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i></b></p>
7.4(c)	<b><i>Issued Certificate of Completion and Certificate of Acceptance.</i></b>
7.7	No further instructions.
8.1	No further instructions.
10	The site investigation reports are: <i>none</i>
12.3	No further instructions.
12.5	Fifteen (15) years.
13	No additional provision.
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: <i>to be jointly selected by the Contractor and Procuring</i>

	<i>Entity.</i>
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Seven (7) Calendar Days of delivery of the Notice of Award.
31.3	The period between Program of Work updates is <i>Thirty (30) days</i> .  The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is <i>NONE</i> .
40.1	No further instructions.
51.1	The date by which operating and maintenance manuals are required is <i>during processing of final payment</i> .  The date by which "as built" drawings are required is <i>during processing of final payment</i> .
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

## ***Section VI. Technical Specifications***



## **DEMOLITION AND REMOVAL WORKS**

### **DESCRIPTION**

The work includes the furnishing of all labor, materials and equipment required to carry out the demolition and removal of affected parts of existing port facility, as required for the execution of the Contract.

The Contractor shall keep all pavements and landing areas to and from the site of the disposal area clean and free of mud, dirt and debris during and after the execution of disposal. Disposal of debris and materials shall be as directed by the Engineer.

### **GENERAL PROVISIONS**

1. The Contractor shall be deemed to have satisfied himself of the site conditions, and to have included in his unit prices provision for all risks that may arise during or in connection with the work.
2. The demolition shall be carried out by approved methods and equipment such as concrete breakers, gas-cutters, hydraulic jacks, compressed air disintegrators, etc., however, no blasting shall be used unless approved in writing by the Engineer and after obtaining the written permission of the concerned authorities.
3. The Contractor shall provide suitable equipment, skilled labor and appropriate temporary works such as scaffoldings to ensure safety in his demolition works as well as in the adjacent area.
4. Contractor shall demolish all the structural members above the level on which the subsequent and permanent works under this Contract will begin.
5. Materials coming from the demolition works, except general earth, shall remain the property of the Procuring Entity, the designated part of which shall be stored by the Contractor at places specified by the Engineer.

### **INTERFERENCE WITH PORT OPERATIONS**

During the execution of the work, the Contractor shall not interfere with the shipping, navigation and other traffic in the port.

The Contractor shall make arrangements with the operations people on the schedule of demolition and related works to keep port operation activities undisturbed at all times.

Prior to commencement of the demolition works, the Contractor shall inform/announce to port users the schedule of disconnection of utilities.

## **STORAGE AND DUMPING**

Prior to the commencement of the demolition work, the Engineer shall submit to the Contractor a list in which all the materials to be salvaged and overhauled, as property of PPA, and the description of the location of their storage. Materials embedded in concrete units shall not be salvaged.

The Contractor shall separate materials to be salvaged from debris. Salvaged materials shall be loaded, transported and unloaded by the Contractor at the specified locations.

## **EXECUTION**

1. Prior to the commencement of demolition works, the alignments of the new construction works to existing structure shall be checked.
2. The width and alignment of portion of existing structure to be demolished shall be marked by paint.
3. With these lines as guides, concrete shall be broken and reinforcing bars cut, such that panels or portions of the structure can be lifted out for disposal elsewhere outside of the operational work area.
4. Materials coming from the demolition works shall be properly disposed by the Contractor.

## **SAFETY**

During the course of survey and clearing, any obstacles which are recognized and seemed to be explosive or hazardous to workers shall be removed from the site by the proper Authority.

At the end of each day's work, the Contractor shall keep the workplace in safe condition and clean so that no part is in danger of falling or creating hazard to personnel or equipment.

## **CONCRETE WORKS**

### **GENERAL**

General Requirements contain provisions and requirements essential to these specifications; and apply to this Section, whether or not referred to herein.

### **SCOPE OF WORK**

The work shall include reinforced concrete structures such as reinforced concrete beam, girder, slab, curb and pile cap.

The work shall consist of furnishing of all labor, materials, equipment and other incidentals necessary for the supply of concrete materials and the complete construction of the concrete structures for the structure shown on the drawings in accordance with these specifications and as directed by the Engineer.

### ***GENERAL REQUIREMENTS***

Concrete works shall conform with the requirements of "Reinforced Concrete" except noted otherwise in this Section.

### **SHOP DRAWINGS**

Together with requirements, the Contractor shall show the following in the shop drawings:

1. Surface finish
2. Fitting to be embedded

### ***MATERIAL REQUIREMENTS***

1. Concrete shall consist of Portland cement, fine and coarse aggregates and water and shall conform with the requirements of "Reinforced Concrete".
2. Deformed bars to be used shall conform with the reinforcement requirements in Section of "Reinforced Concrete". The size shall be as shown on the drawings.

The supplier is required to submit a "Mill Certificate" that the materials delivered to site shall be proven to meet or exceed the following properties:

TECHNICAL PROPERTIES	Unit	Minimum
A. Physical Characteristics:		
Length	Mm	12
Shape	Microns	18
Density	gm nominal	0.91

## FORMWORKS

### GENERAL REQUIREMENTS

Materials and construction of formwork shall be in accordance with formwork requirements in Reinforced Concrete.

## CONCRETE

### CLASSES OF CONCRETE AND USAGE

#### 1. Strength Requirement

Concrete strength shall conform with the requirements in Section of "Reinforced Concrete".

### SLUMP TEST

Tests shall be made in conformity with ASTM C 143, and unless otherwise specified by the Engineer, slump shall be within the following limits:

Structural Element	Slump for Vibrated Concrete	
	Minimum (mm)	Maximum (mm)
Pre-cast concrete pile	80	180
Wave deflector, wall, column, beam	70	150
Lean concrete	70	150

## CONCRETE COVER FOR REINFORCEMENT

Minimum concrete cover for reinforcement shall be as follows:

<b>Net Concrete Cover</b>	<b>Minimum Cover</b>
Concrete cast against and permanently exposed to earth	75
Concrete exposed to earth or weather:	
Primary reinforcement	50
Stirrups, ties, and spirals	40

## CONSTRUCTION JOINTS AND WATERSTOPS

Construction joints shall be provided where shown on the drawings or when approved with written permission of the Engineer. Special care shall be used in preparing concrete surfaces at joints where bonding between two sections of concrete is required. Unless otherwise indicated on the drawings, such bonding will be required at all horizontal joints in

## REINFORCED CONCRETE

### SCOPE OF WORK

All works falling under this Section shall include reinforced concrete for all kinds and parts of any reinforced concrete structure.

### GENERAL PROVISIONS

1. Full cooperation shall be given to the other trades to install embedded items. Suitable templates or instructions will be provided for setting, items shall have been inspected, and tests for concrete or other materials or for mechanical operations shall have been completed and approved.
  
2. The following publications of the issues listed below, but referred to thereafter by basic designation only, form as an integral part of this Specification to the extent indicated by the reference thereto:

- (i) American Concrete Institute (ACI) Standards:

ACI 117	Standard Specifications for Tolerances for Concrete Construction and Materials
ACI 121R	Quality Management System for Concrete Construction
ACI 201.2R	Guide to Durable Concrete
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 214R	Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 301	Specifications for Structural Concrete
ACI 304.2R	Placing Concrete by Pumping Methods
ACI 304R	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 305	Hot Weather Concreting
ACI 306.1	Standard Specification for Cold Weather Concreting
ACI 308R	Guide to Curing Concrete

ACI 309R	Guide for Consolidation of Concrete
ACI 311.4R	Guide for Concrete Inspection
ACI 318M	Metric Building Code Requirements for Structural Concrete and Commentary
ACI 347	Guide to Formwork for Concrete
ACI SP-15	Field Reference Manual: Standard Specifications for Structural Concrete with Selected ACI and ASTM References
ACI SP-2	ACI Manual of Concrete Inspection

a. American Society for Testing and Materials (ASTM) Publications:

ASTM A 185 Standard Specification for Steel Welded Wire Reinforcement,  
Plain, for Concrete

ASTM A 496 Standard Specification for Steel Wire, Deformed, for  
Concrete Reinforcement

ASTM A 497 Standard Specification for Steel Welded Wire Reinforcement,  
Deformed, for Concrete

ASTM A 615 Standard Specification for Deformed and Plain Carbon-Steel  
Bars for Concrete Reinforcement

ASTM A 706 Standard Specification for Low-Alloy Steel Deformed and Plain  
Bars for Concrete Reinforcement

ASTM A 82 Standard Specification for Steel Wire, Plain, for Concrete  
Reinforcement Standard Specification for Epoxy-Coated

ASTM A 934 Prefabricated Steel Reinforcing Bars

ASTM C 1017 Standard Specification for Chemical Admixtures for  
use in Producing Flowing Concrete

ASTM C 1064 Standard Test Method for Temperature of Freshly  
Mixed Hydraulic-Cement Concrete

ASTM C 1077 Standard Practice for Laboratories Testing Concrete and  
Concrete Aggregates for use in Construction and Criteria  
for Laboratory Evaluation

ASTM C 1107 Standard Specification for Packaged Dry,  
Hydraulic-Cement Grout (Non-shrink)

ASTM C 1157 Standard Specification for Hydraulic Cement

ASTM C 1202 Standard Test Method for Electrical Indication of Concrete's  
Ability to Resist Chloride Ion Penetration

ASTM C 1218 Standard Specification for Water-Soluble Chloride in  
Mortar and Concrete

ASTM C 1240 Standard Specification for Silica Fume used in  
Cementitious Mixtures

b. American Welding Society (AWS)

D 12 Welding Reinforcing Steel, Metal Inserts and Connections in Reinforced  
Concrete Construction.

c. All other standards hereinafter indicated.

d. The edition or the revised version of such codes and standards current at the date  
twenty-eight (28) days prior to date of bid submission shall apply. During Contract  
execution, any changes in such codes and standards shall be applied after approval by  
the Owner.



## **SUBMITTALS**

1. Test Reports and Certificates shall be furnished and approval received before delivery of certified or tested materials to the Project Sites.
  - a. Submit Test Reports for the following:
    - a.1 Concrete mixture proportions  

Submit copies of test reports by independent test labs conforming to ASTM C 1077 showing that the mixture has been successfully tested to produce concrete with the properties specified and that mixture will be suitable for the job conditions. Test reports shall be submitted along with the concrete mixture proportions. Obtain approval before concrete placement. Fully describe the processes and methodology whereby mixture proportions were developed and tested and how proportions will be adjusted during progress of the work to achieve, as closely as possible, the designated levels of relevant properties.
    - a.2 Aggregates  

Submit test results for aggregate quality in accordance with ASTM C 33. Where there is potential for alkali-silica reaction, provide results of tests conducted in accordance with ASTM C 227 or ASTM C 1260. Submit results of all tests during progress of the work in tabular and graphical form as noted above, describing the cumulative combined aggregate grading and the percent of the combined aggregate retained on each sieve.
    - a.3 Cement  

Submit test results in accordance with ASTM C 150 Portland cement and/or ASTM C 595 and ASTM C 1157 for blended cement. Submit current mil data.

## **MATERIAL REQUIREMENTS**

### **CEMENT**

Unless otherwise specified in the Drawings, only one (1) brand of cement shall be used for any individual structure. In determining the approved mix, only Portland cement shall be used as the cementitious material.

1. Portland Cement: ASTM C 150  

Type I (for general use in construction)

## ADMIXTURE (IF NECESSARY)

Unless otherwise required by field conditions, admixture may be used subject to the expressed approval of the Engineer. The cost of which shall already be included in the unit cost bid of the Contractor for the concrete.

1. Air Entraining Admixture shall conform to ASTM C 260.
2. Admixture other than air entraining agent shall conform to ASTM C 494.
3. Admixture containing chloride ions, or other ions producing deleterious effect shall not be used.

## AGGREGATES

1. Crushed Coarse Aggregate

Conforming to ASTM C 33 and having nominal sizes passing 38.0 mm to 19.0 mm, 19.0 mm to 9.5 mm to No. 4 sieve. The material shall be well graded between the limits indicated and individually stockpiled. It shall be the Contractor's responsibility to blend the materials to meet the gradation requirements for various types of concrete as specified herein.

Nominal sizes for combined gradation shall be as follows:

ASTM Sieves	Nominal Size of Coarse Aggregates			
	% by Weight Passing			
	40 mm	25 mm	19 mm	10 mm
50.0mm (2")	100	-	-	-
38.0mm (1 ½")	95 – 100	100	-	-
31.8mm (1 ¼")	-	90 - 100	100	-
25.0mm (1")	-	-	90 – 100	-
19.0mm (¾")	35 – 70	25 – 90	-	100
16.0mm (5/8")	-	-	20 – 55	85 – 100
9.5mm (3/8")	10 – 30	0 - 10	0 - 10	0 – 20
No. 4	0 - 5			

## 2. Fine Aggregate

ASTM C 33 except for gradation which has been revised to meet local conditions unless otherwise required by the Engineer, grading of fine aggregate shall be as follows:

<b>ASTM Sieves</b>	<b>% by Weight Passing</b>
9.5mm (3/8")	100
No. 4	90 – 100
No. 8	80 – 100
No. 16	50 – 90
No. 30	25 – 60
No. 50	10 – 30
No. 100	2 - 10

- a. Grading of fine aggregates shall be reasonably uniform and fineness modulus thereof shall not vary more than 0.2 from that of the representative sample in which mix proportions of concrete are based.
- b. Due care shall be taken to prevent segregation.

## **WATER**

The mixing water shall be clear and apparently clean. If it contains quantities or substances that discolor it or make it smell or taste unusual or objectionable, or use suspicion, it shall not be used unless service records of concrete made with it (or other information) indicated that it is not injurious to the quality, shall be subject to the acceptance criteria as shown in Table 3.3 and Table 3.4 or as designated by the purchaser.

When wash water is permitted, the producer will provide satisfactory proof or data of non-detrimental effects if potentially reactive aggregates are to be used. Use of wash water will be discontinued if undesirable reactions with admixtures or aggregates occur.

Wash water reused as mixing water in concrete may exceed the listed concentrations of sulfate if it can be shown that the concentration calculated in the total mixing water, including mixing water on the aggregate and other sources, does not exceed that stated limits.

Water will be tested in accordance with, and shall meet the suggested requirements of AASHTO T 26.

Water known to be of potable quality may be used without test.

## **CURING MATERIALS**

1. Impervious Sheet Materials

ASTM C 171 type, optional, except that polyethylene film, if used, shall be white opaque.

2. Burlap of commercial quality, non-staining type, consisting of 2 layers minimum.

3. Membrane Forming Curing Compound

ASTM C 309; submit evidence that product conforms to specifications.

## **REINFORCEMENT**

Steel reinforcement, other than Steel for Pre-stressing, used in Reinforced Concrete, shall conform to ASTM as follows:

ASTM Designation A615 - Deformed Billet Steel Bars for Concrete Reinforcement. Minimum yield strength of 276 MPa (40,000 psi), for 12mm dia. and below. Minimum yield strength of 414 MPa (60,000 psi), for 16mm dia. and above,

## **TIE WIRE**

Tie wire shall be plain, cold drawn annealed steel wire 1.6 mm diameter.

## **SAMPLES AND TESTING**

1. Cement

Sampled either at the mill or at the site of work and tested by an independent commercial or government testing laboratory duly accredited by the Bureau of Research and Standards (BRS) of the DPWH, Department of Science and Technology (DOST) or the Department of Trade and Industry (DTI) at no additional cost to PPA. Certified copies of laboratory test reports shall be furnished for each lot of cement and shall include all test data, results, and certificates that the sampling and testing procedures are in conformance with the Specifications. No cement shall be used until notice has been given by the Engineer that the test results are satisfactory. Cement that has been stored, other than in bins at the mills, for more than 3 months after delivery to the Site shall be re-tested before use. Cement delivered at the Site and later found after test to be unsuitable shall not be incorporated into the permanent works.

2. Aggregates: Tested as prescribed in ASTM C 33

At least 28 days prior to commencing the work, the Contractor shall inform the Engineer of the proposed source of aggregates and provide access for sampling.

Gradation tests will be made on each sample without delay. All other aggregates tests required by these Specifications shall be made on the initial source samples, and shall be

repeated whenever there is a change of source. The tests shall include an analysis of each grade of material and an analysis of the combined material representing the aggregate part of the mix.

3. Reinforcement

Certified copies of mill certificates shall accompany deliveries of steel bar reinforcement. If requested by the Engineer additional testing of the materials shall be made at the Contractor's expense.

4. Concrete Tests

For test purposes, provide four (4) sets of test specimens taken under the instruction of the Engineer from each 50 cu.m. or fraction thereof of each class of concrete placed. At least one (1) set of test specimen shall be provided for each class of concrete placed in each 8-hour shift. Each shall consist of two test specimens, and shall be made from a separate batch. Samples shall be secured in conformance with ASTM C 172. Tests specimens shall be made, cured, and packed for shipment in accordance with ASTM C 31. Cylinders will be tested by and at the expense of the Contractor in accordance with ASTM C 39. Test specimens will be evaluated separately by the Engineer, for meeting strength level requirements for each with concrete quality of ACI 318. When samples fail to conform to the requirements for strengths, the Engineer shall have the right to order a change in the proportions of the concrete mix for the remaining portions of the work at no additional cost to the Authority.

5. Test of Hardened Concrete in or Removed from the Structure

When the results of the strength tests of the concrete specimens indicates the concrete as placed does not meet the Specification requirements or where there are other evidences that the quality of concrete is below the specification requirement in the opinion of the Engineer, tests on cores of in-place concrete shall be made in conformance with ASTM C 42.

Core specimens shall be obtained by the Contractor and shall be tested. Any deficiency shall be corrected or if the Contractor elects, he may submit a proposal for approval before the load test is made. If the proposal is approved, the load test shall be made by the Contractor and the test results evaluated by the Engineer in conformance with Chapter 20 of ACI 318\_ The cost of the load tests shall be borne by the Contractor. If any concrete shows evidence of failure during the load test, or fails the load test as evaluated, the deficiency be corrected in a manner approved by the Engineer at no additional cost to the Authority.

6. Admixtures/Additives

The admixtures/additives if approved shall be tested for conformance to the referenced specification under which it is furnished. The testing shall be conducted with cement and aggregate proposed for the Project. The admixtures/additives shall be tested and those that have been in storage at the Project Site for longer than six (6) months shall not be used until proven by retest to be satisfactory.

Five (5) liters of samples of any admixtures/additives proposed by the Contractor shall be submitted for testing at least 56 days in advance of use, which shall require approval of the Engineer. Testing of admixtures/additives proposed by the Contractor including test mixing and cylinder test shall be at the Contractor's expense.

7. Jointing Materials and Curing Compound Samples

At least 28 days prior to commencing the work, the Contractor shall submit to the Engineer for his approval samples of the following materials proposed for use together with manufacturer's certificate.

- a. 10 kg of joint sealant
- b. 1m length of joint filler
- c. 5 li. of curing compound
- d. 1m length of joint backing

The Engineer shall deliver to the Contractor his assessment on the materials within seven (7) days after receiving them.

## **EXECUTION**

### **DELIVERY, STORAGE AND HANDLING OF MATERIALS**

#### **1. Cement**

Do not deliver concrete until vapor barrier, forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. ACI 301 and ASTM A 934 for job site storage of materials. Protect materials from contaminants such as grease, oil, and dirt. Ensure materials can be accurately identified after bundles are broken and tags removed.

Immediately upon receipt at the Site, the cement shall be stored separately in dry weathertight, properly ventilated structures with adequate provisions for prevention of absorption of moisture. Storage accommodations for concrete materials shall be subject to approval and shall afford easy access for inspection and identification of each shipment in accordance with test reports.

Cement shall be delivered to the Site in bulk or in sound and properly sealed bags and while being loaded or unloaded and during transit to the concrete mixers whether conveyed in vehicles or in mechanical means, cement shall be protected from weather by effective coverings. Efficient screens shall be supplied and erected during heavy winds.

If the cement is delivered in bulk, the Contractor shall provide, at his own cost, approved silos of adequate size and numbers to store sufficient cement to ensure continuity of work and the cement shall be placed in these silos immediately after it has been delivered to the Site. Approved precautions shall be taken into consideration during unloading to ensure that the resulting dust does not constitute a nuisance.

If the cement is delivered in bags, the Contractor shall provide, at his own cost, perfectly waterproofed and well ventilated sheds having a floor of wood or concrete raised at least 0.5m above the ground. The sheds shall be large enough to store sufficient cement to ensure continuity of the work and each consignment shall be stacked separately therein to permit easy access for inspection, testing and approval. Upon delivery, the cement shall at once be placed in these sheds and shall be used in the order in which it has been delivered.

Cement bags should not be stacked more than 13 bags high. All cement shall be used within two months of the date of manufacture. If delivery conditions render this impossible, the

Engineer may permit cement to be used up to three (3) month after manufacturing, subject to such conditions including addition of extra cement as he shall stipulate.

2. Aggregate

All fine and coarse aggregate for concrete shall be stored on dose fitting, steel or concrete stages design with drainage slopes or in bins of substantial construction in such a manner as to prevent segregation of sizes and to avoid the inclusion of dirt and other foreign materials in the concrete. All such bins shall be emptied and cleaned at intervals of every six (6) months or as required by the Engineer. Each size of aggregate shall be stored separately unless otherwise approved by the Engineer.

Stockpiles of coarse aggregate shall be built in horizontal layers not exceeding 1.2 m in depth to minimize segregation.

## **FORMWORK**

1. Forms

Designed, constructed, and maintained so as to ensure that after removal of forms the finished concrete members will have true surfaces free of offset, waviness or bulges and will conform accurately to the indicated shapes, dimensions, lines, elevations and positions. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.

2. Design

Studs and wales shall be spaced to prevent deflection of form material. Forms and joints shall be sufficiently tight to prevent leakage of grout and cement paste

during placing of concrete. Juncture of formwork panels shall occur at vertical control joints, and construction joints. Forms placed on successive units for continuous surfaces shall be fitted in accurate alignment to assure smooth completed surfaces free from irregularities and signs of discontinuity. Temporary opening shall be arranged to wall and where otherwise required to facilitate cleaning and inspection. Forms shall be readily removable without impact, shock, or damage to the concrete.

3. Form Ties

Factory fabricated, adjustable to permit tightening of the forms, removable or snap-off metal of design that will not allow form deflection and will not spall concrete upon removal. Bolts and rods that are to be completely withdrawn shall be coated with a non-staining bond breaker. Ties shall be of the type which provides watertight concrete.

4. Chamfering

External comers that will be exposed shall be chamfered, beveled, or rounded by mouldings placed in the forms or as indicated in the drawings.

5. Coatings

Forms for exposed surfaces shall be coated with form oil or form-release agent before reinforcement is placed. The coating shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain, or adversely affect concrete surfaces, and

shall not impair subsequent treatment of concrete surfaces depending upon bond or adhesion nor impede the wetting of surfaces to be cured with water or curing compounds. The coating shall be used as recommended in the manufacturer's printed or written instructions. Forms for unexposed surfaces may be wet with water in lieu of coating immediately before placing of concrete. Surplus coating on form surfaces and coating on reinforcement steel and construction joints shall be removed before placing concrete.

6. Removal of Forms shall be done in a manner as to prevent injury to the concrete and to insure complete safety of the structure after the following conditions have been met. Where the structure as a whole is supported on shores, forms for beam and girder sides, and similar vertical structural members may be removed before expiration of curing period. Care shall be taken to avoid spalling the concrete surface or damaging concrete edges. Wood forms shall be completely removed.

Minimum stripping and striking time shall be as follows unless otherwise approved by the Engineer.

7. Control Test

If the Contractor proposes to remove forms earlier than the period stated above, he shall be required to submit the results of control tests showing evidence that concrete has attained sufficient strength to permit removal of supporting forms. Cylinders required for control tests shall be provided in addition to those otherwise required by this Specification. Test specimens shall be removed from molds at the end of 24 hours and stored in the structure as near the points as practicable, the same protection from the elements during curing as is given to those portions of the structure which they represent, and shall not be removed from the structure for transmittal to the laboratory prior to expiration of three fourths of the proposed period before removal of forms. Cylinders will be tested by and at the expense of the Contractor. Supporting forms or shoring shall not be removed until control test specimens have attained strength of at least 160 kg/sq cm. The newly unsupported portions of the structure shall not be subjected to heavy construction or material loading.

## **REINFORCEMENT**

1. Reinforcement

Fabricated to shapes and dimensions shown and shall be placed where indicated. Reinforcement shall be free of loose or flaky rust and mill scale, or coating, and any other substance that would reduce or destroy the bond\_ Reinforcing steel reduced in section shall not be used. After any substantial delay in the work, previously placed reinforcing steel for future bonding shall be inspected and cleaned. Reinforcing steel shall not be bent or straightened in a manner injurious to the steel or concrete. Bars with kinks or bends not shown in the drawings shall not be placed. The use of heat to bend or straighten reinforcing steel shall not be permitted. Bars shall be moved as necessary to avoid interference with other reinforcing steel, conduits, or embedded items. If bars are moved more than one bar diameter, the resulting arrangement of bars including additional bars necessary to meet structural requirements shall be approved before concrete is placed. In slabs, beams and girders, reinforcing steel shall not be spliced at points of maximum stress unless otherwise indicated. Unless otherwise shown in the drawings, laps or splices shall be 40 times the reinforcing bar diameter.



2. The nominal dimensions and unit weights of bars shall be in accordance with the following table:

Nominal Diameter (mm)	Nominal Perimeter (mm)	Nominal Sectional Area (sq. mm.)	Unit Weight (kg./m.)
10	31.4	78.54	0.616
12	37.7	113.10	0.888
16	50.3	201.10	1.579

3. Welding of reinforcing bars shall only be permitted where shown; all welding shown shall be performed in accordance with AM D 12.1.
4. Exposed reinforcement bars, dowels and plates intended for bonding with future extensions shall be protected from corrosion.
5. Supports shall be provided in conformance with ACI 315 and ACI 318, unless otherwise indicated or specified.
6. Concrete Protection for Reinforcement
- a. The minimum concrete cover of reinforcement shall be as shown below unless otherwise indicated in the drawings.
  - b. Tolerance for Concrete Cover of Reinforcing Steel other than Tendons.

Minimum Cover

7.5cm or more (marine structures and concrete cast against and permanently exposed to earth)

**DESIGN STRENGTH OF CONCRETE**

Concrete for structural parts or members such as RC wall, beams and columns shall develop a minimum 28-day compressive cylinder strength of 24 Mpa (3,500 psi) as indicated in the drawings.

## TRIAL BATCH FOR CONCRETE

Slump Test shall be made in conformance with ASTM C143, and unless otherwise specified by the Engineer, slump shall be within the following limits:

Structural Element	Slump for Vibrated Concrete	
	Minimum	Maximum
Lean Concrete	100mm	200mm
Sacked Concrete	25mm	50mm
All Other Concrete	50mm	90mm

Sampling : Provide suitable facilities and labor for obtaining representative samples of concrete for the Contractor's quality control and the Engineer's quality assurance testing. All necessary platforms, tools and equipment for obtaining samples shall be furnished by the Contractor.

## MIXING CONCRETE

### 1. GENERAL

- a. Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.
- b. All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.
- c. Equipment having components made of aluminum or magnesium alloys, which would be in contact with plastic concrete during mixing, transporting or pumping of Portland cement concrete, shall not be used.
- d. Concrete mixers shall be equipped with adequate water storage and a device for accurately measuring and automatically controlling the amount of water used.
- e. Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one percent of the desired amounts. The water measuring device shall be accurate to plus or minus 0.5 percent. All measuring devices shall be subject to the approval of the Engineer. Scales and

measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

- f. Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer by more than one percent for cement, 1-1/2 percent for any size of aggregate, or one percent for the total aggregate in any batch.
- g. Manual mixing of concrete shall not be permitted unless approved by the Engineer.

## **2. MIXING CONCRETE AT SITE**

- a. Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer.

The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20 mm or more below the original height of the manufacturer's design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

- b. When bulk cement is used and the volume of the batch is 0.5 m<sup>3</sup> or more, the scale and weigh hopper for Portland cement shall be separate and distinct from the aggregate hopper or hoppers.

The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall be interlocked against opening when the amount of cement in the hopper is underweight by more than one percent or overweight by more than 3 percent of the amount specified.

- c. When the aggregates contain more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.
- d. The batch shall be so charged into the mixer that some water enter in advance of cement and aggregates. All water shall be in the drum by the end of the first quarter of the specified mixing time.
- e. Cement shall be batched and charged into the mixer by such means that it will not result in loss of cement due to the effect of wind, or in accumulation of cement on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.
- f. Where required, synthetic fibrous reinforcement shall be added directly to the concrete mixer after placing the sufficient amount of mixing water, cement and aggregates.

- g. The entire contents of a batch mixer shall be removed from the drum before materials for a succeeding batch are placed therein. The materials composing a batch except water shall be deposited simultaneously into the mixer.
- h. All concrete shall be mixed for a period of not less than 3 minutes after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed.
- i. Mixers shall be operated with an automatic timing device that can be locked by the Engineer. The time device and discharge mechanism shall be so interlocked that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- j. The first batch of concrete materials placed in the mixer shall contain a sufficient excess of cement, sand, and water to coat the inside of the drum without reducing the required mortar content of the mix. When mixing is to cease for a period of one hour or more, the mixer shall be thoroughly cleaned.

### **3. MIXING CONCRETE IN TRUCKS**

- a. Truck mixers, unless otherwise authorized by the Engineer, shall be of the revolving drum type, watertight, and so constructed that the concrete can be mixed to insure a uniform distribution of materials throughout the mass. All solid materials for the concrete shall be accurately measured and charged into the drum at the proportioning plant. Except as subsequently provided, the truck mixer shall be equipped with a device by which the quantity of water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank is not required. Truck mixers may be required to be provided with a means by which the mixing time can be readily verified by the Engineer.
- b. The maximum size of batch in truck mixers shall not exceed the minimum rated capacity of the mixer as stated by the manufacturer and stamped in metal on the mixer. Truck mixing shall, unless otherwise directed, be continued for not less than 100 revolutions after all ingredients, including water, are in the drum. The mixing speed shall not be less than 4 rpm, nor more than 6 rpm.
- c. Mixing shall begin within 30 minutes after the cement has been added either to the water or aggregate, but when cement is charged into a mixer drum containing water or surface-wet aggregate and when the temperature is above 32 °C, this limit shall be reduced to 15 minutes. The limitation in time between the introduction of the cement to the aggregate and the beginning of the mixing may be waived when, in the judgment of the Engineer, the aggregate is sufficiently free from moisture, so that there will be no harmful effects on the cement.
- d. When a truck mixer is used for transportation, the mixing time in stationary mixer may be reduced to 30 seconds and the mixing completed in a truck mixer. The mixing time in truck mixer shall be as specified for truck mixing.

## **JOINTS**

### **Construction Joints**

Unless otherwise specified herein, all construction joints shall be subject to approval of the Engineer. Concrete shall be placed continuously so that the unit will be monolithic in construction. Fresh concrete may be placed against adjoining units, provided the set concrete is sufficiently hard not to be injured thereby. Joints not indicated shall be made and located in a manner not to impair strength and appearance of the structure. Placement of concrete shall be at such rate that the surface of concrete not carried to joint levels will not have attained initial set before additional concrete is placed thereon. Lifts shall terminate at such levels as are indicated or as to conform with structural requirements as directed. If horizontal construction joints are required, a strip of 25mm square-edged lumber, beveled to facilitate removal shall be tacked to the inside of the forms at the construction joint. Concrete shall be placed to a point 25mm above the underside of the strip. The strip shall be removed one hour after the concrete has been placed. Any irregularities in the joint line shall be leveled off with a wood float, and all laitance removed. Prior to placing additional concrete, horizontal construction joints shall be prepared.

Construction Joint which is not indicated in the Drawings shall be located as to least affect the strength of the structure. Such locations will be pointed out by the Engineer.

## **PREPARATION FOR PLACING**

Hardened concrete, debris and foreign materials shall be removed from the interior of forms and from inner surfaces of mixing and conveying equipment. Reinforcement shall be secured in position, and shall be inspected, and approved before placing concrete. Runways shall be provided for wheeled concrete-handling equipment. Such equipment shall not be wheeled over reinforcement nor shall runways be supported on reinforcement.

Notice of any concreting operations shall be served to the Engineer at least three (3) days ahead of each schedule.

## **PLACING CONCRETE**

### **1. Handling Concrete**

Concrete shall be handled from mixers and transported to place for final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients until the approved unit of work is completed. Placing will not be permitted when the sun, heat, wind or limitations of facilities furnished by the Contractor prevent proper finishing and curing of the concrete. Concrete shall be placed in the forms, as close as possible in final position, in uniform approximately horizontal layers not over 40cm deep. Forms splashed with concrete and reinforcement splashed with concrete or form coating shall be cleaned in advance of placing subsequent lifts. Concrete shall not be allowed to drop freely more than 1.5m in unexposed work nor shall more than 1.0 m in exposed work; where greater drops are required, tremie or other approved means be employed.

2. Time Interval between Mixing and Placing

Concrete mixed in stationary mixers and transported by non-agitating equipment shall be placed in the forms within 30 minutes from the time ingredients are charged into the mixing drum. Concrete transported in truck mixers or truck agitators shall be delivered to the site of work, discharged in the forms within 45 minutes from the time ingredients are discharged into the mixing drum. Concrete shall be placed in the forms within 15 minutes after discharged from the mixer at the jobsite.

3. Hot Weather Requirements

The temperature of concrete during the period of mixing while in transport and/or during placing shall not be permitted to rise above 36 °C. Any batch of concrete which had reached a temperature greater than 36 °C at any time in the aforesaid period shall not be placed but shall be rejected, and shall not thereafter be used in any part of the permanent works.

a. Control Procedures

Provide water cooler facilities and procedures to control or reduce the temperature of cement, aggregates and mixing handling equipment to such temperature that, at all times during mixing, transporting, handling and placing, the temperature of the concrete shall not be greater than 36 °C.

b. Cold Joints and Shrinkage

Where cold joints tend to form or where surfaces set and dry too rapidly or plastic shrinkage cracks tend to appear, concrete shall be kept moist by fog sprays, or other approved means, applied shortly after placement, and before finishing.

c. Supplementary Precautions

When the aforementioned precautions are not sufficient to satisfy the requirements herein above, they shall be supplemented by restricting work during evening or night. Procedure shall conform to American Concrete Institute Standard ACI 305.

## COMPACTION

1. Immediately after placing, each layer of concrete shall be completed by internal concrete vibrators supplemented by hand-spading, rodding, and tamping. Tapping or other external vibration of forms will not be permitted unless specifically approved by the Engineer. Vibrators shall not be used to transport concrete inside the forms. Internal vibrators submerged in concrete shall maintain a speed of not less than 7,000 impulses per minute. The vibrating equipment shall at all times be adequate in number of units and power to properly consolidate all concrete.
2. Spare units shall be on hand as necessary to insure such adequacy. The duration of vibrating equipment shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation. The vibrator shall not be inserted into the lower courses that have begun to set. Vibrator shall be applied vertically at uniformly spaced points not further apart than the visible effectiveness of the machine.

## **FINISHES OF CONCRETE**

Within 12 hours after the forms are removed, surface defects shall be remedied as specified herein. The Temperature of the concrete, ambient air and mortar during remedial work including curing shall be above 10 °C. Fine and loose material shall be removed. Honeycomb, aggregate pockets, voids over 13mm in diameter, and holes left by the rods or bolts shall be cut out to solid concrete, reamed, thoroughly wetted, brush-coated with neat cement grout, and filled with mortar. Mortar shall be a stiff mix of one part Portland cement to not more than 2 parts fine aggregate passing the No. 16 mesh sieve, with a minimum amount of water. The color of the mortar shall match the adjoining concrete color. Mortar shall be thoroughly compacted in place. Holes passing entirely through walls shall be completely filled from the inside face by forcing mortar through the outside face. Holes which do not pass entirely through wall shall be packed full. Patchwork shall be finished flush and in the same plane as adjacent surfaces. Exposed patchwork shall be finished to match adjoining surfaces in texture and color. Patchwork shall be damp-cured for 72 hours. Dusting of finish surfaces with dry material or adding water to concrete surfaces will not be permitted.

### **CONCRETE FINISHING DETAILS**

1. Concrete Paving

After concrete is placed and consolidated, pavement shall be screeded or struck off. No further finish is required.

2. Smooth Finish

Required only where specified; screed concrete and float to required level with no coarse aggregate visible. After surface moisture has disappeared and laitance has been removed, the surface shall be finished by float and steel trowel. Smooth finish shall consist of thoroughly wetting and then brush coating the surfaces with cement to not more than 2 parts fine aggregate passing the no. 30 mesh sieve and mixed with water to the consistency of thick paint.

## **MOORING AND FENDERING SYSTEM**

### **SCOPE OF WORK**

1. The work includes furnishing of all labor, materials and equipment to complete the installation of mooring bollards and fenders in piers.
2. The work shall include the supply, transport, handling, storage and installation of fender and mooring systems in the newly repaired RC deck at Pier 1 at Berths R2 & B3.
3. The Contractor shall furnish and install the necessary fittings as shown on the drawings and/or specified.

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

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

### **MATERIAL REQUIREMENTS**

#### *MOORING SYSTEM*

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

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

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

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

The upper part of bollards and base plates which are not embedded in concrete shall be painted.

The surface of bollards shall be cleaned thoroughly by wire brush or other means prior to painting to remove rust or any other contamination which may interfere with bond of paint to metal.

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



Concrete Foundation :

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

Visual Inspection :

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

Mill Test Certificates :

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

Test Inspection:

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

*FENDER SYSTEM*

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

PHYSICAL PROPERTIES OF MATERIALS

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

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

Physical Property	Requirements	Testing Method
1. Tensile Strength		
a. Before ageing	Min. 160 kg./sq.cm.	Test piece Dumbell No.3
b. After ageing	Not less than 80% of original Value	JIS K 6301 Heat treatment to temp. 70C x 96 hours
2. Elongation		
a. Before ageing	Not less than 350% of the original value	
b. After ageing	Not less than 80% of the original value	

Note : Equivalent Standards are acceptable.

#### FITTINGS AND ANCHORAGE

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

#### TESTING, SAMPLING, INSPECTION, ACCEPTANCE, MARKING AND PACKAGING

##### Testing

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

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

One fender from a group of 10 fenders and selected at random shall be tested for performance. The fender shall be compressed repeatedly three (3) times to the maximum deflection at the speed from 2 to 8 cm. per minute. The load and deflection values shall be recorded with the precision of 0.1ff and 0.5mm respectively. The results shall be plotted in the

form of load-deflection-energy absorption curves. The average data obtained in the second and third test loading shall be considered as performance values.

Fenders which fail to satisfy the performance requirements called for shall have a retest on another fender for every 10 pieces of the same type. If it results in failures, all the remaining fenders of this type shall be tested.

### Inspection

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

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

### Acceptance Tolerance

The acceptance tolerance shall be based on the following:

1. Fender Dimension
  - Length : -2% to +4%
  - Width : -2% to +4%
  - Height : -2% to +4%
  - Thickness : -2% to +4%
2. Anchor Bolt Holes in Fender
  - Diameter of the Hole : +2.0mm
  - Pitch of the Hole : +4.0mm
3. Acceptance tolerance for all fenders supplied shall be as follows:
  - E = Energy absorption,  $E \geq$  Specified but not to exceed 10%
  - R = Reaction force,  $R \leq$  Specified but not less than 10%

### Marking

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

Fender type and manufacturer's name or trade mark

1. Production serial number
2. Date of manufacture or its abbreviation
3. Main dimensions
4. Project identification as follows:
  - Name of Port/Project : \_\_\_\_\_

Year Supplied : \_\_\_\_\_

Packaging

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

*EXECUTION*

MOORING SYSTEM

All mooring bollards shall be installed at the locations shown on the drawings and in accordance with the approved manufacturer's recommendations and shop drawings, and as directed by the Engineer.

FENDERING SYSTEM

All rubber dock fenders shall be installed at the locations shown on the drawings and in accordance with the approved manufacturer's recommendations and shop drawings, and as directed by the Engineer.

## **PROJECT BILLBOARD**

### **SPECIFICATION**

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

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

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

## **SAFETY SIGNAGES AND BARRICADES**

### **DESCRIPTION**

This work includes the furnishing and installing of safety signages and barricades in accordance with the specifications as directed by the Engineer.

### **SPECIFICATION**

The signages and barricades shall be installed at location(s) designated by the Engineer.

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

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

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

## *Section VII. Drawings*

***Section VIII. Bill of Quantities***



**REPAIR/REPLACEMENT OF DAMAGED MOORING AND FENDERING SYSTEM, PORT OF BULADO, GUIHULNGAN CITY (NRP-NOS-03-19)**

BILL NO.	DESCRIPTION OF WORK	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)
<b>1.00</b>	<b>General Expenses</b>				
1.01	Mobilization/Demobilization	L.S.	1.00		
1.02	Provide construction safety and health program in the execution of the project	L.S.	1.00		
<b>2.00</b>	<b>Removal, Demolition and Disposal</b>				
2.01	Demolition/Chipping of damaged mooring block as identified in the plans	no.	1.00		
2.02	Remove and turn over to Authority damaged rubber dock fender	no.	20.00		
2.03	Chipping of existing fender blocks for installation of anchor bolts of RDFs	L.S.	1.00		
<b>3.00</b>	<b>Repair of Mooring and Fender Blocks</b>				
3.01	Supply and place 3,500 psi concrete for mooring block	cu.m.	0.90		
3.02	Supply and place 3,500 psi concrete for restoration of chipped concrete of fender block	cu.m.	2.97		
3.03	Supply and place structural epoxy bonding for old and new concrete	Lot	1.00		
<b>4.00</b>	<b>Mooring and Fendering System</b>				
4.01	Supply and deliver to site rubber dock fender (V600H x 1500L) incl. accessories	sets	20.00		
4.02	Install rubber dock fender (V600H x 1500L) incl. accessories	sets	20.00		
4.03	Remove and reinstall mooring bollard (35T, T-Head) including accessories	set	1.00		

# *Section IX. Bidding Forms*

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## Checklist of Eligibility & Technical Component for Bidders

The Eligibility and Technical Component shall contain one (1) Original and Two (2) Duplicate Copies of the following:

### **ELIGIBILITY DOCUMENTS**

#### **Class A Documents**

- Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
- Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- Valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract to be bid. Special License for Joint Venture Contractors is required during bidding schedule;
- Certificate of PhilGEPS Registration;
- Tax Clearance Certificate;
- Statement of all its ongoing government and private contracts, including contracts awarded but not yet started reckoned from the submission of bids, supported with any of the following: Contract Agreement, Notice of Award, Notice to Proceed issued by the owner;
- Statement of single largest completed contract similar in nature to the contract to be bid (government and/or private contracts). The statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable.
- Audited financial statements, showing, among others, the prospective 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.
- Net Financial Contracting Capacity (NFCC) in accordance with ITB Clauses 5.5.
  - Computation of Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows (SF-INFR-19):

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts,

including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS);

**Class B Documents**

- Valid joint If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, 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 shall be included in the bid.

**TECHNICAL DOCUMENTS**

- Bid Security

Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule;

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

*The bid security shall be accompanied by Official Receipt and Certification from an authorized Insurance Commission.*

- Project Organizational chart for the contract to be bid;
- List of contractor's personnel (*viz*, Project Manager, Project Engineers, Materials Engineers, Construction Safety and Health Officers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; Attach the following: ***Certificate of Employment, Contractor's Letter-Certificate to Procuring***

***Entity, PRC License, PTR, Bio-data and Certificate of Training for Materials Engineer (accredited by DPWH) and Construction Safety and Health Officer)(Form SF-INFR-45 to 48);***

- List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; (SF-INFR-49);
- Statement of Availability of Key Personnel and Equipment (SF-INF-18);
- Construction Methods in narrative form (SF-INFR-43);
- Construction Safety and Health Program;
- Affidavit of Site Inspection (SF-INFR-51); and
- Duly Notarized and accomplished Omnibus Sworn Statement in accordance with Section 25.3 of the Revised IRR of RA 9184
  
- Equipment Utilization Schedule
- Manpower Schedule

**FINANCIAL DOCUMENTS**

- Financial Bid Form in accordance with the form prescribed in Section IX. Bidding Forms;
- Duly Signed Bid Prices in the Bill of Quantities
- Duly Signed Construction Schedule and S-Curve (indicate BAR CHART)
- Duly Signed Detailed Estimates
- Duly signed Summary of unit prices of construction materials, labor rates and equipment rental rates;
- Duly Signed Cash Flow by Quarter and Payments Schedule

## Bid Form

---

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

IB<sup>1</sup> N<sup>o</sup>: \_\_\_\_\_

To: Philippine Ports Authority  
PMO-Negros Oriental/Siquijor  
Port Area, Looc, Dumaguete City

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **Repair/Replacement of Damaged Mooring and Fendering System, Port of Bulado, Guihulngan City (NRP-NOS-03-19)**;

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

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

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

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

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

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

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

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

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<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

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

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

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

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

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

## Form of 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.



4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

*[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]*

## Omnibus Sworn Statement

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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]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

*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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

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

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

5. *[Name of Bidder]* is authorizing the 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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[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.

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

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

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

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

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

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

\* This form will not apply for WB funded projects.

## Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

X-----X

### **Invitation to Bid** *[Insert reference 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 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 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 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;
  - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]***  
***[Insert signatory's legal capacity]***

Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

**NOTE:**

- 1] As appearing or defined in the contract entered/executed by the parties
- 2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation to Bid
- 3] Indicate wether as Sole Contractor, Sub-Contractor or Member in a Joint Venture/Consortium
- 4] Indicate the FOREX used if Contract 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 23.1.1.2 (3) of R.A. 9184
- 5] State Month and Year

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Official

\_\_\_\_\_  
Date

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

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

**NOTE:**

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

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Date



**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Firm’s/Contractor’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:  
 NFCC = [(current asset – current liabilities) x 15] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

Attached are certified true copies of the audited financial statements stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

\_\_\_\_\_  
 Name of Firm / Contractor

\_\_\_\_\_  
 Signature of Authorized Representative

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

*NOTE:* If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

*Name of the Procuring Entity  
 Contract Reference Number*

*Name of the Contract  
 Location of the Contract*

## **OUTLINE NARRATIVE DESCRIPTION OF CONSTRUCTION METHODS**

### **1.0 INTRODUCTION**

Refer to Bidding, etc.

### **2.0 BRIEF DESCRIPTION OF CONTRACT WORKS**

State general features of contract works. Use tables as necessary.

### **3.0 CONSTRUCTION METHODS AND PROCEDURES**

#### **3.1 Methodology or General Approach**

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction, financing the project, etc.

#### **3.2 Program of Work**

CPM, Progress Bar Schedule and Development Schedules submitted.

#### **3.3 Financial Program**

Cash flow schedules, provision for working capital, schedule of receipts, etc.

*The narrative description of construction procedures / methods is required to be in the Technical Envelope of the bidder. The above is the recommended outline in the bidder's presentation of the documents.*

**Affidavit of Site Inspection**

I,           (Representative of the Bidder)          , of legal age,           (civil status)          , Filipino and residing at           (Address of the Representative)          , under oath, hereby depose and say:

1. That I am the           (Position in the Bidder)           of the           (Name of the Bidder)          , with office at           (Address of the Bidder)          ;
2. That I have inspected the site for           (Name of the Contract)          , located at           (location of the Contract)          ;
3. That I am making this statement as part of the requirement for the Technical Proposal of the           (Name of the Bidder)           for           (Name of the Contract)          .

IN FAITH WHEREOF, I hereby affix my signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
(Notary Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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

*By the act of submitting its bid, the bidder shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions indicated above. (IRR-A Section 17.7.2) Thus, one of the requirements from the bidder to be included in its Technical Envelope is the affidavit of site inspection.*

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract

Standard Form Number: SF-INFR-48  
Revised on: August 11, 2004

**Qualification of Key Personnel Proposed to be Assigned to the Contract**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

	Project Manager	Project Engineer	Materials Engineer	Safety & Health Officer	Foreman
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Submitted By : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

## Key Personnel's Certificate of Employment

\_\_\_\_\_  
(Issuance Date)

**ATTY. SARAH R. MIJARES**

Port Manager  
Philippine Ports Authority  
PMO – Negros Oriental/Siquijor  
Port Area, Brgy. Looc  
Dumaguete City  
Negros Oriental

Dear Madam:

I am \_\_\_\_\_ a Licensed \_\_\_\_\_ Engineer with Professional License  
(Name of Nominee)  
No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.  
(Date of Issuance) (Place of Issuance)

I hereby certify that \_\_\_\_\_ has engaged my services  
(Name of Bidder)  
as \_\_\_\_\_ for \_\_\_\_\_, if awarded to it.  
(Designation) (Name of Contract)

As \_\_\_\_\_, I supervised the following completed projects similar to the  
(Designation)  
contract under bidding:

<b><u>NAME OF PROJECT</u></b>	<b><u>OWNER</u></b>	<b><u>COST</u></b>	<b><u>DATE COMPLETED</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<b><u>NAME OF PROJECT</u></b>	<b><u>OWNER</u></b>	<b><u>COST</u></b>	<b><u>DATE COMPLETED</u></b>
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the \_\_\_\_\_ at least twenty one (21)  
(Name of the Procuring Entity)

days before the effective date of my separation.

As \_\_\_\_\_, I know I will have to stay in the job site all the time to  
(Designation)  
supervise and manage the Contract works to the best of my ability, and aware  
that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-  
mentioned Contractor to qualify for the Contract without any firm commitment  
on my part to assume the post of \_\_\_\_\_ therefor, if the  
(Designation)  
contract is awarded to him since I understand that to do so will be a sufficient  
ground for my disqualification as \_\_\_\_\_ in any future  
(Designation)  
\_\_\_\_\_ bidding or employment with any Contractor doing business  
with the \_\_\_\_\_.  
(Name of the Procuring Entity)

\_\_\_\_\_  
(Signature of Key Personnel)

DRY SEAL

Republic of the Philippines)  
\_\_\_\_\_ )S.S.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 200\_ affiant exhibiting to me his Residence Certificate No.  
\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Notary Public  
Until December 31, 20\_\_\_\_

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

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract

### Contractor's Letter-Certificate to Procuring Entity

\_\_\_\_\_  
(Date of Issuance)

**ATTY. SARAH R. MIJARES**  
Port Manager  
Philippine Ports Authority  
PMO-Negros Oriental/Siquijor  
Dumaguete City

Dear Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of \_\_\_\_\_,  
(Name of Employee)  
to be the \_\_\_\_\_ of the \_\_\_\_\_,  
(Designation) (Name of Contract)  
who is a \_\_\_\_\_ with Professional License  
(Profession)  
Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ and who  
has performed the duties in the construction of the Contracts enumerated  
in the duly filled Form \_\_\_\_\_.
2. The said Engineer shall be designated by us as our \_\_\_\_\_  
(Designation)  
to personally perform the duties of the said position in the above-  
mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer shall employ the best care, skill and ability in  
performing his duties in accordance with the Contract Agreement,  
Conditions of Contract, Plans, Specifications, Special Provisions, and other  
provisions embodied in the proposed contract.
4. That said Engineer shall be personally present at the jobsite to supervise  
the phase of the construction work pertaining to this assignment as  
\_\_\_\_\_, all the time.  
(Designation)
5. That, in order to guarantee that said Engineer shall perform his duties  
properly and be personally present in the Job Site, he is hereby required  
to secure a certificate of appearance for the Procuring Entity Engineer at  
the end of every month.

That, in the event that I/we elect or choose to replace said \_\_\_\_\_  
(Designation)  
with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new \_\_\_\_\_, his  
(Designation)  
Qualifications experience, list of projects undertaken and other relevant information.

6. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

\_\_\_\_\_  
(Authorized Representative of Bidder)

CONCURRED IN:

\_\_\_\_\_  
(Name of Key Personnel)

\_\_\_\_\_  
(Address)



**KEY PERSONNEL  
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : \_\_\_\_\_
2. Date of Birth : \_\_\_\_\_
3. Nationality : \_\_\_\_\_
4. Education and Degrees : \_\_\_\_\_
5. Specialty : \_\_\_\_\_
6. Registration : \_\_\_\_\_
7. Length of Service with the Firm : \_\_\_\_\_ Year from \_\_\_\_ (months) \_\_\_\_ (year)  
To \_\_\_\_ (months) \_\_\_\_ (year)
8. Years of Experience : \_\_\_\_\_

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:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

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

1. Name : \_\_\_\_\_
2. Name and Address of Owner : \_\_\_\_\_
3. Name and Address of the  
Owner's Engineer : \_\_\_\_\_  
(Consultant)

4. Indicate the Features of Project  
(particulars of the project  
components and any other particular  
interest connected with the project): \_\_\_\_\_
5. Contract Amount Expressed in  
Philippine Currency : \_\_\_\_\_
6. Position : \_\_\_\_\_
7. Structures for which the employee  
was responsible : \_\_\_\_\_
8. Assignment Period : from \_\_\_\_\_ (months) \_\_\_\_\_ (years)  
: to \_\_\_\_\_ (months) \_\_\_\_\_ (years)

\_\_\_\_\_  
Name and Signature of Employee

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)

\_\_\_\_\_  
(The Authorized Representative)

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract

Standard Form Number: SF-INFR-49  
Revised on: August 11, 2004

**List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract**

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_  
\_\_\_\_\_

Description	Model/ Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
<b>C. Under Purchase Agreements</b>							
i.							
ii.							
iii.							
iv.							

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

## Statement of Availability of Key Personnel and Equipment

(Date)

**ATTY. SARAH R. MIJARES**

Port Manager  
Philippine Ports Authority  
PMO-Negros Oriental/Siquijor  
Dumaguete City

Attention : The Chairperson  
Bids and Awards Committee

Dear Sir/Madam:

In compliance with the requirements of the Philippine Ports Authority, Port Management Office of Negros Oriental/Siquijor, for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

## Bill of Quantities

Name of Project and Location					
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (Pesos)	AMOUNT (Pesos)

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

*Name of the Procuring Entity*  
*Contract Reference Number*

*Name of the Contract*  
*Location of the Contract*

## DETAILED COST ESTIMATES

DERIVATION OF UNIT COST	Date :
Item No. :	Unit Cost/Set :
Item of Work :	Assumed Quantity :
Work Description :	

MATERIALS				
NAME AND SPECIFICATIONS OF MATERIALS	QTY.	UNIT	UNIT PRICE	AMOUNT
a) Total for Materials				

EQUIPMENT EXPENSES				
NAME, CAPACITY AND HP RATING OF EQUIPMENT	NO. OF UNITS	NO. OF DAYS	RATE PER DAY/HOUR	AMOUNT
b) Total for Equipment				

LABOR				
DESIGNATION OF PERSONNEL	NO. OF MEN	NO. OF DAYS	DAILY RATE	AMOUNT
c) Total for Labor				

d) ESTIMATED DIRECT COST (EDC) = a + b + c	
e) MARK - UPS	
4. Overhead, Contingencies, Miscellaneous (OCM) Expenses as ___% of (d)	
5. Contractor's Profit as ___% of (d)	
Total for (e)	

<b>f) VAT as 12% of (EDC + Mark-ups)</b>	
g) TOTAL COST OF WORK ITEM	
h) UNIT COST (Total Cost/Assumed Quantity)	

Submitted by:  
 Name of the Representative of the Bidder : \_\_\_\_\_ Date: \_\_\_\_\_  
 Position : \_\_\_\_\_  
 Name of the Bidder : \_\_\_\_\_

Name of the Procuring Entity  
 Contract Reference Number

Name of the Contract  
 Location of the Contract

SUMMARY OF LABOR RATES	
Designation of Personnel	Daily Rate

Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : \_\_\_\_\_ Date: \_\_\_\_\_

Position : \_\_\_\_\_

Name of the Bidder : \_\_\_\_\_

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract

\_\_\_\_\_

**SUMMARY OF EQUIPMENT RATES**

Name, Capacity & Rating of Equipment	Rate per Day/Hour

(Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : \_\_\_\_\_ Date: \_\_\_\_\_

Position : \_\_\_\_\_

Name of the Bidder : \_\_\_\_\_

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract



## PRICES OF CONSTRUCTION MATERIALS

Name & specification of Materials	Unit	Unit Prices

(Continue on separate sheet, if necessary)

Submitted by:

Name of the Representative of the Bidder : \_\_\_\_\_ Date: \_\_\_\_\_

Position : \_\_\_\_\_

Name of the Bidder : \_\_\_\_\_

Name of the Procuring Entity  
Contract Reference Number

Name of the Contract  
Location of the Contract

## CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

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

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash Flow (Quarterly, in Pesos)
<b>T O T A L</b>		

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



