

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

REPAIR OF DAMAGED BACK-UP AREA PORT OF LIMASAWA, LIMSAWA ISLAND, SO. LEYTE (NRP-WLB-01-18)

Government of the Republic of the Philippines

**Fifth Edition
August 2016**

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	6
SECTION III. BID DATA SHEET	37
SECTION IV. GENERAL CONDITIONS OF CONTRACT	42
SECTION V. SPECIAL CONDITIONS OF CONTRACT	75
SECTION VI. SPECIFICATIONS	78
SECTION VII. DRAWINGS	160
SECTION VIII. BILL OF QUANTITIES	163
SECTION IX. BIDDING FORMS	170
SECTION X. ANNEXES	180
ANNEX A - Checklist of Eligibility -Technical and Financial Envelope Requirement for Bidders	
ANNEX B - List of Equipment	
ANNEX C - List of On-going Project	
ANNEX D - Statement of Completed Projects	
ANNEX E - Financial Documents for Eligibility Check	
ANNEX F - Qualification of Key Personnel	
ANNEX G - Key Personnel's Certificate of Employment	
ANNEX H - Contractor's Letter-Certificate to Procuring Entity	
ANNEX I - Key Personnel Bio-Data	



INVITATION TO BID

REPAIR OF DAMAGED BACK-UP AREA PORT OF LIMASAWA LIMASAWA ISLAND, SO. LEYTE

The Philippine Ports Authority, Port Management Office – Western Leyte/Biliran, through the Corporate Budget of the Authority for CY 2018, intends to apply the sum of **P 6,657,593.80** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Repair of Damaged Back-up Area, Port of Limasawa, Limasawa Island, So. Leyte (NRP-WLB-01-18)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Philippine Ports Authority, Port Management Office – Western Leyte/Biliran now invites bids for **Repair of Back-up Area (219.20 sq.m.) at the Port of Limasawa, Limasawa Island, So. Leyte**. Completion of Works required for the project is **One Hundred Ten (110) 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 Section II. Instruction to Bidders.

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.

Interested bidders may obtain further information from Philippine Ports Authority, Port Management Office – Western Leyte/Biliran Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below from 8:00 a.m. – 5:00 p.m., Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **June 14, 2018** from the address below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by GPPB, in the amount of **Ten Thousand Pesos (P 10,000.00)**.

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

The Philippine Ports Authority, Port Management Office – Western Leyte/Biliran Bids and Awards Committee will hold a Pre-Bid Conference on **July 2, 2018 at 10:00am** at the Philippine Ports Authority, Port Management Office – Western Leyte/Biliran Conference Room, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat at the address below on or before **July 17, 2018 at 10:00am**. 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 **July 17, 2018 at 10:30am** at *Philippine Ports Authority, Port Management Office – Western Leyte/Biliran, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc 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.

- Equipment Requirements
 - 1 unit Air Compressor, 185cfm, portable - owned
 - 1 unit Backhoe, 0.50cu.m. cap., 79hp w/ hydraulic breaker - owned/leased
 - 1 unit Concrete Cutter - owned
 - 1 unit Concrete Vibrator - owned
 - 1 unit Dump Truck, 10cu.m. cap. - owned/leased
 - 1 unit One Bagger Concrete Mixer - owned
 - 1 unit Pneumatic Breaker, Hand Held incl. hose - owned
 - 1 unit Transit Mixer, 5.0cu.m. cap. - owned/leased
 - 1 unit Truckmounted Crane, 60T cap. - owned/leased
 - 1 unit Vibratory Road Roller, 4.5T cap. - owned
- Required PCAB Registration : **Small B – Ports, Harbor and Offshore Engineering**

The *Philippine Ports Authority* reserves the right to accept or 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.

For further information, please refer to:

Hilda F. Navarro

BAC Secretariat

Philippine Ports Authority,

Port Management Office – Western Leyte/Biliran

L2, B13, Doña Feliza Mejia Subd.,

D. Veloso St., Ormoc City

Tel. No. 053-5614662

Fax No. 053-5614663

Email add: pmowlb_esd@yahoo.com.ph

GERRY D. LIQUIDO

Chairman

Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on the bid submission, eligibility check, opening and evaluation of bids, and on the award of contract.

This Section also contains provisions that are to be used unchanged.

Section III. Bid Data Sheet consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under

Section IV. General Conditions of Contract (GCC), and/or

Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

TABLE OF CONTENTS

A. GENERAL	9
1. Scope of Bid	9
2. Source of Funds	9
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	9
4. Conflict of Interest	10
5. Eligible Bidders.....	12
6. Bidder's Responsibilities	13
7. Origin of GOODS and Services	16
8. Subcontracts	16
B. CONTENTS OF BIDDING DOCUMENTS	16
9. Pre-Bid Conference	16
10. Clarification and Amendment of Bidding Documents.....	17
C. PREPARATION OF BIDS	17
11. Language of Bids	17
12. Documents Comprising the Bid: Eligibility and Technical Components	18
13. Documents Comprising the Bid: Financial Component	20
14. Alternative Bids	21
15. Bid Prices	21
16. Bid Currencies.....	22
17. Bid Validity	22
18. Bid Security.....	23
19. Format and Signing of Bids	25
20. Sealing and Marking of Bids.....	26
D. SUBMISSION AND OPENING OF BIDS.....	27
21. Deadline for Submission of Bids	27
22. Late Bids	27
23. Modification and Withdrawal of Bids	27
24. Opening and Preliminary Examination of Bids	28
E. EVALUATION AND COMPARISON OF BIDS.....	29
25. Process to be Confidential.....	29
26. Clarification of Bids	29
27. Detailed Evaluation and Comparison of Bids	30
28. Post Qualification.....	31

29.	Reservation Clause.....	32
F.	AWARD OF CONTRACT	33
30.	Contract Award	33
31.	Signing of the Contract	34
32.	Performance Security	34
33.	Notice to Proceed	36
34.	Protest Mechanism.....	36

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 Section VI.

1.2. Specifications

- 1.3. 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.
- 1.4. 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:

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 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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <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>	Two percent (2%)
<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>	Five percent (5%)

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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><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></p>	Ten percent (10%)
<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 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>	Thirty percent (30%)

- 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, Port Management Office – Western Leyte/Biliran.</i></p> <p>The name of the Contract is <i>Repair of Damaged Back-up Area, Port of Limasawa, Limasawa Island, So. Leyte</i></p> <p>The identification number of the Contract is <i>(NRP-WLB-01-18).</i></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through Corporate Budget for the contract approved by the governing Board for CY 2018 in the amount of <i>P 6,754,996.00.</i></p> <p>The name of the Project is <i>Repair of Damaged Back-up Area, Port of Limasawa, Limasawa Island, So. Leyte</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)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work. <i>Reclamation Works/ Construction or Repair of Wharf on Fill and Fendering System.</i>
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>July 2, 2018, 10:00AM</i> at <i>Philippine Ports Authority, Port Management Office – Western Leyte/Biliran Conference Room, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City.</i>
10.1	The Procuring Entity's address is:

	<p><i>Philippine Ports Authority, Port Management Office – Western Leyte/Biliran, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City</i></p> <p>MANUEL A. BOHOLANO <i>Port Manager</i> <i>Tel No. (053) – 561-4664 and Fax. No. (053) 561-4663</i></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><tr><td><u>Key Personnel</u></td><td><u>General Experience</u></td><td><u>Relevant Experience</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
12.1(b)(iii.3)	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td></td><td></td><td></td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
13.1	No further instructions.						
13.1(b)	<p>This shall include all of the following documents:</p> <ul style="list-style-type: none">1) Bid prices in the Bill of Quantities;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; and3) Cash flow by quarter or payment schedule.						
13.2	<p>The ABC is P 6,657,593.80. Any bid with a financial component exceeding this amount shall not be accepted.</p>						
14.2	No further instructions.						
15.4	No further instruction.						
16.1	The bid prices shall be quoted in Philippine Pesos.						
16.3	No further instructions.						

17.1	Bids will be valid until <i>November 14, 2018.</i>
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"> 1. The amount of not less than <i>₱ 133,151.88</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than <i>₱ 332,879.69</i> if bid security is in Surety Bond.
18.2	The bid security shall be valid until <i>November 14, 2018.</i>
20.3	Each Bidder shall submit One (1) original and Two (2) copies of the first and second components of its bid.
21	<p>The address for submission of bids is <i>Philippine Ports Authority, Port Management Office – Ormoc, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City.</i></p> <p>The deadline for submission of bids is <i>July 17, 2018 at 10:00AM.</i></p>
24.1	<p>The place of bid opening is <i>Philippine Ports Authority, Port Management Office – Ormoc Conference Room, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City.</i></p> <p>The date and time of bid opening is <i>July 17, 2018 at 10:30AM.</i></p>
24.2	No further instructions.
24.3	No further instructions.
27.3	<p>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.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
27.4	No further instructions.
28.2	<p><i>Licenses and permits relevant to the Project</i></p> <ul style="list-style-type: none"> - <i>Certified True Copy of DTI Registration/ SEC Registration;</i> - <i>Certified True Copy of Valid PCAB License;</i> - <i>Certified True Copy of Mayor's/Business Permit</i>

31.4(f)	<p><i>Additional contract documents:</i></p> <ol style="list-style-type: none"> <i>1.)Manpower Utilization Schedule</i> <i>2.)Construction Methods</i> <i>3.)Equipment Utilization Schedule</i> <i>4.)Construction Safety and Health Program Approved by the Department of Labor and Employment.</i> <i>5.)PERT/CPM</i>
---------	--

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. DEFINITIONS	45
2. INTERPRETATION	47
3. GOVERNING LANGUAGE AND LAW	48
4. COMMUNICATIONS	48
5. POSSESSION OF SITE.....	48
6. THE CONTRACTOR’S OBLIGATIONS	49
7. PERFORMANCE SECURITY.....	50
8. SUBCONTRACTING	51
9. LIQUIDATED DAMAGES	51
10. SITE INVESTIGATION REPORTS.....	51
11. THE PROCURING ENTITY, LICENSES AND PERMITS.....	51
12. CONTRACTOR’S RISK AND WARRANTY SECURITY	52
13. LIABILITY OF THE CONTRACTOR	54
14. PROCURING ENTITY’S RISK.....	54
15. INSURANCE	54
16. TERMINATION FOR DEFAULT OF CONTRACTOR	56
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY	56
18. TERMINATION FOR OTHER CAUSES	57
19. PROCEDURES FOR TERMINATION OF CONTRACTS.....	58
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE	61
21. RESOLUTION OF DISPUTES.....	61
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION	62
23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS.....	62
24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE.....	62
25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE	63
26. EXTENSION OF THE INTENDED COMPLETION DATE	63
27. RIGHT TO VARY.....	63
28. CONTRACTORS RIGHT TO CLAIM.....	64

29. DAYWORKS	64
30. EARLY WARNING	64
31. PROGRAM OF WORK	64
32. MANAGEMENT CONFERENCES.....	65
33. BILL OF QUANTITIES	65
34. INSTRUCTIONS, INSPECTIONS AND AUDITS.....	66
35. IDENTIFYING DEFECTS.....	66
36. COST OF REPAIRS	66
37. CORRECTION OF DEFECTS	66
38. UNCORRECTED DEFECTS	67
39. ADVANCE PAYMENT.....	67
40. PROGRESS PAYMENTS	67
41. PAYMENT CERTIFICATES	68
42. RETENTION	68
43. VARIATION ORDERS.....	69
44. CONTRACT COMPLETION.....	71
45. SUSPENSION OF WORK	71
46. PAYMENT ON TERMINATION.....	72
47. EXTENSION OF CONTRACT TIME.....	72
48. PRICE ADJUSTMENT	73
49. COMPLETION	74
50. TAKING OVER.....	74
51. OPERATING AND MAINTENANCE MANUALS.....	74

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 Intended Completion Date is 110 Calendar Days after the effectivity of the Notice to Proceed.
1.22	The Procuring Entity is the <i>Philippine Ports Authority, Port Management Office – Western Leyte/Biliran, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City.</i>
1.23	The Procuring Entity’s Representative is <i>MANUEL A. BOHOLANO</i> <i>Port Manager.</i> <i>Philippine Ports Authority, Port Management Office – Western Leyte/Biliran, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City.</i>
1.24	The Site is located at <i>Port of Limasawa, Limasawa Island, So. Leyte</i> and is defined in drawings No. <i>1.</i>
1.28	The Start Date is 10 day after the signing of the Notice to Proceed.
1.31	The Works consist of : <i>1.) Demolition Works</i> <i>2.) Earthworks and Rockworks</i> <i>3.) Concrete, Masonry and Steel Works</i>
2.2	<i>No Sectional Completion projected.</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>ten (10) days after the signing of the Notice to Proceed.</i>
6.5	The Contractor shall employ the following Key Personnel : <i>1) Project Manager</i> <i>2) Project Engineer</i> <i>3) Materials Engineer</i> <i>4) Foreman</i>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	None.
12.3	No further instructions.
12.5	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not</i>

	<i>limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
13	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: <i>The Port Manager, PMO-Westen Leyte Biliran, Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City</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 <i>Ten (10) Calendar Days</i> of delivery of the Notice of Award.
31.3	The period between Program of Work updates is <i>Thirty (30) Calendar Days</i> .
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is <i>fifteen percent (15%) of the Contract price</i> .
40.1	No further instructions.
51.1	The date by which "as built" drawings are required is <i>during final inspection of the project and final billing</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>equivalent to the amount payable to the contractor</i> .

Section VI.

Specifications

ITEM 01 : GENERAL REQUIREMENTS

1.1 INTRODUCTION

The Specifications defines the requirements for the quality of materials and workmanship management for the satisfactory completion of the Work under the Contract.

These Specifications shall be read in conjunction with the other Contract Documents. In case of ambiguities or discrepancies, the Specifications shall have precedence over the Drawings and Bill of Quantities, but be overridden by the Conditions of Contract.

The Contractor shall carefully read and understand the exact meaning of the Specifications and/or Drawings.

In case of ambiguities or discrepancies or omission, in the opinion of the Contractor, he shall inform it to the Engineer for actions to be taken. This information shall be submitted in writing at the time of submission of Detailed Construction Schedule in accordance with appropriate Clause of Conditions of Contract. The Engineer shall evaluate the related documents and decide the Works to be carried out based on the Contract. If the Contractor find out any discrepancies and carry out the Works without any consultation with the Engineer, all the risks based on these discrepancies shall be borne by the Contractor.

1.1.1 DESCRIPTION OF PROJECT

1. Work under this Contract shall be subject to the terms and conditions stipulated in appropriate Section of the Conditions of Contract.
2. This Section generally defines the Project as a whole and the items of work to be done under this Contract.

1.1.2 BRIEF PROJECT LOCATION

[Indicate Location/boundaries]

1.1.2 ITEMS OF WORK AND QUANTITIES

The Contractor, unless otherwise specified, shall furnish all labor, tools, equipment, materials, supplies, superintendence and other incidentals and shall perform all operations and maintenance work necessary to completethe work under the contract. Refer to appropriate Section on the Bill of Quantities.

1.2 SITE CONDITIONS

1.2.1 GENERAL

1. Work under this contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.

2. This Section sets forth supplementary and additional information on existing physical condition of the project.

1.2.2 INDIVIDUAL PORT CONDITIONS

[Indicate climate, type of tides, mean tidal range, significant wave height, maximum tidal variation, prevailing wind, the annual mean temperature, warmest and coldest month, existing facilities, etc.]

1.3 MATERIALS AND WORKMANSHIP

1.3.1 GENERAL

1. Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.
2. This Section sets forth supplementary and additional provisions relating to materials, products, equipment and workmanship required under this Contract.

1.3.2 MATERIALS

1. All materials used in the construction of the Permanent Works required under this Contract shall be of first class quality of their respective kinds as specified herein and or described in the Drawings and Bill of Quantities, obtained from approved sources and suppliers of materials conforming to Specifications and shall comply strictly with the **current issue of the appropriate standards** published by the American Society for Testing and Materials (ASTM), the Japanese Industrial Standards (JIS) or other equivalent national or international standards. Reference to Philippine, American Standards in the Specifications or Bill of Quantities does not imply any bias in favor of equipment, fittings, finishing, etc. The Contractor may relate his offer to other National Standards or Codes of Practice but shall explain the system used and provide the Engineer with all the necessary information and comparisons in English showing that his proposed standards are equivalent to the specified standards. Three (3) copies of such alternative standards in English are to be supplied by the Contractor to the Engineer when required. Any material not fully specified herein shall be the best of their kind and be specifically in accordance to the specified material requirements as indicated in the appropriate Section of the Specifications.

2. Grade of Materials: When reference to a standard is made without indication of a specific grade, the materials shall comply with the suitable grade thereof to be selected in consideration of their purpose and approved by the Engineer.

3. Trade Names of the materials indicated in the Contract Documents are intended only to show the standard of the materials on which the design of the particular work is based and also to avoid ambiguous descriptions of the materials in the Drawings and Specifications.

4. The indication of the trade names, therefore, shall in no way be considered a limit to the acceptability of other products of equal or better functions, performances, reliability and durability.

5. Approval of Manufacturer and/or Materials (including alternative materials, equipment): refer to Section 1.7 "Submittals" for specific requirements.

6. Order of Materials: After obtaining the Engineer's approval of the materials which conform with the requirements specified in the Specifications and as indicated on the Drawings, the Contractor shall place the order for materials in accordance with appropriate Section of Conditions of Contract. The Contractor shall forward copies in duplicate to the Engineer of all orders placed by him for the supply of materials to be used in the Permanent Works.

7. Packaging: All materials shall be delivered to the Site in such packages as are normally used for transporting the same to a tropical country and shall be identifiable in a manner acceptable to the Engineer.

1.3.3 NOTICE OF MANUFACTURES

The Contractor shall give the Engineer a written notice of the articles or materials to be prepared or manufactured off-site, stating the place and time of the preparation or manufacture, in sufficient time for the Engineer to make inspections at all stages of the work and not only when any such article or material is completed.

Any article or material which is prepared or manufactured without giving such prior written notice to the Engineer may be rejected if the Engineer considers that inspection was necessary during the progress of the preparation or manufacture.

1.3.4 WORKMANSHIP

The workmanship employed in all works shall be of first class grade in the light of accepted internationally recognized standards of practice and the whole shall be in accordance with the requirement indicated in the Specifications and the Drawings. During its progress, and upon completion, the Works shall conform to the lines, elevations, and grades as shown on the Drawings. The Contractor shall complete the proposed Works in every detail as specified. However, should there be any detail or details omitted from the Drawings or Specifications which are essential to the intended completeness of any work, then it shall be the responsibility of the Contractor to furnish and install such details, subject to approval by the Engineer. Any work or workmanship not conforming to the best practices shall be subject to rejection. The whole of Permanent Works shall be subjected to the Engineer for its approval as to its compliance with the requirement indicated in the Specifications and Drawings.

1.3.5 MEASUREMENT AND PAYMENT

The requirements under materials and workmanship are incidental to other items of work and will not be measured for payment unless otherwise specified in the Bill of Quantities.

1.4 TEMPORARY WORKS

1.4.1 GENERAL

Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.

1.4.2 SCOPE OF WORK

This Section sets forth supplementary and additional provisions relating to preparatory works, facilities including Contractor's temporary facilities, and safeguards required for execution of works under this Contract.

1.4.3 GENERAL PROVISIONS

1. Temporary works, facilities and safeguards specified or required, including coordination with changes of services and similar activities shall be provided, for proper performance of the work, as necessary, to comply with all statutory regulations, and as necessary to expedite and properly execute the project.
2. Temporary Construction shall be adequate for intended uses and for all loads imposed without excessive settlement, deflection or deformation. All parts and members shall be properly supported, wedged, braced and secured to prevent displacement or failure.
3. Temporary and permanent utilities used for construction shall be adequate for the intended uses and not to be overloaded or otherwise used or arranged in any manner endangering persons, premises or works. Connections shall be properly made, lines and wiring securely anchored in place and protected against accidents.
4. Before or upon completion of work, unless otherwise required or directed, preparatory structures, installations and utility services shall be disconnected and removed from the site.

1.4.4 TEMPORARY UTILITIES AND SERVICES

1. Water: The Contractor shall provide the necessary pumps, valves, motors, storage tanks or reservoirs and distribution lines to adequately supply water for the Project including :
 - a. Drinking Water: Providing and maintaining electric water dispensers (with hot and cold water) or connected drinking fountains of sufficient number to reasonable serve the Project.
 - b. Construction Water: Providing and maintaining temporary water service and distribution of adequate capacity for construction/installation/testing purposes. Include portable unit, line extensions, hoses, valves, etc.

2. Electricity: The Contractor shall provide and maintain generators including a stand-by generator of adequate capacity to reasonably serve the Project. The Contractor shall also provide and maintain:

a. Temporary electric service and distribution of adequate capacity for power, lighting and other construction needs including wiring, transformers, safety devices, connections, etc., as necessary.

b. Temporary lighting as necessary to properly and safely perform work at enclosed spaces or under hazardous conditions. Likewise, provide lights for night protection as necessary.

c. Temporary electrical systems shall comply with the local codes and regulations.

The Engineer will assist the Contractor to secure the necessary power source and permit prior to the temporary location of electric services to Site. However, the cost of installation, permits and other related works for this purpose shall be borne by the Contractor.

3. Waste and Rubbish

a. The Contractor shall provide regular daily clean-up and removal of trash, waste, construction debris, etc. from site and temporary work yard.

b. Disposal of waste and rubbish to disposal areas shall be arranged by the Contractor.

4. Submittal

Prior to the provisions of the above facilities, the Contractor shall within ten (10) days after receipt of Notice of Proceed/ Notice to Commence, submit installation plan of the above facilities to the Engineer for approval.

1.4.5 FIRST AID AND FIRE PROTECTION

1. Emergency Calls: Determine locations of nearest available police, hospital or medical service and maintain their lists at the Contractor's Site Office.

2. Fire Protection

a. Establish appropriate emergency routes and procedures and submit plan to the Engineer.

b. Maintain fire extinguishers, connected hoses and other facilities necessary for reasonable fire fighting action at the site and temporary work yard.

3. Minor Injuries: Provide and maintain at the Contractor's Site Office medical and first aid equipment i.e. bandages, medicines and sterilized materials for first-aid treatment of minor injuries and shall also provide one (1) registered Nurse on a full time basis.

1.4.6 CONSTRUCTION SAFEGUARD

1. Trenches intersecting thoroughfares shall be provided with bridges or other crossings suitable carrying in the type of traffic involved with railings as necessary.
2. Open shafts, openings in floors, ramps, platforms and other such conditions shall be protected by sturdy barricades or railing.
3. Scaffolds, ladders, ramps, hoist, and other facilities shall be provided, maintained and operated as necessary.
4. Storage and shop areas shall be provided, arranged and maintained at approved locations as necessary to properly store, handle and fabricate the various materials and equipment required.
5. The Contractor shall hire one (1) Safety Engineer on a full time basis and shall also provide all construction workers/ staff with safety gears (i.e. helmets, shoes, belts, gloves, etc.) at Site.

1.4.7 ACCESS

The Contractor shall provide and maintain adequate access to the Project Site and all areas related to the works at no expense to the government. If existing roads are to be used for access to the Site, the Contractor shall maintain such roads for the duration of their use.

1.4.8 NAVIGATION MARKERS, ETC.

The Contractor shall provide all temporary and navigational aids, markers, lights and notices required for the works or required by law, regulations, and all authorities having jurisdiction over the area covered by the work on land or at sea. The Contractor shall replace at his own expense/cost any navigational or other facilities damaged by Contractor or his Subcontractors.

1.4.9 PROTECTION OF THE PUBLIC

The Contractor shall provide safety devices (i.e. barricades, warning signs and other appropriate tools) as necessary for public protection.

1.4.10 ENVIRONMENTAL PROTECTION

1. Fires

Fires and burning of rubbish on the site are not permitted except when authorized by the Port Fire Marshall and the Engineer. Where fires or burning is permitted, the Contractor shall prevent the structures, materials or vegetation which is to be preserved from staining and/or smoke damage. When so happen, the Contractor shall restore, clean and return stained or damaged work to fresh conditions.

2. Disposal of Waste

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

3. Drainage

The Contractor shall provide temporary drainage and pumping facilities as necessary to keep the Site free from water. The Contractor shall pay attention not to cut waterway or drainage from existing reclaimed areas. The Contractor shall provide when required temporary storm water drainage to prevent existing port area from being flooded.

4. River Diversion

The Contractor shall provide and maintain along temporary river diversion whenever a present river is closed or affected by his works. Such diversion works shall be well protected and enough size to prevent the upstream area from being flooded.

5. Pollution Control

The Contractor shall cover or wet down dry materials and rubbish to prevent blowing dust and debris, and provide dust control for temporary roads and yards.

6. Shore Protection

The Contractor shall construct riprap and embankments along the periphery/shoreline of the port site to serve as a buffer zone, and to prevent erosion/siltation.

7. Protection of Corals, Mangroves, Estuaries and Forest The Contractor shall conserve and protect from injuries the corals, mangroves, estuaries and forest found within the vicinity throughout project implementation.

8. The Contractor shall allocate an Environmental Monitoring Fund (EMF) during the construction period in coordination with PENRO.

9. The Contractor shall comply with all the conditions stipulated in the Environmental Compliance Certificate (ECC).

1.4.11 DEMOLITION OF EXISTING STRUCTURES

1. Temporary Works shall include demolition or removal of existing structures to ground level, legal disposal of debris and materials, including the following requirements:

a. During the time of work, the Contractor shall not interfere with shipping and navigation or other traffic activities.

b. Keeping all pavements and areas leading to and from the site, clean and free of mud, dirt, and debris at all times and sufficiently passable to vehicles and pedestrians.

2. Temporary Works, however, do not include removal of shanties or relocation of squatter's dwellings as this matter is under the responsibility of the Government.

3. Refer to Section 2.2, "Demolition Works" for the detailed provision on demolition of existing major structures as indicated on the Drawings.

1.4.12 MEASUREMENT AND PAYMENT

1.4.12.1 TEMPORARY WORKS

The requirements under Temporary Works as indicated under Section 1.4 are incidental to other items of work and will not be measured for payment unless otherwise specified in the Bill of Quantities.

1.5 CONTRACTOR-FURNISHED FACILITIES/UTILITIES AND TRANSPORT FOR THE ENGINEER'S STAFF (IF ANY)

1.5.1 GENERAL

1. Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.

2. This Section sets forth requirements of the quarter, office, equipment, utilities and transportation that the Contractor shall provide for the Engineer Staff during the entire duration of the Project.

3. This Section also sets forth the maintenance and operation of the site office and quarters for the Engineer staff and the furnishing/renting of laboratory and additional equipment necessary for the efficient monitoring and operation supervision while the construction is in progress.

1.5.2 CONTRACTOR-SUPPLIED QUARTER/OFFICE

1. Combined Quarters/Office Building

a. For New Combined Quarters/Office Building (*Option 1*)

Within the first month after the date of commencement of the overall work, the Contractor shall construct a combined quarter/office building with a 60m² floor area within the compound designated by the Engineer. Refer to the attached drawing for the details. It shall be provided with electricity, potable water supply and drainage/sewerage system.

The field office shall be constructed of G.I. roofing (Ga. 26), plywood ceiling, concrete hollow block wall with plastered finish, plain concrete flooring, glass jalousie windows with iron grills, flush type doors, a kitchen sink with glazed tiles, tiled bathroom/toilet complete with fixtures and water supply and movable partitions for at least two (2) rooms. It shall be painted with at least two (2) coatings.

The field office shall be located within the area to be determined by the Engineer in coordination with PDO/PMO concerned. The Contractor shall submit for approval the working drawings of the field office prior to its construction. Upon instruction of the Engineer, the field office may be demolished by the Contractor after the completion of the Project.

or:.

b. For Refurbishment of Combined Quarters/Office Building (*Option 2*)

The Contractor shall repair and refurbish the existing Engineer Staff House in _____ which will be utilized as quarter/office for the Engineer staff. The Contractor shall make the necessary improvements but not limited with the following: minor structural repair, vitrified ceramic tiles, painting, perimeter fence, and as directed by the Engineer.

c. (*Option 3*) The Contractor may also provide ready-made prefabricated quarter/office buildings. He also may rent existing building suitable for the installation of main quarter/office (this could be a temporary solution) if the quarter/office specified in 1.5.2a are not ready on time). Any alternative solution must provide for an equivalent area and number of rooms as specified above and will be subject to the approval of the Engineer.

1.5.3 OFFICE EQUIPMENT FOR USE OF PPA ENGINEER AND STAFF

The Contractor shall provide brand new furniture of excellent quality within thirty (30) days after the date of commencement of work for the site quarter/office for the use of the Engineer and his staff. The Contractor shall make available for use of the Engineer other equipment as may be necessary for the proper functioning of the office. The equipment shall be the property of PPA. Operation and maintenance shall be borne by PPA.

QUANTITY	DESCRIPTION
3	Jr. Executive Tables 1.5 x 0.70m, with chair
1	Wooden Conference Table with chairs (6-seaters)
4	Single bed with 4" mattress and beddings
1	Hot & Cold water dispenser (5gallons capacity potable water)
3	Waste paper basket with cover

3	Calculators with Scientific Functions (12 digit capacity)
1	Communication System for sole use of the Engineer and staff
1	Gas Stove (2 burners with tank)
1	Electric air-pot (2.5 liters capacity)
1	Desk Fan 16" φ
1	Filing cabinet, four (4) drawers with lock
2	Air-conditioning Units (window type, 1.5 hp)
1	Refrigerator (6 cuft)
1	Stapler, staple remover and puncher (each), heavy duty
1	White Board with eraser & marker 3" x 4'

1.5.4 COMMUNICATION SYSTEM

The Contractor shall purchase two (2) brand new Computer units, complete with Printer, UPS and accessories and one (1) set of computer table and chair for the use of the PPA Engineer and Staff at the start of the Project. The unit shall be the property of PPA. Operation and maintenance shall be borne by PPA.

Description/Specifications:

BRAND/ MODEL	IBM, ACER, HP PAVILLION or branded equivalent
PROCESSOR	Intel Core 2 Duo Processor
CHIPSET	Intel 975
SYSTEM MEMORY	DDR2 SDRAM PC – 667, 4GB
GRAPHICS	Nvidia Geforce FX 5500/128MB
DRIVES	1.44MB 3.5" FDD
HDD	250 GB Seagate HDD or equivalent
DVD-ROM	52x DVD/CDWR –ROM Drive

I/O INTERFACE	4-USB, 1-Parallel, 2-Serial, 2-Mic-in jacks, 2-PS/2, 1-RJ-45 1-Line in 1 Jack, 1-Line-out Jack,
I/O EXPANSION AUDIO	1-AGP, 3-PCI Embedded AC'97 3D PCI Audio with 16 bit Sound
SPEAKERS	External Speaker
KEYBOARD	USB Keyboard with internet and email address keys, Audio/Video controls, Volume dial & mute, Suspend/resume button
MOUSE	USB Scroll Mouse with Pad/Optical Mouse
DISPLAY	19" LCD Color Monitor
OS BUNDLED (Certification/License)	Windows XP Professional OEM
OFFICE SOFTWARE	Ms Office 2003/2007 on XP Edition
ANTI-VIRUS SOFTWARE	Symantec or Norton
POWER MANAGEMENT	ACPI compliant
SYSTEM COMPLIANCE	PC 2001, NSTL Y2K, Energy Star, ISO 9001, ISO
EMI CERTIFICATION	FCC, CE, C-tick, BSMI
SAFETY CERTIFICATION	CB, UL, CUL/CSA, CCEE, CCIB Nemko, B-Mark, TUV/GS
PRINTER	HP Officejet K7100 or equivalent
UPS	AI PLUS 1000 Input: 230V, 50/60 Hz

1.5.5 DIGITAL CAMERA

The Contractor shall purchase one (1) brand new digital camera for use of the PPA Engineer and staff of the project. The unit shall be the property of PPA. Operation and maintenance shall be borne by PPA

The camera shall be a 8.2 Megapixel resolution Digital Camera with upgraded lens, 5x optical zoom, five area autofocus, 2.5 LCD screen and PictBridge-enable. Internal memory

should be 32MB internal memory and with additional of 512MB or higher. The make shall be Sony Cyber-shot T Series-DSC-T100/R Digital Camera or equivalent.

1.5.6 UTILITIES

The site offices shall be provided with connections to the electrical system and to the potable water supply. Otherwise, the Contractor shall provide portable electric powers for the use of the site office and the Engineer 's quarter.

1.5.7 TRANSPORTATION

Contractor-supplied transportation: Within fifteen (15) calendar days after the date of Commencement of Work, the Contractor shall provide the Engineer staff with the following vehicles:

The vehicle shall be a mini van type with automatic transmission, diesel or gasoline engine with a displacement of 2.0 G Gas A/T or 2.5 G Diesel series, fully loaded with accessories. (Power steering/Windows/Slide Mirror/Antenna/Wood trim panel/Alloy mags wheels/Built-in Fog lamp/rear wiper., tri-air condition (tropical heater), Audio System: Single In-dash DVD/MP3/Tuner with remote with 6 speakers (including 2 wheelers) Video system: dual 6.5" Headrest Mounted LCD monitors with Infra-red Headphone System. The make shall be 2008 Toyota Innova A/T or equivalent.

Temporary service vehicles shall be provided by the Contractor for the Engineer's staff until the arrival of the above-mentioned vehicles at no cost to the Engineer. Unless otherwise specified, all furnished vehicles shall be turned over to PPA on a first class condition upon the issuance of the Final Taking-over Certificates.

The Contractor shall submit to the Engineer catalogues or brochures of the vehicles for his approval and satisfaction prior to purchase within ten (10) days after the receipt of the Notice to Proceed/Notice to Commence.

The vehicle shall be *[brand new/in good running condition (if to be rented only)]* and shall carry or be fitted with the accessories as may be prescribed by laws and shall comply in all respects with all relevant Philippine national or local laws, statutes and regulations.

1.5.8 SURVEY BOAT AND SURVEY INSTRUMENTS

A boat (4 persons capacity, min.) shall be made available at the Engineer's request each time it is considered necessary by the Engineer representative for bathymetric surveys and for the proper supervision of the works.

The Contractor shall also make his own survey instruments available to the Engineer when required for the purpose of checking the staking of the structures or for any other survey works.

1.5.9 OPERATION AND MAINTENANCE

1. The Contractor shall be responsible for the operation and maintenance of all facilities and equipment required. The Contractor shall also undertake the repair, renewal and/or replacement of damaged parts or portions of these facilities when required. All necessary materials, supplies and other articles to include the supply of water and electricity normally needed for the efficient operation of the site office and quarter of the Engineer shall be provided by the Contractor.

2. The Contractor shall furnish a combination cook-steward or one cook and one steward per respective quarter.

3. The Contractor shall provide security personnel in the Engineer quarters at all times.

4. The Contractor shall also provide drivers, operating supplies and maintenance for the vehicles specified under Sec. 1.5.4 above:

- Mini van type with automatic transmission, diesel or gasoline engine with a displacement of 2.0 G Gas A/T or 2.5 G Diesel series with a minimum of 10 liters of fuel per day each.

All vehicles shall be covered by comprehensive insurance during the entire duration of the project.

Should the Contractor fail to maintain, repair or replace any work when the same is required or fail to supply any material, article or supplies necessary within the time specified by the Engineer, the Engineer may execute or cause to be executed by others such maintenance, repair or replacement works and procurement; and the Contractor shall pay thereof, as certified by the Engineer or the Engineer's shall have the right to deduct the sum from any collection which is due or which will become due to the Contractor.

1.5.10 MEASUREMENT AND PAYMENT

Facilities to be provided by the Contractor to the Engineer Staff:

1.5.10.1 NEWLY CONSTRUCTED QUARTER/OFFICE BUILDING FOR THE ENGINEER STAFF (OPTION 1)

1. Lump sum item shall be provided for the provision of the newly constructed main quarter/office building and as given in the Bill of Quantities including the acquisition of the furniture and equipment as listed under sub-section 1.5.2.

3. Lump sum items shall be provided for the maintenance and running costs of the main quarter/office as shown in the Bill of Quantities which shall be paid on a monthly basis during the time the Engineer staff occupies the building prior to becoming the property of the Engineer. It shall include the maintenance of furnishing and equipment, office

supplies, utilities, monthly salaries of cook-steward and security personnel as indicated under sub-section 1.5.6.

or:

1.5.10.2 RENTED QUARTER/OFFICE BUILDING FOR THE ENGINEER STAFF (OPTION 2)

1. Lump sum items shall be provided for the rental of Site Quarter/Office Building which shall be paid on a monthly basis during the time the Engineer Staff occupies the buildings and shall also include the maintenance and running cost for the monthly maintenance of furnishing and equipment, office supplies, utilities, monthly salaries of cook-steward and security personnel as indicated under sub-section 1.5.6.

2. Lump sum items shall be provided for the repair and refurbishment of existing Engineer's staff house which shall be paid on a monthly basis during the time the Engineer's staff occupies the building and shall also include the maintenance and running cost for the monthly maintenance of furnishing and equipment, office supplies, utilities, monthly salaries of cook-steward and security personnel as indicated under sub-section 1.5.6.

4. Lump sum prices shall be paid for the acquisition of furniture and equipment listed under sub-sections 1.5.3, 1.5.4 and 1.5.5.

1.5.10.3 VEHICLES

1. The quantities to be paid for the provision of vehicles for Engineer's Staff shall be the number and type of vehicles supplied as specified and listed in sub-section 1.5.7.

2. Operation and maintenance of vehicles will be paid for on a monthly rate which prices and payment shall include full compensation for providing repairs, fuel, lubricants, equipment tools, drivers and incidental necessary to complete the item.

3. Payment will continue so long as such facilities mentioned above are needed or until such time as Engineer's shall signify that the facilities are no longer needed.

1.6 TESTS AND INSPECTIONS

1.6.1 GENERAL

1. Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.

2. This Section set forth general provisions regarding tests and inspections required under this Contract.

1.6.2 TEST

1. The Contractor shall carry out all tests required under the various sections of the Specifications in the presence and under the supervision of the Engineer.

2. All materials delivered to the site shall be subject to examinations and tests, should such test be desired by the Engineer, the Contractor will be given sufficient time to test said materials.

All tests required shall be performed at any accredited regional Laboratory of the Bureau of Research and Standard (BRS) of the DPWH or Department of Science and Technology (DOST). PPA must accept results of materials test(s) coming only from DOST/BRS Accredited Laboratories.

The service(s) of accredited private testing laboratories shall be engage only upon a certification from BRS or the concerned DPWH Regional or District Testing Laboratory stating that it does not have the capability to undertake the desired tests. All testing shall be witnessed both by the authorized representatives of the Contractor and the Engineer.

3. The provisions of testing shall be closely-knit with the Construction Schedule so that all specified/required tests can be completed within the normal working hours on a one-shift basis, except for those that would require longer time to be carried out.

4. All tests shall generally be carried out in accordance with the requirements and procedures of accepted/established standards or as instructed by the Engineer.

As for the testing methods, other accepted/approved equivalent standards may be applied; in such case the Contractor shall submit the copies of such standards for the Engineer approval beforehand.

5. Unless otherwise expressly stated, all tests and the works in connection therewith shall be considered as incidental to the Permanent Works which require such tests and all costs thereof shall be deemed to be included in and covered by the Scheduled Rates of the "Pay Items".

6. The Engineer shall have the right to reject all materials which do not comply with the requirements of the Contract notwithstanding any previous approval thereof.

7. On account of the rejection of materials due to their non-compliance with the requirements of the Contract or due to the waiting time reasonably required for carrying out the examinations and tests, the Contractor shall not be entitled to any extra payment or extension of time for completion of the Works.

8. The Contractor shall furnish test samples as requested and shall provide reasonable assistance and cooperation as deemed necessary to permit the tests to be performed on materials or work in place including reasonable stoppage of work during testing.

1.6.3 CONTRACTOR'S LABORATORY EQUIPMENT, APPARATUS AND APPLIANCES

Quantity	Description
TESTING OF SOILS	
Gradation	
1	3" x 8" dia. Brass Sieve
1	2" x 8" dia. Brass Sieve
1	1-1/2" x 8" dia. Brass Sieve
1	1" x 8" dia. Brass Sieve
1	3/4" x 8" dia. Brass Sieve
1	1/2" x 8" dia. Brass Sieve
1	3/8"x 8" dia. Brass Sieve
1	#4 x 8" dia. Brass Sieve
1	#10 x 8" dia. Brass Sieve
1	#20 x 8" dia. Brass Sieve
2	#40 x 8" dia. Brass Sieve
1	#100 x 8" dia. Brass Sieve
1	#200 x 8" dia. Brass Sieve
1	#200 x 8" dia. Brass Sieve 4" deep for washing
1	Brass Pan, 8" dia. x 2" deep
1	Brass Cover with ring
2	Galvanized Steel Pan, 24" x 24" x 3"
2	Volumetric Flask, 500 ml with top
1	Hand Operated Sieve Shaker (for 8" dia. sieve)
1	Wire Basket (2.36 mm mesh)
1	Triple Beam Balance, 2610 grams
1	Heavy Duty Solution Balance 0.1 gram sensitivity
ATTERBERG LIMITS	
1	Liquid Limit Set
1	Plastic Limit Set

1	Wash Bottle, 25 ml
1	Cent-0-Gram Balance, 310 grams

MOISTURE-DENSITY RELATIONS (AASHTO T-99 and T-180)

1	Compaction Mold, 4" dia.
1	Compaction Rammer, 5.5 lbs.
1	Compaction Mold, 6" dia.
1	Compaction Rammer, 10 lbs.
1	Steel Straightedge, 12"
1	Mixing Trowel, 2.5" x 4.5" Blade
1	Spatula, 4 inches
1	Trimming Knife
1	Heavy Duty Solution Balance
1	20 kgs cap., 1 gram sensitivity
1	Mixing Pan. 24" x 24" x 3"
24	Moisture Can, 3 ounces

FIELD DENSITY

2	Sand Cone and Jug (Plastic)
2	Replacement Jug (Plastic)
2	Density Plate
500	Plastic Bags, 8" x 14" Size 0.0035 substance
2	Sampling Spoon
2	One-gallon Field Cans
3	One-inch Steel Chisel
2	Sand Scoop
2	Ball Hammer
1	Field Scale, 15 kg, 4.5 gram sensitivity

CONCRETE TESTING EQUIPMENT

1	Concrete compressive/flexural strength testing
1	machine
1	#8 x 8" dia. Brass Seive
1	#16 x 8" dia. Brass Sieve
1	#30 x 8" dia. Brass Sieve
1	#50 x 8" dia. Brass Sieve
1	#100 x 8" dia. Brass Sieve

1	Sampler Splitter, 2-1/2" Chutes
12	Slump Cone and Base with Graduated Tamping Rod
1	Cylinder Mold, 6" dia. x 12"
1	Precision Air Meter, 1/4 cu.ft.
1	Mixing Pan, 24" x 24" x3"
1	Cement Trowel
1	Thermometer, 0-250 degrees C, 8" long, Armoured
2	Yield Bucket, 1/10 cu.ft.
	Yield Bucket, 1/2 cu.ft.
1	Sand Absorption Cone and Tamper (AASHTO T-84)
1	Pycnometer Top and Jar (AASHTO T-84)
1	Density Basket (AASHTO T-85)

MISCELLANEOUS EQUIPMENT

1	Laboratory Oven, Double Wall
1	Gravity Connection, 220/60 Hz A.C. cap. 1. cu.m.
1	Hot Plate, 12" x 12", 220 volts
1	Speedy Moisture Tester
1	Organic Impurities Test Set
1	Sand Equivalent Test Set
1	Gas Range, 2 Burners

OTHERS

2 bottles	Sodium Hydroxide Solution
1 carton	Capping Compound
4 bottles	Sodium Sulfate
1 carton	Calcium Carbide Reagent
3 bottles	Sand Equivalent Stock Solution
1	Color Standard Chart
5 gallons	Distilled Water

1.6.4 MEASUREMENT AND PAYMENT

Unless otherwise expressly stated, all tests and the works in connection therewith shall be considered as incidentals to the Permanent Works which require such tests and all costs thereof shall be deemed to be included in and covered by the scheduled rates of the Pay Items.

1.7 SUBMITTALS

1.7.1 GENERAL

1. Work under this Contract shall be subject to the terms and conditions stipulated in the Conditions of Contract.
2. This Section sets forth general provisions regarding submittals required of the Contractor.
3. Related submittals other than sureties and insurances:
 - a. Contractor-furnished drawings, data and samples
 - b. Temporary access and haul roads
 - c. Monthly Progress Report with Photographs
 - d. Construction schedule
 - e. Tests and Inspection - Section 1.6
 - f. As-built drawings
 - g. Final construction report
4. Until submittal is reviewed by the Engineer and approved and released for distribution, work involving the relevant product data shall not proceed.
5. The Engineer's review will be signified by comments as required, identifying items for resubmission and by the Engineer's stamp when work is released for distribution.

1.7.2 CONTRACTOR-SUPPLIED DOCUMENTS

1. The Contractor shall supply the following documents as required by the Specifications or as requested by the Engineer.
 - a. Surveying and sounding drawings, and reports on sub-soil investigations when required.
 - b. Structural calculations for temporary construction and erection stages of the permanent structures, inclusive of the determination of the strength and stability of the already completed structural members, as well as the stability of excavations, embankments, retaining walls and dikes, insofar as concerns additional loads that occur in the course of the execution of the construction work.
 - c. Drawing and calculations in connection with any alternative proposal for design and execution of the special construction method or sequence for construction or erection of the permanent structures or parts thereof.
 - d. Reports and records of all tests on materials carried out by the Contractor or by his Suppliers.
 - e. Construction Schedules, monthly progress reports, final construction reports, shop drawings, as-built drawings, product data, samples and construction photographs.

1.7.3 CONSTRUCTION SCHEDULES, SURVEY DATA AND SHOP DRAWINGS

1. Construction schedules, survey data, field drawings and shop drawings shall be originally prepared by Contractor, Sub-Contractor, Supplier or Distributor to illustrate the appropriate portion of work. The work item shall be described in relation to responsibility, fabrication, layout, setting or erection details as specified in appropriate Sections.

2. Submittal drawings to be reproducible transparency with one opaque print.

3. Maximum sheet size is 610 mm x 810 mm (24" x 32").

1.7.4 PRODUCT DATA

1. Certain sections of the Specifications state that manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data will be accepted in lieu of shop drawings.

2. From the above and when necessary:

- a. Delete information which is not applicable to the project;
- b. Supplement standard information to provide additional information applicable to the project;
- c. Show dimensions and clearances required;
- d. Show performance characteristics and capacities; and
- e. Show wiring diagrams and controls.

1.7.5 SAMPLES

1. Submit samples in sizes and quantities specified.

2. Where color is a criterion, submit full range of colors.

3. Construct field samples and mock-ups at locations acceptable to the Engineer.

4. Construct each sample or mock-up complete, including work of all trades required to finish work.

5. Reviewed and approved samples or mock-ups will become standards of workmanship and material against which, installed work will be checked on the project.

1.7.6 CONTRACTOR'S RESPONSIBILITIES

1. Review shop drawings, product data and samples prior to submission.

2. Verify:

- Field measurements
- Field construction criteria
- Catalogue numbers and similar data

3. Coordinate each submittal with the Project requirements and Contract Documents.

4. Contractor's responsibility for errors and omissions on submittals is not relieved by the Engineer's review and approval of submittals.

5. Contractor's responsibility for deviations on submittals from requirements of Contract Documents is not relieved by the Engineer's review of submittals, unless the Engineer give written acceptance of specified deviations.

6. Notify the Engineer, in writing at time of submission, of deviation on submittals from requirements of Contract Documents. After the Engineer 's review, distribute copies.

1.7.7 SUBMISSION REQUIREMENTS

1. Schedule submissions at least five (5) working days before dates reviewed submittals will be needed.

2. Submit one reproducible transparency and one opaque print of schedules, survey data and shop drawings, and the number of copies of product data which Contractor requires for distribution plus three (3) copies which will be retained by the Engineer.

3. Accompany submittals with transmittal letters, in duplicate copies, containing:

- a. Date
- b. Project title and number
- c. Contractor's name and address
- d. Number of each shop drawing, product data and sample submitted
- e. Other pertinent data

4. Submittals shall include:

- a. Date and revision dates
- b. Project title and number
- c. Name of - Contractor
 - Sub-Contractor
 - Supplier
 - Manufacturer
 - Separate retailer when pertinent
- d. Identification of product or material
- e. Relation to adjacent structure or materials
- f. Field dimensions, clearly identified as such
- g. Specifications Section Number
- h. Applicable standards, such as ASTM numbers
- i. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

5. Test reports shall be submitted in seven (7) copies at Contractor's expense within five (5) working days of the completion of respective tests or within such times as may be specifically directed by the Engineer.

5. Additional copies of any information if and when found to be necessary shall be furnished by Contractor at his own expense upon request by the Engineer.

1.7.8 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

1. Distribute copies of shop drawings and product data which carry the Engineer 's stamp, to:

- a. Job-site file
- b. Record documents file
- c. Sub-contractors
- d. Suppliers
- e. Fabricators

As appropriate in each case.

1.7.9 CONSTRUCTION PHOTOGRAPHS

1. Provide record progress photographs taken at a fixed point and angle as, when and where directed by the Engineer at intervals of not more than ten (10) days. The photographs shall be sufficient in number and location to record the exact progress of works. Provide one (1) proof print of each photograph taken and the negative and five (5) colored copies, 254 mm x 203 mm of any of the photographs selected by the Engineer. Two (2) copies are to be signed by the Contractor and the Engineer's Representatives. Albums to accommodate the selected photographs shall be supplied by Contractor.

1.7.10 MONTHLY PROGRESS REPORT

1. The Contractor shall maintain a daily log describing the important events pertaining to the Works, the working hours, the number of laborers employed, effective operation time of equipment, overtime hours, delays due to meteorological and maritime conditions, lack of labor, materials or equipment, progress made including those for dredging and reclamation works, and instructions, notifications and recommendations made by the Engineer.

2. The Contractor shall furnish the Engineer with eight (8) copies of the monthly progress reports within seven (7) days after the end of every month, indicating progress made, construction activities, inventories of material used and stored on job site, number of laborers, equipment available and hours utilized, number of working days, the summary of the daily log of the month and all important events in relation to the Works.

1.7.11 AS-BUILT DRAWINGS AND FINAL CONSTRUCTION REPORT

Within thirty (30) calendar days after the issuance of the Taking Over Certificate, the Contractor shall prepare and submit two (2) sets of as-built drawings and a final construction report as draft. And within thirty (30) calendar days after the issuance of the Taking Over Certificate, the Contractor shall submit five (5) sets of the Final Construction Report and ten (10) Final As-Built drawings. As-built drawings of the works consists of one (1) set of original size reproducible (mylar), two (2) sets of copies of original size (white print), one (1) set of reproducible (acetate) reduced to A3 size (420 mm x 297 mm) and six (6) sets of bound copies reduced to A3 size.

1.7.12 MEASUREMENT AND PAYMENT

Items of this section are incidental to the Works and will not be measured for payment.

1.8 STANDARDS AND ABBREVIATIONS

1.8.1 GENERAL

1. Work under this Contract shall be subject to the terms and conditions stipulated in the Condition of Contract.
2. This Section sets forth standards and abbreviations referred to in the various Sections of the Technical Specifications.

1.8.2 STANDARDS

1. In the Specifications, reference are made to the standards issued by the following organizations and referred to by the abbreviations shown:

Organization	Abbreviation
a. Philippine National Standard (Product Standard Agency)	PNS
b. Japanese Industrial Standards	JIS
c. Standard Specifications, by DPWH (1995 edition Volume I & III) (2004 edition Volume II)	SS(DPWH)
d. Design Guidelines Criteria and Standards, Volume II (DPWH)	DGC
e. Technical Standards for Ports and Harbor Facilities (DPWH)	TS
f. Design Manual for Port and Harbor Facilities in Japan, the Ministry of Transport, Japan 1989	DN
g. Technical Standards and Commentaries for Port and Harbour Facilities in Japan (2002)	TSCPHFJ
h. Philippine Institute of Civil Engineers	PICE

i. Association of Structural Engineers of the Philippines	ASEP
j. American Association of State Highway and Transportation Officials	AASHTO
k. American Concrete Institute	ACI
l. American Institute of Steel Construction	AISC
m. American National Standards Institute	ANSI
n. American Petroleum Institute	API
o. American Society for Testing and Materials	ASTM
p. American Welding Society	AWS
q. American Water Works Association	AWWA
r. Steel Structures Painting Council	SSPC

2. standards listed above, may be considered to be equally applicable/acceptable, provided that performance and functions of materials or workmanship or methods of tests, etc. are equal to or better than those specified in the above-listed standards and provided that the quantity of the Works will not be increased/adjusted just to comply with the proposed standard.

3. The Contractor shall submit proof that, when a standard other than that specified is proposed, it is in fact equal to or better than the specified standard. Such reference shall in every case be considered to be made in accordance with the latest edition of the said reference.

4. 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.

1.8.3 ABBREVIATIONS

In the Technical Specifications, the following abbreviations are used:

	Items	Abbreviations
1.	Millimeter (s)	mm (s)
2.	centimeter (s)	cm (s)
3.	meter (s)	m (s)
4.	kilogram (s)	kg (s)
5.	metric tonne (s)	t (s)

6.	maximum	max
7.	minimum	min.
8.	typical	Typ.
9.	Drawing (s)	Dwgs.
10.	Elevation	Elev.
11.	diameter	dia.
12.	Division	Div.
13.	Approximately	approx..
14.	Kilometer (s)	km (s)
15.	Quantity	Q'ty
16.	Linear meter (s)	l.m.
17.	Length	L
18.	Pascal	Pa
19.	Megapascal	MPa
20.	Kilopascal	KPa
21.	Newton	N
22.	Liter	L
23.	Knot	Kn

1.9 MOBILIZATION/DEMOBILIZATION AND CLEANING

1.9.1 GENERAL

Work under this Contract shall be in accordance with the terms and conditions stipulated in the Conditions of Contract and Section 1 "General Requirements" of these Specifications and shall apply to this Section whether herein referred to or not.

1.9.2 SCOPE OF WORK

This Section includes mobilization, demobilization, assembly and disassembly of equipment/plants including incidentals necessary to complete the work.

1.9.3 MOBILIZATION

1. The Contractor shall mobilize and put into operation all equipment and plants required to undertake the Contract.

2. Mobilization shall include the transferring to the job-sites of all equipment, plants, supplies and materials, personnel, and all items necessary for the execution and completion of the work, and shall also include the setting up of all equipment, instruments and all other plants until rendered operable, subject to the confirmation of the Engineer.

3. Sufficient supply of spares for the equipment and plants shall be carried on-board the towing/carrying vessels. Equipment/plants encountering breakdowns must be repaired on site by the most expeditious method possible at no cost to PPA. In the event that the equipment/plants call for major repair works that cannot be undertaken at the site, the

Contractor shall replace such equipment/plants with equal or better performance capacity at no additional mobilization costs to PPA and the Contractor shall not be entitled to any time extension.

1.9.4 DEMOBILIZATION

Demobilization upon request of the Contractor and approved by the Engineer, shall include the following:

1. The dismantling, preparation and loading for removal and shipment of all Contractor's plant, equipment and personnel at each site after completion of the works.
2. Transportation of all the above plant, equipment and materials from each site to the Contractor's home station or somewhere else outside the sites.
3. Removal of all supplementary markers furnished and installed by the Contractor, provided that the Engineer has not taken the option to retain the markers.
4. The clean up of the Site and the removal of materials, debris, waste, etc., and making good damages or temporary alterations.

1.9.5 MEASUREMENT AND PAYMENT

Payment for this item includes the expenses incurred by the Contractor for moving-in of minimum major equipment and/or plant required for the project and moving out of the same after final acceptance of the work including cleaning-up. Fifty percent (50%) of the total amount shall be payable after mobilization activity while the remaining fifty percent (50%) payable after acceptance of the completed project. A list of equipment showing the detailed cost for its mobilization and demobilization works shall be included in the bid amount for this item.

ITEM 02 : 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 old structures, reusable materials, port accessories and obstructions including demolition of miscellaneous concrete curbs etc., as required for the execution of the Contract.

The Contractor shall submit the proposed methodology or procedure of demolition work with detailed drawings and calculations if necessary, to the Engineer for approval, before the execution of the Works.

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. To this end, the temporary construction works such as excavation shall be conducted by the Contractor.
5. Materials coming from the demolition/removal 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.
6. In case of demolition of wharf deck and platform, the contractor shall ensure that no debris will be remained/deposited at seabed.
7. In case of removal of obstructions other than properties of PPA (ie; ship wreckages), the contractor shall coordinate with PMO and PPA engineers regarding the methodology to be used and its legal matters.

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.

The Contractor may dump debris or extracted rocks on land areas but out of the site, which areas shall be procured and prepared at his own expense. In this case, safety measures shall be undertaken in the transporting, unloading, covering and others as requested by the Engineer.

The approximate distance of the disposal site from the project site is about five (5) kms., as designated by the PMO thru the implementing office.

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. Rocks removed from existing slope protection shall be stored for re-use in new construction.

5. Demolish pavements, curbs, fences, utilities, services, navigation aids and the likes as determined in the field for each project and as shown on the drawings or as directed by the Engineer.
6. Materials coming from the demolition/removal 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.

ITEM 03 : EXCAVATION WORKS

SCOPE OF WORK

General Provisions

1. The area shall be excavated at the *required depth* as indicated on the Drawing/s.
2. The work includes furnishing of all labor, materials, plants and equipment required to complete/finish the excavation works.

Work Schedules

1. After examinations of all relevant data, coordination needs, work constrains, equipment to be used and other matters, a PERT/CPM diagram showing the detailed schedule/duration and sequences for the execution of excavation work shall be submitted to the Engineer for approval within 15 days before the proposed commencement of the Works.
2. Before the commencement of excavation works, the Contractor together with the Authority's Representatives and Surveyors shall conduct a pre-joint hydrographic and topographic survey which will form basis of actual quantity of excavated materials to be removed/excavated.
3. Prior to excavation works, the Contractor shall establish visible markers to clearly define the limits of the excavation.

EQUIPMENT/LAYOUT OF WORK

Plant

1. The Contractor shall keep on the job sufficient equipment/plant to meet the requirement of the project.
2. The equipment/plant shall be in satisfactorily operating conditions and capable of efficiently performing the excavation works with safety as set forth herein and shall be subject to inspection by the Engineer at all times.

Physical Data/Layout of Work

1. The Authority does not guarantee to keep the project excavation area free from obstructions.
2. The Contractor shall conduct the work in such manner not to disrupt the port operational activities at all times.

3. The Contractor shall layout his work from the government established ranges and gauges which shall be pointed out to him prior to commencement of the excavation work but shall be responsible for all measurements in connection therewith.
4. The Contractor shall furnish, at his own expense, survey equipment, range markers, poles, buoys, etc., and labor as may be required in laying out any part of the excavation work.
5. The Contractor shall be responsible for the installation, maintenance and preservation of all gauges, ranges, platforms, excavation limit markers. Upon completion of the work, the Contractor shall promptly remove all ranges, markers, and other marker placed by him that may be detrimental to port operation.

EXECUTION

EXCAVATION WORKS

Description

1. This item shall consist for the removal of existing seabed/fill in conformity with the dimensions shown in hydrographic and topographic survey plan or as established by the Engineer.
2. The excavated suitable materials shall be used if proven to pass the requirements as backfilling materials.
3. The excavated good materials shall be stockpiled within the project site to be designated by the Engineer. The good materials shall be used for backfilling as directed by the Engineer.

Progress of Work

1. Upon mobilizing sufficient labors, materials, plants and equipment, the Contractor shall works at such hours as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved schedule (PERT/CPM). If the Contractor falls behind the approved excavation schedule, the Engineer may require the Contractor to increase the number of shifts and/or equipment without extra cost to the Authority.
2. Failure of the Contractor to comply with the requirements shall be reasonable grounds to assume that the Contractor is not performing the excavation work with such diligence as will insure completion within the specified time, in which case, the Engineer may be compelled to take steps to protect the interest of the PPA.
3. When the Contractor elects to work overtime and on Sundays and legal holidays, appropriate authority from those concern must be secured and notice of his intention

to do so shall be submitted to the Engineer within the reasonable time in advance thereof.

4. The Contractor shall *submit daily excavation reports in duplicate* within two (2) days after the end of the day covered by the report duly signed by the Contractor or his duly authorized representative and the Engineer. The report shall be made in forms and to be provided by the Authority.
5. The Contractor shall take necessary measures to protect the life and health of his men in accordance with the existing laws and regulations of the Government. The Contractor shall provide safety devices to Engineer and personnel while on board the equipment/plant in performance of their official duties.
6. The Contractor shall put up and maintain such markers and buoys as will prevent any accident in consequence of his excavation work. No liability whatsoever attaches to the Authority, if as a result of the operations or installation, an accident happens in the project area. The Contractor shall hold the Authority free and harmless against any or all claims of persons involve in such accidents.

EXCAVATED MATERIALS

1. Disposal of excavated unsuitable materials from seabed shall be transported and deposited at 10.00 kms. (minimum) away from the area to be excavated.
2. Stockpiling and usage of excavated materials from existing backfill shall be approved by the Engineer in coordination with the Agency.

Displace Materials

1. Should the Contractor, during the progress of the excavation works, lose, dump, throw overboard, sink, misplace any materials, plant, machinery or appliance which may be dangerous to or obstruct navigation and/or port operations activities, the Contractor shall immediately give notice with description and location of such obstruction to the Authority and when required, shall mark the obstruction until such time the same is removed.
2. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions shall be removed by the Authority and the cost of its removal shall be deducted from any money due or to become due to the Contractor or proceeded against his performance bond.
3. Any excavated materials that is deposited other than the designated area will not be paid and the Contractor shall be required to remove such misplaced materials and deposit it to where directed at his expense.

INSPECTION

1. No PPA Project Engineer or Authority's Representative is authorized to change any provisions of the excavation specifications without written authorization of the Authority.
2. Nor shall the presence or absence of a PPA project Engineer or Authority's Representative relieve the Contractor from any of his responsibility under the Contract.

PAY LIMITS

It is to be clearly understood that no payments will be made for excavation beyond the excavation limits. The Contractor shall bear all the cost of over excavation beyond the project depth and in addition, of any remedial measures ordered by the Authority or its representative to be taken in areas over excavation is not permitted.

SOUNDINGS

1. The Contractor, in the presence or joint with the Authority's Representative and during the progress of the excavation works, shall perform continuous checking of the depth thru soundings.
2. For the purpose of work progress payments; the Contractor, jointly with the Authority's Representative and/or Surveyors, shall conduct soundings on areas subjected to excavation activities during the month or the preceding period for which payment is being claimed.
3. The Contractor will be responsible for all costs involved in the above mentioned such as costs for the survey equipment, measurement, markings, materials and other cost related thereto.

ITEM 04 : ROCKWORKS

SCOPE OF WORK

The work includes the furnishing of all labor, materials and equipment required for the rock works including armour rocks, underlayer and rock fill in accordance with the Specifications and as indicated in the drawings or as directed by the Engineer.

SETTING OUT OF WORKS

1. Topographic/Hydrographic Survey

Prior to commencement of Works, the Contractor together with the Engineer shall conduct topographic and hydrographic surveys in order to establish the actual field condition or bathymetry of the project site. The said survey shall be used as the basis of quantity measurement.

2. The Contractor shall set out the Works and shall solely be responsible for the accuracy of such undertaking. Visible construction markers shall be used to clearly define horizontal limits prior to placing of any material.

MATERIAL REQUIREMENTS

1. All rocks to be used shall be angular, hard, durable and not likely to disintegrate in seawater. Rock layers to be installed should more or less be "global in shape", "angular in surface" and should avoid "river run rocks". Rocks that are sub-angular may be subject to the approval of the Engineer. Rounded or well rounded pieces will not be accepted.
2. All rocks shall have a minimum unit weight of 2,650 kg per cubic meter (specific gravity 2.65) of solid materials when measured dry.
3. Rocks with specific gravity higher than the above specified is preferable and will readily be accepted. But no adjustment (increase) in the contract price will be made on this account.
4. Rocks of the primary cover layer shall be sound, durable and hard. It shall be free from laminations, weak cleavages, and undesirable weathering, and shall be of such character that it will not disintegrate from the action of the air, seawater, or in handling and placing. All stone shall be angular quarry stone.
5. All rocks shall conform to the following test designations:

Apparent specific gravity
Abrasion

ASTM C 127
ASTM C 535

EXECUTION

QUARRY SITE AND ROCK QUANTITY

1. It is the Contractor's responsibility to make necessary surveys / investigations on quarry sites applicable to the Works, taking into consideration the nature of the rock works required under the Contract such as required quality, total quantity and daily required quantity, transportation method and route etc.,
2. The Contractor shall submit data on characteristics of proposed quarry sites together with the location of sites, test results of their products and samples for the approval of the Engineer.
3. When the Contractor intends to operate a quarry for the Works, the Contractor shall take all the responsibilities in connection with its operation including, but not limited to, obtaining all necessary permits and approvals, payment of safety measures or like (if any), provisions and maintenance of safety measures and temporary access roads, all of private and public roads and temporary jetties to be used to transport quarried materials and the compliance with all regulations etc. required by the authorities having jurisdiction over any part of the operation.

Should any explosive be used in the quarry operations, the Contractor shall be responsible to meet laws and regulations, wherever applicable, established by the Local Government and Central Government Department concerned.

4. Despite the Engineer's previous approval of the natural rock and borrow pits, the Engineer reserves the right to suspend any operation in connection with the rock, if, in its opinion, such rock is not suitable for the work. In such case, the Contractor shall comply with the Engineer's instructions.
5. The finish bulkhead shall be true to grade and section. The spaces/voids between rocks shall be filled/sealed with 2 kg. to 16 kg. rocks and shall be approved by the Engineer before placing geotextile filter thereon to prevent the filling materials (soil and sand) from escaping to cause scouring and settlement of finished surface.

STORAGE OF MATERIALS

Quarried rock materials shall be stored by weight/class or in a manner approved by the Engineer and in a yard kept clean, free from undesirable materials.

SAMPLING TEST

1. Thirty (30) days prior to commencement of rock works, samples and test results of rock material which conforms to the Specifications called for in the Contract shall be submitted to the Engineer for evaluation and approval.

2. Rock samples from different sources and of different classes shall also be submitted, together with test results and its corresponding certificates, for the Engineer's approval.
3. Rocks accepted at the quarries before shipments or at the site before placement shall not be used as a waiver. The Engineer has the right to reject any inferior rock quality.
4. Samples for each class of approved materials are to be kept in the field for comparison/checking of delivered rock materials. A test shall be required for every 1,500 cu.m.

CROSS-SECTIONS OF COMPLETED ROCKWORK

Cross-sections showing the elevations of the completed rock works and the terrain of the existing seabed prior to construction shall go together with every progress report and request for progress or final payment.

Rock works which was previously paid should be easily identified from sections being requested for payment.

ITEM 05 : GEOTEXTILE FABRIC

SCOPE OF WORK

This work covers all the following requirements regarding the installation of geotextile (filter fabric) in accordance with the lines, grades, and dimensions shown in the drawings.

MATERIAL REQUIREMENTS

The geotextile fabric shall meet the following requirements in full. If required, a sample of 1.0 sq.m. shall be supplied to the Engineer for approval and retention for purposes of comparative testing against materials randomly sampled from the site.

1. PHYSICAL PROPERTIES

- a. The geotextile material shall be a nonwoven needle punched type comprising of needle punched polypropylene fibers or its equivalent.
- b. The geotextile material shall be UV stabilized to ensure retention of minimum 70% original tensile strength after 90 days exposure to sunlight. The manufacturer shall submit test results to the Engineer for approval.
- c. The geotextile must be highly resistant to long term contact with damp cementitious substances or acid or alkali solutions in the pH range 2-13. The manufacturer shall submit test data to ensure resistance of the polymer.

2. MECHANICAL AND HYDRAULIC PROPERTIES

The geotextile supplier is required to certify that the materials delivered to site will be proven to meet or exceed the following properties:

TECHNICAL PROPERTIES	UNIT	MINIMUM	TEST STANDARD
A. Physical Characteristics:			
Minimum Mass (per unit area)	(g/m ²)	540	ASTM D5261
Thickness (F=2 kpa)	mm	4.5	ASTM D5199
B. Mechanical Properties:			
Tensile Strength (md/cd)	kN/m	13/22	ASTM D4595
Tensile elongation (md/cd)	%	90/40	ASTM D4595

CBR Puncture Resistance	N	3000	ASTM D6241
C. Hydraulic Properties:			
Effective Opening Size (O ₉₀ Wet Sieving)	(mm)	0.08	ASTM D4751
Water Permeability: Permittivity	(s ⁻¹)	0.5	ASTM D4491

EXECUTION

1. The geotextile shall be delivered to site with an outer wrapper to protect it from exposure to the elements.
2. Prior to laying of geotextile filter, stone filler shall be placed between gaps or voids of armour / core rocks as likewise mentioned in the requirements of Item "Rock Works".
3. The non-wooven geotextile filter shall be installed and lay manually at site as per design drawings. The filter shall be laid lengthwise down slopes and appropriately anchored along the top edge.
4. The Engineer reserves the right to sample geotextile delivered to site for individual quality control testing at the contractor's expense. A material not meeting the manufacturer's certified values will be rejected from the site.
5. The geotextile shall be proven to resist dynamic puncture damage when subject to impact stress from stone armour (200-400 kg.) dropped from a minimum height of 2.0 m. and should be laid on at least 1-foot sand and gravel bedding. Geotextile failing to resist puncture shall not be accepted.
6. To facilitate site Quality Assurance, each roll of geotextile delivered to site shall be clearly labeled with brand name, grade, and production batch number.
7. Geotextile overlaps shall be at least 1.0 m unless otherwise stated on the drawings. Alternatively, geotextile overlaps are to be heat-welded or sewn using appropriate polypropylene or other synthetic thread and portable hand sewing equipment.

ITEM 06 : RECLAMATION AND FILL

SCOPE OF WORK

This item shall consist of the construction of back-up area in accordance with the Specifications and in conformity with the lines, grades, and dimensions shown on the Plans or established by the Engineer.

The area to be upgraded shall be as indicated on the Drawings.

The works includes furnishing of all labor, materials and equipment required to complete/finish the upgrading of the area in accordance with the Drawings and the Specifications.

The following major items of works are included:

1. Supply and fill of suitable materials to places required to upgrade elevation of areas as shown in the drawings.
 - a. Compaction of fill materials
 - b. Supply and placing of filter fabric
2. The work may also include the construction of temporary dike or structure to enclose the reclamation material before the completion of a permanent waterfront containment structure.

MATERIAL REQUIREMENTS

1. Filling Materials
 - a. General

All sources of filling materials shall be approved by the Engineer.

Appropriate quantities of sample of all materials to be used in the Works shall be submitted for acceptance and approval by the Engineer thirty (30) days before the commencement of work.

General filling shall consist of approved material from approved sources of suitable grading obtained from excavation, quarries or borrow pits, without excess fines, clay or silt, free from vegetation and organic matter.

Sample of approved materials shall be kept/stored in the field for ready reference/comparison of the delivered materials.

The Contractor shall ensure that adequate quantities of required materials that comply with the specifications and quality approved by the engineer are available at all times.

b. Fill Materials other than Dredged/Excavated Materials

Fill materials for reclamation purposes other than dredged materials shall be pit sand, quarry run, gravel or mine tailings. The fill material shall be of the same quality or better as approved by the Engineer.

c. Type of Filling Materials

c.1 Selected Fill Materials

All materials used for fill shall be free of rock boulders, wood, scrap materials, organic matters and refuse.

The material shall not have high organic content and shall meet the following requirements:

- i. Not more than 10 percent by weight shall pass the No. 200 sieve (75 microns).
- ii. Maximum particles size shall not exceed 75 mm.
- iii. The fill materials shall be capable of being compacted in the manner and to the density of not less than 95%.
- iv. The material shall have a plasticity index of not more than 6 as determined by AASHTO T 90.
- v. The material shall have a soaked CBR value of not less than 25% as determined by AASHTO T 193.

c.2 Sand and Gravel Fill

The materials shall be composed of at least 50% sand and 50% gravel in terms of volume and shall be free from rock boulders, wood, scrap, vegetables, and refuse. The materials shall not have organic content and the maximum particle size shall not exceed 100mm diameter. Source of materials shall be river or mountain quarry or manufactured.

c.3 Excavated Materials

The excavated materials shall be used for backfilling as directed by the Engineer.

EXECUTION

Reclamation and Fill

a. General

The Contractor shall be responsible for all ancillary earthworks that are necessary for the reception of the fill material and including, all spout handling, temporary dike or shoring construction where necessary, temporary protection to dikes in the sea and drainage of excess water.

The arrangements of these ancillary earthworks shall be laid out in consultation with the Engineer and to the Engineer's satisfaction and care shall be taken to minimize the loss of fill.

- b. Replacement, backfilling and reclamation may be done by any method acceptable to the Engineer. Prior to start of Work, the Contractor shall submit his method and sequence of performing the works to the Engineer for approval. However, the Engineer's approval of the method and sequence of construction shall not release the Contractor from the responsibility for the adequacy of labor and equipment.
- c. The Engineer shall approve the type of material to be used as fill prior to its placement. If the material is rejected, such material shall be deposited into areas designated or as directed by the Engineer.
- d. Reclamation of fill material shall be placed in horizontal layers not exceeding 200mm (8 inches), loose measurement, and shall be compacted as specified before the next layer is placed. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density. Removal of water shall be accomplished through aeration by plowing, blading, dicing, or other methods satisfactory to the Engineer.

Dumping and rolling areas shall be kept separate, and no lift shall be covered by another until the necessary compaction is obtained.

Hauling and leveling equipment shall be so routed and distributed over each layer of the fill in such a manner as to make use of compaction effort afforded thereby and to minimize rutting and uneven compaction.

TRIAL SECTION

Before finish grade construction is started, the Contractor shall spread and compact trial sections as directed by the Engineer. The purpose of the trial sections is to check the suitability of the materials and the efficiency of the equipment and construction method which is proposed to be used by the Contractor. Therefore, the Contractor must use the same material, equipment and procedures that he proposes to use for the main work. One trial section of about 500 m² shall be made for every type of material and/or construction equipment/procedure proposed for use.

After final compaction of each trial section, the Contractor shall carry out such field density tests and other tests required as directed by the Engineer.

If a trial section shows that the proposed materials, equipment or procedures in the Engineer's opinion are not suitable for sub-base, the material shall be removed at the Contractor's expense, and a new trial section shall be constructed.

If the basic conditions regarding the type of material or procedure change during the execution of the work, new trial sections shall be constructed.

CROSS-SECTIONS OF COMPLETED RECLAMATION

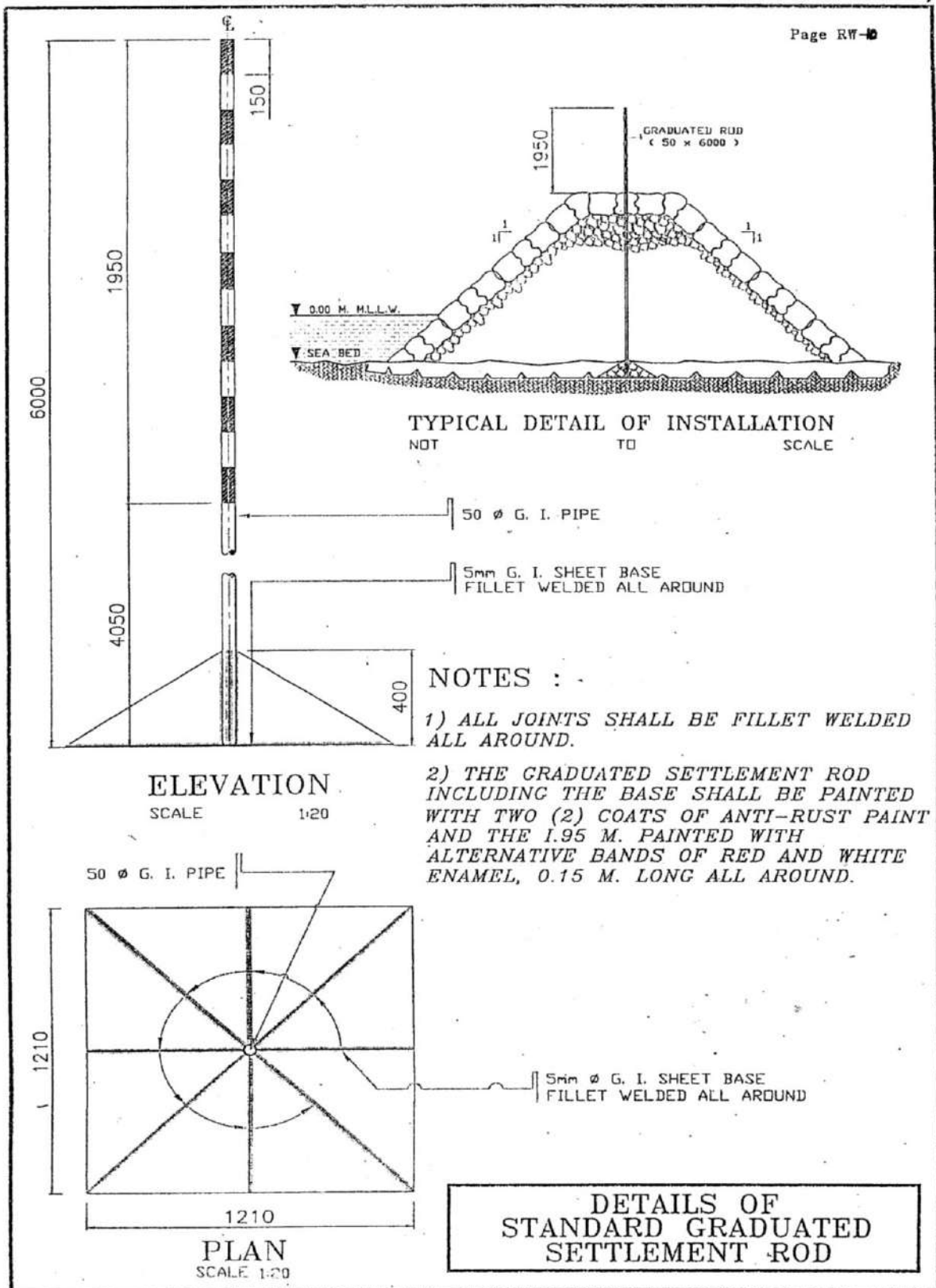
Cross-sections showing the elevations of the completed reclamation and the terrain of the existing seabed prior to construction shall go together with every progress report and request for progress or final payment.

FIELD COMPACTION TEST

Field Density tests to determine the percent of compaction of the material (selected fill, aggregate base course, etc) shall be conducted. Compaction of each layer thereafter shall continue until a field density of 95 percent of the maximum dry density in accordance with AASHTO T/180 Method D has been achieved. In place density determination shall be made in accordance with AASHTO T191/ ASTM D 1556.

TOLERANCE

Elevation : plus 5 cm.



ITEM 07 : AGGREGATE BASE COURSE

SCOPE OF WORK

This Item shall consist of furnishing, placing and compacting an aggregate base course on a prepared subgrade/subbase in accordance with this Specification and lines, grades, thickness and typical cross-sections shown on the Plans or as established by the Engineer.

MATERIAL REQUIREMENTS

Aggregate base course shall consist of hard, durable particles or fragments of crushed stone, crushed slag or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matters and lumps or balls of clay, and shall be of such nature that it can be compacted readily to form a firm, stable base.

In some areas where the conventional base course materials are scarce or non-available, the use of 40% weathered limestone blended with 60% crushed stones or gravel shall be allowed, provided that the blended materials meet the requirements of this Item.

The base material shall conform to the grading requirements of Table 3.1, whichever is called for in the Bill of Quantities.

Table 3.1 Grading Requirements

Sieve Designation		Mass Percent Passing	
Standard mm	Alternate US Standard	Grading A	Grading B
50	2"	100	
37.5	1 – 1/2"	-	100
25.0	1"	60 - 85	-
19.0	3/4"	-	60 - 85
12.5	1/2"	35 - 65	-

4.75	No. 4	20 - 50	30 - 55
0.425	No. 40	5 - 20	8 - 25
0.075	No. 200	0 - 12	2 - 14

The portion of the material passing the 0.075mm (No. 200) sieve shall not be greater than 0.66 (two-thirds) of the fraction passing the 0.425mm (No. 40) sieve.

The portion of the material passing the 0.425mm (No. 40) sieve shall have a liquid limit of not greater than 25 and a plasticity index of not more than 6 as determined by AASHTO T89 and T90, respectively.

The coarse aggregate retained on a 2.00mm (No. 10) sieve shall have a mass percent of wear not exceeding 50 by the Los Angeles Abrasion Test as determined by AASHTO T 96.

The material passing the 19mm (3/4 inch) sieve shall have a minimum soaked CBR-value of 80% tested according to AASHTO T 193. The CBR-value shall be obtained at the maximum dry density determined according to AASHTO T 180, Method D.

If filler, in addition to that naturally present, is necessary for meeting the grading requirements or for satisfactory bonding, it shall be uniformly blended with the crushed base course material on the road or in a pugmill unless otherwise specified or approved. Filler shall be obtained from sources approved by the Engineer, free from hard lumps and shall not contain more than 15 percent of material retained on the 4.75mm (No. 4) sieve.

EXECUTION

PLACING

The aggregate base material shall be placed at a uniform mixture on a prepared sub-base (selected fill) in a quantity which will provide the required compacted thickness. When more than one layer is required, each layer shall be shaped and compacted before the succeeding layer is placed.

The placing of material shall begin at the point designated by the Engineer. Placing shall be from vehicles especially equipped to distribute the material in a continuous uniform layer or windrow.

The layer or windrow shall be of such size that when spread and compacted the finished layer be in reasonably close conformity to the nominal thickness shown on the Plans.

When hauling is done over previously placed material, hauling equipment shall be dispersed uniformly over the entire surface of the previously constructed layer, to minimize rutting or uneven compaction.

SPREADING AND COMPACTING

When uniformly mixed, the mixture shall be spread to the plan thickness, for compaction.

Where the required thickness is 150mm or less, the material may be spread and compacted in one layer. Where the required thickness is more than 150 mm, the aggregate base shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any layer shall not exceed 150 mm. All subsequent layers shall be spread and compacted in a similar manner.

The moisture content of sub-base material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction.

Immediately following final spreading and smoothening, each layer shall be compacted to the full width by means of approved compaction equipment. Rolling shall progress gradually from the sides to the center, parallel to the centerline of the road and shall continue until the whole surface has been rolled. Any irregularities or depressions that develop shall be corrected by loosening the material at these places and adding or removing material until surface is smooth and uniform. Along curbs, headers, and walls, and at all places not accessible to the roller, the base material shall be compacted thoroughly with approved tampers or compactors.

If the layer of base material, or part thereof, does not conform to the required finish, the Contractor shall, at his own expense, make the necessary corrections.

Compaction of each layer shall continue until a field density of at least 100 percent of the maximum dry density determined in accordance with AASHTO T 180, Method D has been achieved. In-place density determination shall be made in accordance with AASHTO T 191/ASTM D 1556.

TRIAL SECTION

Before finish grade construction is started, the Contractor shall spread and compact trial sections as directed by the Engineer. The purpose of the trial sections is to check the suitability of the materials and the efficiency of the equipment and construction method which is proposed to be used by the Contractor. Therefore, the Contractor must use the same material, equipment and procedures that he proposes to use for the main work. One trial section of about 500 m² shall be made for every type of material and/or construction equipment/procedure proposed for use.

After final compaction of each trial section, the Contractor shall carry out such field density tests and other tests required as directed by the Engineer.

If a trial section shows that the proposed materials, equipment or procedures in the Engineer's opinion are not suitable for subbase, the material shall be removed at the Contractor's expense, and a new trial section shall be constructed.

If the basic conditions regarding the type of material or procedure change during the execution of the work, new trial sections shall be constructed.

SURVEYS AND SETTING OUT WORKS

Before the commencement of the pavement works, the Contractor together with the Engineer shall conduct topographic survey which will form the basis of quantity measurement.

The Contractor shall set out the works and shall be solely responsible for the accuracy of such setting-out.

Prior to placement of any material, the Contractor shall establish visible construction markers to clearly define horizontal limits of the Work.

TOLERANCES

The aggregate base course shall be laid to the designed level and transverse slopes shown on the Plans. The allowable tolerances shall be in accordance with following:

Permitted variation from design THICKNESS OF LAYER	± 10 mm
Permitted variation from design LEVEL OF SURFACE	+ 5 mm -10 mm
Permitted SURFACE IRREGULARITY Measured by 3-m straight-edge	5 mm
Permitted variation from design	$\pm 0.2\%$

CROSSFALL OR CAMBER	
Permitted variation from design LONGITUDINAL GRADE over 25 m in length	$\pm 0.1\%$

ITEM 08 : 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:
 - a. 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 305R	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 |
- b. American Society for Testing and Materials (ASTM) Publications:
- | | |
|------------|--|
| ASTM C 150 | Standard Specification for Portland Cement |
| ASTM C 114 | Standard Method for Chemical Analysis of Hydraulic Cement |
| ASTM C 185 | Standard Method for Air Content of Hydraulic Cement |
| ASTM C 115 | Standard Test Method for Fineness of Portland Cement by the Turbidimeter |
| ASTM C 204 | Standard Test Method for Fineness of Hydraulic Cement by Air-Permeability Apparatus |
| ASTM C 151 | Standard Test Method for Autoclave Expansion of Portland Cement |
| ASTM C 109 | Standard Test Method for Compressive Strength of Hydraulic Cement Mortars |
| ASTM C 266 | Standard Test Method for Time of Setting of Hydraulic-Cement Paste Gilmore Needles |
| ASTM C 191 | Standard Test Method of Time Setting of Hydraulic Cement by Vicat Needle |
| ASTM C 33 | Standard Specification for Concrete Aggregates |
| ASTM C 136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C 117 | Standard Test Method for Materials Finer than 75 micron (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C 29 | Standard Test Method for Bulk Density (Unit Weight) and Voids |

in Aggregate

ASTM C 128	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregates
ASTM C 87	Standard Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
ASTM C 88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C 97	Standard Test Method for Absorption and Bulk Specific Gravity of Dimension Stone
ASTM C 127	Test Method for Specific Gravity and Absorption of Coarse Aggregate
ASTM C 535	Standard Test Method for Resistance to Degradation of Large-Size Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 131	Test Method for Resistance to Degradation of Small-size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 94	Standard Specification for Ready-Mixed Concrete
ASTM D 512	Chloride Ion in Water
ASTM D 516	Sulfate Ion in Water
ASTM A 615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A 370	Standard Test Methods and Definitions for Mechanical Testing of Steel Products
ASTM A 510	Standard Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel

ASTM A 6	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM C 31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C 39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C 172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C 192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 293	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)
ASTM C 78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C 42	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 174	Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C 143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C 494	Standard Specification for Chemical Admixtures for Concrete
ASTM C 1017	Standard Specification for Chemical Admixtures for use in Producing Flowing Concrete
ASTM C 171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C 309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM 5329	Standard Test Methods for Sealants and Fillers, Hot Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements
ASTM D 5167	Standard Practice for Melting of Hot Applied Joint and Crack Sealant and Filler for Evaluation
ASTM A 706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement

- ASTM A 966 Standard Test Method for Magnetic Particle Examination of Steel Forgings using Alternating Current
- 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 1116 Standard Specification for Fiber-Reinforced Concrete
- ASTM C 1157 Standard Specification for Hydraulic Cement
- ASTM C 138 Standard Test Method for Density ("Unit Weight"), Yield, and Air Content (Gravimetric) of Concrete
- ASTM C 173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete
- ASTM C 295 Petrographic Examination of Aggregates for Concrete
- ASTM C 33 Standard Specification for Concrete Aggregates
- ASTM C 42 Standard Test Method for Obtaining and Test Drilled cores and Sawed Beams of Concrete
- ASTM C 469 Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression
- ASTM C 595 Standard Specification for Blended Hydraulic Cements
- ASTM C1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete

ASTM C 1751 Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.(Non-extruding and Resilient Bituminous Types).

ASTM D 1179 Fluoride Ion in Water

ASTM D 1190 Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type

ASTM D 1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

ASTM E 329 Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction

c. American Welding Society (AWS)

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

d. Philippine National Standard (PNS)

PNS 49 Steel Bars for Concrete Reinforcement

e. DPWH Standard Specifications

e. All other standards hereinafter indicated.

f. 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 Admixtures

Submit test results in accordance with ASTM C 494 and ASTM C 1017 for concrete admixtures, ASTM C 260 for air-entraining agent, and manufacturer's literature and test reports for corrosion inhibitor and anti-washout admixture. Submitted data shall be based upon tests performed within 6 months of submittal.

a.4 Cement

Submit test results in accordance with ASTM C 150 Portland cement. Submit current mil data.

a.5 Water

Submit test results in accordance with ASTM D 512 and ASTM D 516.

b. Submit Certificates for the following:

b.1 Curing concrete elements

Submit proposed materials and methods for curing concrete elements.

b.2 Form removal schedule

Submit proposed materials and methods for curing concrete elements.

b.3 Concrete placement and compaction

Submit technical literature for equipment and methods proposed for use in placing concrete. Include pumping or conveying equipment including type, size and material for pipe, valve characteristics, and the maximum length and height concrete will be pumped. No adjustments shall be made to the mixture design to facilitate pumping.

Submit technical literature for equipment and methods proposed for vibrating and compacting concrete. Submittal shall include technical literature describing the equipment including vibrator diameter, length, frequency, amplitude, centrifugal force, and manufacturer's description of the radius of influence under load. Where flat work is to be cast, provide similar information relative to the proposed compacting screed or other method to ensure dense placement.

b.4 Mixture designs

Provide a detailed report of materials and methods used, test results, and the field test strength (fcr) for marine concrete required to meet durability requirements.

2. The Contractor shall submit shop drawings and erection drawings for formwork and scaffolding at least 14 days prior to commencing the work.

Each shop drawing and erection drawing shall bear the signature of a Contractor's qualified Engineer. Details of all proposed formwork to be prefabricated and formwork to produce special finishes shall be submitted to the Engineer for approval before any materials are ordered. If the Engineer so requires, samples of proposed formworks shall be constructed and concrete placed at the Contractor's expense so that the proposed methods and finished effect can be demonstrated.

The Contractor shall submit shop drawings showing reinforcing bar placing and bar lists for the Engineer's approval. Such shop drawings shall show also supplemental bars for forming, strengthening frames of bars of sufficient rigidity to withstand forces during placing concrete. If necessary, shaped steel may be added to improve rigidity of the frame of bar.

Such shop drawings shall clearly indicate bar sizes, spacing, location and quantities of reinforcement, mesh, chairs, spacers and other details to be as per ACI Manual of Standard Practice for Detailing Reinforced Concrete Structures.

Details shall be prepared for placement of reinforcement where special conditions occur, including most congested areas and connection between pre-cast concrete and

concrete in-situ.

All shop drawings shall be reviewed by the Engineer within seven (7) days after receiving them. At least two (2) days prior to pouring concrete, the Contractor shall submit to the Engineer a pouring permit for his inspection and approval.

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			
	40mm	25mm	19mm	10mm
50.0mm (2")	100	-	-	-
38.0mm (1 1/2")	95 - 100	100	-	-
31.8mm (1 1/4")	-	90 - 100	100	-
25.0mm (1")	-	-	90 - 100	-
19.0mm (3/4")	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:

ASTM Sieves	% by Weight Passing
9.5mm (3/8")	100
No.4	90 - 100
No. 8	80 - 100
No. 16	50 - 90
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 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 cause 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 6.3 and Table 6.4 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.

Table 6.3 Acceptance Criteria for Questionable Water Supplies

Test	Limits
Compressive strength, min. % Control at 7 days	90
Time of Setting deviation from control	from 1:00 earlier to 1:30 later
Time of Setting (Gillmore Test) Initial Final Set	No marked change No marked change
Appearance	Clear
Color	Colorless
Odor	Odorless

Total Solids	500 parts/million max.
PH value	4.5 to 8.5

Table 6.4 Chemical Limitation for Wash Water

	Limits
Chemical Requirements, Minimum Concentration Chloride as $C1^{(-1)}$ expressed as a mass percent of cement when added to the $C1^{(-1)}$ in the other components of the concrete mixtures shall not exceed the following levels:	
1. Prestressed Concrete	
2. Conventionally reinforced concrete in a moist environment and exposed to chloride	0.06 percent
3. Conventionally reinforced concrete in a moist environment but not exposed to chloride	0.10 percent
4. Above ground building construction where the concrete will stay dry	0.15 percent
	No limit for corrosion
Sulfate as SO_4 , ppm ^A	
Alkalies as $(Na_2O + 0.658 K_2O)$, ppm	

Total Solids, ppm	3,000
	600
	50,000

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.

JOINTING MATERIALS

1. Sealant

Sealant shall be multi-component, polyurethane base compound, gray in color, self-leveling for horizontal joints, 2 part polythremdyne, terpolymer compound, gray in color; non-sag for vertical joints.

Sealant shall be compatible with materials in contact and to perform satisfactorily under salt water and traffic conditions, and be capable of making joint watertight and allow movement 25% of the width of joint in any direction.

Sealant shall be guaranteed against leakage, cracking, crumbling, melting, shrinkage, running, loss of adhesion for a period of five years from the date of acceptance of work.

2. Joint backing shall be expanded extruded polyethylene, low density, oval in shape to fit the joints as indicated on the drawings and to be compatible with sealant.

3. Where required, primer shall be compatible with joint materials and installed in accordance with manufacturer's instructions.
4. Joint filler shall conform to ASTM D1751 (AASHTO M213) non-extruding, resilient bituminous type. Filler shall be furnished for each joint in single piece for depth and width required for joint, unless otherwise authorized by the Engineer. When more than one piece is authorized for a joint, abutting ends shall be fastened and hold securely to shape by stapling or other positive fastening.

EPOXY BONDING COMPOUND

ASTM C 881. Provide Type I for bonding hardened concrete to hardened concrete; Type II for bonding freshly mixed concrete to hardened concrete; and Type III as a binder in epoxy mortar or concrete, or for use in bonding skid-resistant materials to hardened concrete. Provide Class B if placement temperature is between 4 and 16°C; or Class C if placement temperature is above 16°C.

REINFORCEMENT

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

ASTM Designation A615 - Deformed Billet Steel Bars for Concrete Reinforcement.
Minimum yield strength of 276 MPa (40,000 psi).

PNS 49 - Steel Bars for Concrete Reinforcement

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 1 set of three (3) concrete cylinder samples taken from each day's pouring and to represent not more than 75 cu.m. of concrete class or fraction thereof of concrete placed. 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. Chemical Admixtures/Additives

The admixtures/additives if approved shall conformed to ASTM C 494 and ASTM C 1017. 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.

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 a 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 whether 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 close 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 insure 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 provide watertight concrete.

4. Chamfering

External corners 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.

Vertical sides of beams, walls, and columns, lift not 12 hours exceeding 1.2 m

Vertical sides of beams and walls, lift exceeding 1.2 m 36 hours Softlifts of main slabs and beams (props left under) 5 days

Removal of props from beams and mains slabs and other work 10 days

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
20	62.8	314.20	2.466
25	78.5	490.90	3.854
28	88.0	615.70	4.833
32	100.5	804.20	6.313
36	113.1	1,017.60	7.991
40	125.7	1,256.60	9.864
50	157.1	1,963.50	15.413

3. Welding of reinforcing bars shall only be permitted where shown; all welding shown shall be performed in accordance with AWS 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 beams, slabs, curtain wall, pile caps and fender/mooring blocks shall develop a minimum 28-day compressive cylinder strength of 24 MPa (3,500 psi) as indicated in the drawings. While for pre-stressed concrete piles a compressive strength of 35 MPa (5,000psi).

TRIAL BATCH FOR CONCRETE

Thirty (30) calendar days before the start of concreting works, the Contractor shall submit design mixes and the corresponding test result made on sample thereof. Sampling and testing shall be in accordance with the ASTM Standard procedures for sampling and testing for the particular design strength(s) required.

The particulars of the mix such as the slump and the proportionate weights of cement, saturated surface dry aggregates and water used shall be stated.

The design mix for concrete to be used shall be submitted together with at least three (3) standard cylinder samples for approval at least one (1) month prior to the start of each concreting schedule. Such samples shall be prepared in the presence of the Engineer.

Standard laboratory strength tests for the 7, 14 and 28 days periods shall be taken to all concrete samples in addition to routine field tests, at cost to the Contractor. Only design mixes represented by test proving the required strength for 7, 14 and 28 days tests shall be allowed.

The cost of sampling, handling and transporting samples from jobsite to the laboratory and the cost of subsequent tests made until the desired mix is attained shall be for the account of the Contractor.

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
Pavement Concrete	25mm	50mm
Pre-cast Concrete	50mm	70mm
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, 1-½ 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 m³ 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.
- k. In case of rubble concrete, proper mixture and placing of concrete and stones/rocks shall be in accordance to the approved plan. Methodology of work shall be approved by the Engineer.

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 manufacture 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

- 1. No reinforcement, corner protection angles or other fixed metal items shall be run continuously through joints containing expansion-joint filler, through crack-control joints in slabs on grade and vertical surfaces.

- 2. Preformed Expansion Joint Filler

- a. Joints with Joint Sealant

At expansion joints in concrete slabs to be exposed, and at other joints indicated to receive joint sealant, preformed expansion-joint filler strips shall be installed at the proper level below the elevation with a slightly tapered, dressed-and-oiled wood strip temporarily secured to the top thereof to form a groove. When surface dry, the groove shall be cleaned of foreign matter, loose particles, and concrete protrusions, then filled flush approximately with joint sealant so as to be slightly concave after drying.

- b. Finish of concrete at joints

Edges of exposed concrete slabs along expansion joints shall be neatly finished with a slightly rounded edging tool.

- c. 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 to 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 more than 1.0 m in exposed work; where greater drops are required, tremie or other approved means shall 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.

4. Conveying Concrete by Chute, Conveyor or Pump

Concrete may be conveyed by chute, conveyor, or pump if approved in writing. In requesting approval, the Contractor shall submit his entire plan of operation from the time of discharge of concrete from the mixer to final placement in the forms, and the steps to be taken to prevent the formation of cold joints in case the transporting of concrete by chute, conveyor or pump is disrupted. Conveyors and pumps shall be capable of expeditiously placing concrete at the rate most advantageous to good workmanship. Approval will not be given for chutes or conveyors requiring changes in the concrete materials or design mix for efficient operation.

a. Chutes and Conveyors

Chutes shall be of steel or steel lined wood, rounded in cross section rigid in construction, and protected from overflow. Conveyors shall be designed and operated and chute sections shall be set, to assure a uniform flow of concrete from mixer to final place of deposit without segregation of ingredients, loss of mortar, or change in slump. The discharged portion of each chute or conveyor shall be provided with a device to prevent segregation. The chute and conveyor shall be thoroughly cleaned before and after each run. Waste material and flushing water shall be discharged outside the forms.

- b. Pumps shall be operated and maintained so that a continuous stream of concrete is delivered into the forms without air pockets, segregation or changes in slump. When pumping is completed, concrete remaining in the pipeline shall be ejected and wasted without contamination of concrete already placed. After each operation, equipment shall be thoroughly cleaned and the flushing water shall be splashed outside the forms.

5. Wall and Abutments

No load shall be placed upon finished walls, foundations or abutments until authorized by the Engineer. Minimum time before loading shall be 7 days.

6. Concrete Placing on Wharf

When placing concrete on wharf decks, the Contractor shall:

Ensure that rate of placing is sufficient to complete proposed placing, finishing and curing operations within the scheduled time; that experienced finishing machine operators and concrete finishers are provided to finish the deck; that curing equipment and finishing tools and equipment are at the site of work and in satisfactory condition for use.

Immediately prior to placing, the Contractor shall place scaffolding and wedges and make necessary adjustments. Care shall be taken to ensure that settlement and deflection due to added weight of concrete will be minimal. The Contractor shall provide suitable means to readily permit measurement of settlement deflection as it occurs.

Should any event occur which, in opinion of the Engineer, would prevent the concrete conforming to specified requirements, the Contractor shall discontinue placing of concrete until corrective measures are provided satisfactory to the Engineer. If satisfactory measures are not provided prior to initial set of concrete in affected areas, the Contractor shall discontinue placing concrete and install a bulkhead at a location determined by the Engineer. Concrete in place beyond bulkheads shall be removed. The Contractor shall

limit the size of casting to that which can be finished before beginning of initial set.

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.

EPOXY BONDING COMPOUND

Before depositing new concrete on or against concrete that has set, the surfaces of the set concrete shall be thoroughly cleaned so as to expose the coarse aggregate and be free of laitance, coatings, foreign matter and loose particles. Forms shall be re-tightened. The cleaned surfaces shall be moistened, but shall be without free water when concrete is placed. ASTM C 881. Provide Type I for bonding hardened concrete to hardened concrete; Type II for bonding freshly mixed concrete to hardened concrete; and Type III as a binder in epoxy mortar or concrete, or for use in bonding skid-resistant materials to hardened concrete. Provide Class B if placement temperature is between 4 to 16 °C; or Class C if placement temperature is above 16°C.

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, slabs 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.

3. Broom Finish

Required for paving; the concrete shall be screeded and floated to required finish level with no coarse aggregate visible. After the surface moisture has disappeared and laitance has been removed, surface shall be float-finished to an even, smooth finish. The floated surfaces shall be broomed with a fiber bristle brush in a direction transverse to the direction of the main traffic.

ITEM 09 : 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 8ft. x 8ft. (2,400mm x 2,400mm) using ½ inch (12mm) marine plywood or tarpaulin poster on 3/16 inch (5mm) marine plywood.

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

See details below:

Philippine Ports Authority
Port Management Office - Western Leyte/Biliran
Lot 2, Block 13, Doña Feliza Mejia Subd.,
D. Veloso St., Ormoc City

Project : Cost _____

Fund Source _____

Location : _____

Implementing Agency/ies : PHILIPPINE PORTS AUTHORITY, PORT MANAGEMENT OFFICE - WESTERN
LEYTE/BILIRAN

Development Partner/s : _____

Contractor/Supplier : _____

Brief Description of Project : _____

Project Details

Project Date			Project Status				Remarks
Duration	Started	Target Date of Completion	Percentage Completion	As of	Cost Incurred to Date	Date Completed	

For particulars or complaints about this projec, please contact the Regional Office or Cluster which has audit jurisdiction on this project.

COA Regional Office No./Cluster : _____

Address : _____

Contact No.: _____ or Text COA Citizen's Desk at 0915-5391957

NOTE :

Resolution : 70dpi

Font : Helvetica

Font Size : Main Information - 3"

Sub-Information - 1"

Font Color : Black

ITEM 18 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

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

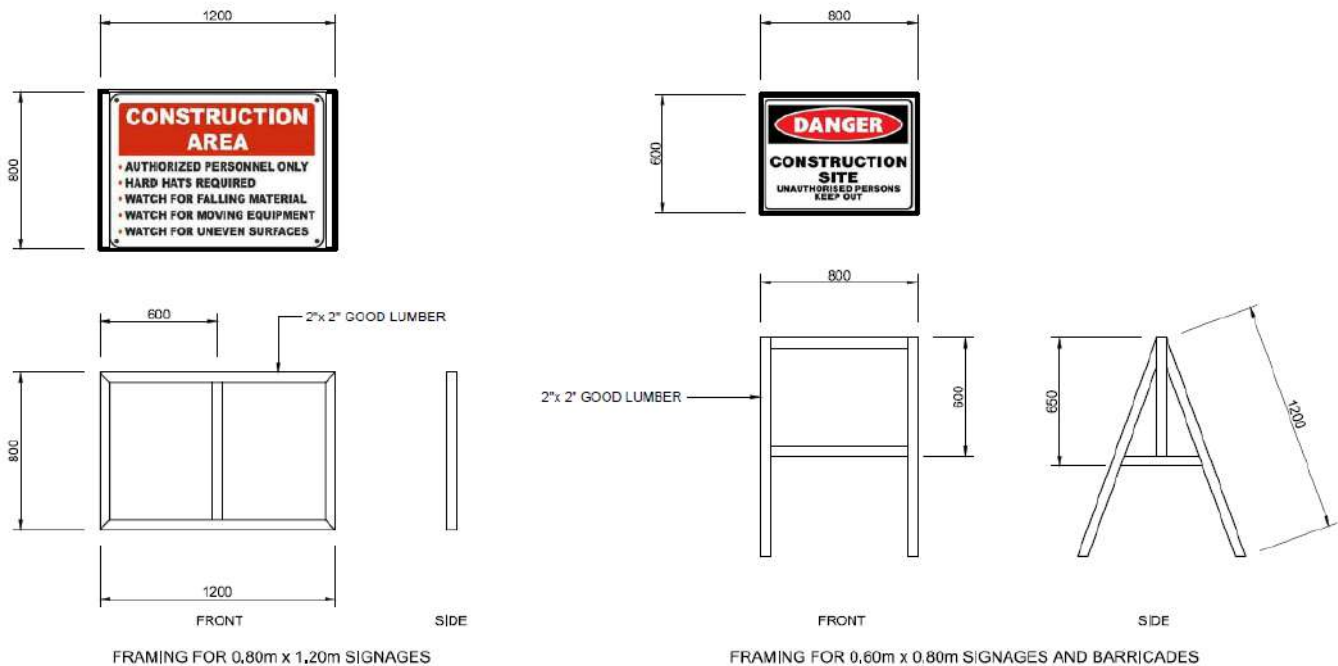
SPECIFICATION

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

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

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

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



STANDARD PLAN FOR SIGNAGES AND BARRICADES

Section VII.

Drawings

Section VIII.

Bill of Quantities

Bill of Quantities

<u>REPAIR OF DAMAGED BACK-UP AREA, PORT OF LIMASAWA, LIMASAWA ISLAND, SO. LEYTE</u>					
Item No.	Description	Quantity	Unit	Unit Price (Pesos)	Amount (Pesos)
I.	GENERAL EXPENSES				
I.1	<u>Mobilization, Demobilization and Clean-up of Site</u> (Pesos _____ _____ <i>Amount in Words</i> _____ and _____ centavos)	1.00	Lot		
II.	BACK-UP AREA				
II.1	<u>Demolition and Disposal of Existing Concrete pavement</u> (Pesos _____ _____ <i>Amount in Words</i> _____ and _____ centavos)	219.20	Sq.m.		
II.2	<u>Excavation of Existing Granular Fill</u> (Pesos _____ _____ <i>Amount in Words</i> _____ and _____ centavos)	779.09	Cu.m.		
II.3	<u>Supply & Installation of 2,000 -3,000 kg Armour Rocks</u> (Pesos _____ _____ <i>Amount in Words</i> _____ and _____ centavos)	328.91	Cu.m.		
II.4	<u>Supply & Installation of 50-100 kg Core Rocks</u> (Pesos _____ _____ <i>Amount in Words</i> _____ and _____ centavos)	194.89	Cu.m.		

II.5	<u>Supply & Installation of Rubble Concrete</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	205.33	Cu.m.		
II.6	<u>Supply & Installation of Geotextile Filter Fabric</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	515.00	Sq.m.		
II.7	<u>Supply/ Backfill, Spread & Compaction of Granular Fill</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	315.10	Cu.m.		
II.8	<u>Supply/ Backfill, Spread & Compaction of Base Coarse, 0.20 thick</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	60.83	Cu.m.		
II.6	<u>Supply, Place & Compaction of 3,500 psi PCCP</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	219.20	Sq.m.		
III.	RC CURB				
III.1	<u>Chipping of Damaged RC Curb</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	3.91	Cu.m.		

III.2	<u>Supply , Place & Compaction</u> <u>of 3,500 psi Portland Cement</u> <u>Concrete</u> (Pesos _____ _____ <i>Amount in Words</i> and _____ centavos)	3.91	Cu.m.		
Total					

Submitted by:

Name of the Representative of the Bidder _____ Date: _____
Position
Name of the Bidder

Location : _____

(Continue on separate sheet, if necessary)

Location : _____

(Continue on separate sheet, if necessary)

Location : _____

(Continue on separate sheet, if necessary)

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form	171
Form of Contract Agreement	173
Omnibus Sworn Statement	175
Bid Securing Declaration.....	178

Bid Form

Date: _____

IB¹ N^o: _____

To: **MANUEL A. BOHOLANO –Port Manager**

Address: **Philippine Ports Authority, Port Management Office – Western Leyte/Biliran,
Lot 2, Block 13, Doña Feliza Mejia Subd., D. Veloso St., Ormoc City**

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract ***Repair of Damaged Back-up Area, Port of Limasawa, Limasawa Island, So. Leyte (NRP-WLB-01-18)***;

(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 [insert number] 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;

¹ 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 Repair of Damaged Back-up Area, Port of Limasawa, Limasawa Island, So. Leyte (NRP-WLB-01-18) of the Philippine Ports Authority, Port Management Office – Western Leyte/ Biliran.**
- (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

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 _____.

Section X.
ANNEXES

