



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ  
Republic of the Philippines  
Bangsamoro Autonomous Region in Muslim Mindanao  
**MINISTRY OF TRANSPORTATION AND COMMUNICATIONS**  
MOTC Building, BARMM Compound, Cotabato City  
e-mail: motcbarmm.proc@gmail.com



# **REHABILITATION AND IMPROVEMENT OF SITANGKAI PORT, TAWI-TAWI**

**Ministry of Transportation and Communications**

**Public Bidding No. PR22-10-0575  
ABC: PhP 68,600,000.00**

**June 3, 2023**

Pre-Bid Conference: June 13, 2023, 10:00 AM at MOTC Conference Room.

Submission and Opening of Bids: June 26, 2023, 10:00AM at MOTC Conference Room

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.



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



## **Invitation to Bid for Rehabilitation and Improvement of Sitangkai Port, Tawi-Tawi**

1. The *Ministry of Transportation and Communications-BARMM*, through the *Special Development Fund 2021* intends to apply the sum of *Sixty-Eight Million Six Hundred Thousand Pesos Only (PhP 68,600,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Public Bidding no. PR22-10-0575*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Ministry of Transportation and Communications - BARMM* now invites bids for the above Procurement Project. Completion of the Works is required *Three Hundred sixty days (360 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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Ministry of Transportation and Communications – BARMM* and inspect the Bidding Documents at the address given below from *8:00 am to 5:00 am*.
5. A complete set of Bidding Documents may be acquired by interested bidders on **June 3, 2023 to June 26, 2023** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Fifty Thousand Pesos Only (Php 50,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees it will be presented in person, or through electronic means.
6. The *Ministry of Transportation and Communications-BARMM* will hold a Pre-Bid Conference<sup>1</sup> on **June 13, 2023** at MOTC Conference Room, BGC, Gov. Gutierrez Avenue, Rosary Heights 7, Cotabato City, and/or through video conferencing/webcasting *via Zoom* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **June 26, 2023**. Late bids shall not be accepted.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **June 26, 2023** at the given address below MOTC Conference Room, NTC Bldg., BGC, Gov. Gutierrez Avenue, Rosary Heights 7, Cotabato City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Ministry of Transportation and Communications - BARMM* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Name of Officer : **ALBAYA S. PASCUA**  
Admin. Officer V/Head, BAC Secretariat  
Name of Office : Ministry of Transportation and Communications – BARMM  
Address : NTC Building, Bangsamoro Government Center,  
Gov. Gutierrez Avenue, RH 7, Cotabato City  
Telephone No. : (064) 552-0055  
Email Address : **[motcbarmm.proc@gmail.com](mailto:motcbarmm.proc@gmail.com)**

12. You may visit the following websites:

For downloading of Bidding Documents: **<https://motc.bangsamoro.gov.ph>**



**MUHAMMAD AMEEN M. ABBAS**  
Deputy Minister/Commissioner  
Chairperson, Special Bids and Awards Committee (SBAC)

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

## 1. Scope of Bid

The Procuring Entity, *Ministry of Transportation and Communications - BARMM* invites Bids for the *Rehabilitation and Improvement of Sitangkai Port, Tawi-Tawi*, with Project Identification Number PR22-10-0575.

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY **2021** in the amount of ***Php.68,600,000.00***

2.2. The source of funding is: BARMM Special Development Fund (SDF)

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

## **6. Origin of Associated Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that: Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address MOTC Conference Room, Bangsamoro Government Compound, Gov. Gutierrez Avenue, Rosary Heights 7, Cotabato City and/or through video conferencing/webcasting } as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

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

## **12. Bid Prices**

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

### **13. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **October 2023**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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



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

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

## **18. Post Qualification**

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

## **19. Signing of the Contract**

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

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

# Bid Data Sheet

ITB Clause																											
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>The bidder must have completed, five (5) years prior to December 2022 a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid and preferably the contractor must have similar completed projects within 2 years in the BARMM.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract and the corresponding proof of completion, such as                      (i) Certificate of Final Acceptance or Completion from the bidder’s client; or                      (ii) Official Receipt issued by the bidder.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security. For this purpose, similar contracts shall refer to contracts which have the same major categories of work as “building construction” or “repair/renovation of Building</p>																										
7.1	<p><i>Portions of Works allowed to be subcontracted:</i></p> <p>Subcontracting is not allowed.</p>	<p><i>Maximum Percentage allowed to be Subcontracted:</i></p> <p>Subcontracting is not allowed.</p>																									
10.3	<p><i>For Joint Venture:</i></p> <p><b>Special PCAB License</b></p>																										
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">General Experience</th> <th style="text-align: center;">Relevant Experience (Minimum)</th> </tr> </thead> <tbody> <tr> <td>a) Project Engineer</td> <td>Horizontal Construction</td> <td>Five (5) years</td> </tr> <tr> <td>b) Material Engineer</td> <td>Horizontal Construction</td> <td>Five (5) years</td> </tr> <tr> <td>c) Safety Engineer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>d) Construction Foreman</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>e) Skilled Laborer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>f) Unskilled Laborer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> <tr> <td>g) Structural Engineer</td> <td>Horizontal Construction/Vertical Construction</td> <td>Five (5) years</td> </tr> </tbody> </table>			Key Personnel	General Experience	Relevant Experience (Minimum)	a) Project Engineer	Horizontal Construction	Five (5) years	b) Material Engineer	Horizontal Construction	Five (5) years	c) Safety Engineer	Horizontal Construction/Vertical Construction	Five (5) years	d) Construction Foreman	Horizontal Construction/Vertical Construction	Five (5) years	e) Skilled Laborer	Horizontal Construction/Vertical Construction	Five (5) years	f) Unskilled Laborer	Horizontal Construction/Vertical Construction	Five (5) years	g) Structural Engineer	Horizontal Construction/Vertical Construction	Five (5) years
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g) Structural Engineer	Horizontal Construction/Vertical Construction	Five (5) years																									

10.5	The minimum major equipment requirements are the following:		
	Equipment	Capacity	Number of Units
	a) Dump Truck b) Payloader c) Bulldozer d) Backhoe e) Truck mounted crane f) Plate compactor g) Bagger Mixer h) Concrete vibrator i) Bar cutter j) Bar Bender k) Welding Machine l) Cutting Outfit	8 cu.m. minimum, owned 80 hp. Minimum, owned 100 hp. Minimum, owned 0.40 cu.m. 90hp, minimum, owned 10 tons, minimum, owned 5 hp, minimum, owned 1 bagger, minimum, owned 3.50 hp, minimum, owned electric, 25 mm, min., owned electric, 25 mm, min., owned 400 amp., minimum, owned	2 1 1 1 1 1 1 1 1 1 1 1
12	<i>Value Engineering Clause:</i>  <b>Not allowed</b>		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>One Million Three Hundred Seventy-Two Thousan Pesos Only (₱ 1,372,000.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b>Three Million Four Hundred Thirty Pesos Only (₱ 3,430,000.00)</b>, if bid security is in Surety Bond; or</p> <p>c. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> <p>In lieu of a bid security mentioned above, the bidder may submit a <b>Bid Securing Declaration</b> that is an undertaking which states, among others, that the bidder shall enter in to contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, as indicated in the Bidding Documents, from receipt of the Notice of Award, and committing to pay the corresponding 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 required in the guidelines issued by the GPPB.</p> <p>In no case shall bid security or Bid Securing Declaration be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 28.2 of the IRR.</p> <p>The Bid Securing Declaration Form is in Section IX. Bidding Form.</p>		

15.2	The bid security shall be valid 120 days until the opening of bids
16	Each Bidder shall submit one (1) original and one (1) extra copy of the first and second components of its bid with proper tabs.  All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed by the bidder or his/her duly authorized representative.
19.2	Partial bids:  Not allowed
20	<i>Other appropriate licenses and permits required:</i>  <b>None</b>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

## 2. Sectional Completion of Works

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

## 3. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

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

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

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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



## **10. Dayworks**

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

## **11. Program of Work**

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

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

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

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

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

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

***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
2	The <b>Intended Completion Date</b> is Three Hundred Sixty (360) calendar days Sectional Completion. Not allowed. NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.
4.1	The Procuring Entity shall give possession of all parts of the site to the contractor upon commencement of the project.
6	The site investigation reports are: <i>applicable</i>
7.2	<i>Permanent structures: Fifteen (15) years</i>  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 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.
10	Day works are applicable at the rate shown in the Contractor's original Bid.
10.1	The applicable liquidated damages are at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies available under the circumstances.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <b>10 days</b> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one percent ( <b>1%</b> ) of the <b>progress billing</b> .
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor's request.

13.5	Refer to Section 62.2.3.2a of the Revised IRR R.A. 9184 for the warranty period applicable for the proposed infrastructure project.
14	The Contractor must submit statement of work accomplished (SWA) and corresponding request for progress payment within 45%, 60%, 75% and 90% of actual work accomplished and upon final completion.
15.1	The “as built” drawings and operating and maintenance manuals shall be submitted within fifteen (15) calendar days from accomplishment of ninety-five percent (95%) of the Project, and conduct mandatory Inspection with COA Auditor and TSO.
15.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <b>5% of the contract amount.</b>

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

## **ROCKWORKS**

### **SCOPE OF WORK**

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

1. 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	ASTM C-127
Abrasion	ASTM C-131

### **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., 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.

2. 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.

3. 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.
4. 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 sink holes.

### **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.



## **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.

## **MOORING AND FENDERING SYSTEM**

### **SCOPE OF WORK**

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

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

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

### **MATERIAL REQUIREMENTS**

#### *MOORING SYSTEM*

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

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

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

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

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

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

#### Concrete Foundation :

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

#### Visual Inspection :

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

#### Mill Test Certificates :

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

#### Test Inspection:

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

#### *FENDER SYSTEM*

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

## PHYSICAL PROPERTIES OF MATERIALS

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

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

Physical Property Tested	Requirements	Testing Method
1. Tensile Strength		
a. Before ageing	Min. 160 kg./sq.cm.	Test piece Dumbell No.3
b. After ageing	Not less than 80% of original Value	JIS K 6301 Heat treatment to temp. 70C x 96 hours
2. Elongation		
a. Before ageing	Not less than 350% of the original value	
b. After ageing	Not less than 80% of the original value	
3. Hardness		
a. Before ageing	A max. of 77% of the original value	Spring type hardness test
b. After ageing	+ 8% of the original value	Air heating at 70C x 96 hrs.
4. Tear Resistance		
a. Inner rubber	min. of 70 kg./sq.cm.	Test piece
b. Outer rubber	min. 60 kgisq.cm.	Test piece
5. Compression	max. of 30%	JIS K 6301 at 70C x 22 hrs.

Note : Equivalent Standards

## FITTINGS AND ANCHORAGE

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

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

### Testing

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

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

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

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

### Inspection

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

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

### Acceptance Tolerance

The acceptance tolerance shall be based on the following:

1. Fender Dimension

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

Thickness : -2% to +4%

2. Anchor Bolt Holes in Fender

Diameter of the Hole : +2.0mm

Pitch of the Hole : +4.0mm

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

E = Energy absorption,  $E \geq$  Specified but not to exceed  
10% R = Reaction force,  $R \leq$  Specified but not less than  
10%

Marking

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

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

Name of Port/Project : \_\_\_\_\_

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

Packaging

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

**EXECUTION**

**MOORING SYSTEM**

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

## **PAINING**

### **GENERAL**

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

### **SCOPE OF WORK**

This Section covers the surface preparation, coating materials and application of coatings systems required for the Works.

The work shall consist of furnishing of all labor, materials, equipment and other incidentals necessary for the supply of painting materials and the complete painting of surfaces as shown on the drawings in accordance with this Specification and as directed by the Engineer.

The term paint as hereinafter used includes latex, silver aluminum, oils, pigments, thinner and dryers.

All exposed metal surfaces, except metal surfaces embedded in concrete, shall be painted unless otherwise specified.

### **STANDARD**

The following publications listed below, but referred to thereafter by basic designation only, forms a part of these Specifications to the extent indicated by the reference thereto:

Steel Structures Painting Council (SSPC) U.S. Specification JIS K 5628 Red-lead Zinc Chromate Anti-Corrosive Paint.

### **STORAGE AND DELIVERY**

1. The Contractor shall deliver all material to the site in the original labeled sealed cans and containers, with labels intact and seal unbroken.
  - a. Seals shall remain unbroken until after inspection and acceptance of material by the Engineer.
  - b. The Contractor shall deliver materials in ample quantities sufficiently in advance of the need to avoid any delay or interruptions in the works.
2. Paint in thinner shall be stored in accordance with the approved manufacturer's instructions.
  - a. All regulations required for storage of paint shall be observed and all necessary safety signs required by governing codes shall be posted.

- b. Any damage caused by failure to exercise proper precautions in paint storage shall be repaired.

***MATERIAL REQUIREMENTS***

**PAINT**

Paints for the protective coating system shall be the product of a manufacturer approved by the Engineer.

Paints for exterior finish must be with tile like durability and elegance, fast drying, solvent based acrylic, highly suitable for coastal or polluted areas with excellent anti-fungus properties and alkali resistance.

100% Acrylic, water based, quick-drying, easy to clean-up and environmentally friendly, resist dirt, stains, alkali, water, humidity, algae, mold and mildew growth and highly durable paint for interior finish.

An all-purpose synthetic quick dry paint for all types of wood and metal surfaces. It has high gloss, good color retention and outstanding durability.

For pipes, valves and equipment, galvanized and ungalvanized ferrous metal, use a 100% acrylic gloss paint, has excellent resistance to ultraviolet rays and resists chalking, cracking and color fading, dries fast and environmentally friendly.

**SCHEDULE OF PAINTING**

Paint manufacturers shall be BOYSEN, DAVIES or approved equal.

Architectural Items	
a. Exterior Finishes	
1. On Concrete Walls	
Two Coats, Concrete Masonry Paint	DV Megacryl, DV Liquid Tile, DV Fusion, DV Elastogel or approved equal
2. On Plaster	

First Coat Pigmented sealer	Optimal Liquid Tile Clear, Optimal Liquid Tile Pigmented or approved equal
Second Coat Enamel undercoater	DV 1350 Primer and Sealer or approved equal
Third Coat	Megacryl Latex (semi- gloss / flat) or approved equal

## **EXECUTION**

### **SURFACE PREPARATION OF CONCRETE AND PLASTER**

Concrete and cement plaster surfaces to be painted shall be prepared by removing efflorescence, dust, dirt, grease, oil, asphalt, tar, excessive mortar and mortar dropping and by roughening to remove glaze. A zinc sulfate solution shall be applied before prime coat.

### **MIXING AND THINNING**

Mixing and thinning of paint shall be done in accordance with the approved manufacturer's printed instructions. The pot life of each paint as stated by the manufacturer shall not be exceeded.

### **WEATHER CONDITION**

The paint shall not be applied when the relative humidity is above 85 percent. The paint shall not be applied in rain, wind, fog, dust or mist.

### **APPLICATION**

Workmanship shall be first class in every respect. All work shall be done in a workmanship manner so that the finished surfaces shall be free from runs, chop, ridges, waves, laps and unnecessary brushmarks. All coats shall be applied in such manner as to produce an even film of uniform thickness. Edges, corners, crevices, welds and rivets shall receive special attention to ensure that they receive an adequate thickness of paint.

All painting shall be done by thoroughly experienced workmen.

Safety regulations shall be adhered to at all times, including the wearing of respirators by persons engaged on assisting in spray painting. Adjacent areas and installation shall be protected by the use of cloths or other approved precautionary measures.

Plain enamel and varnish shall be applied carefully with good clean brushes or approved spraying equipment, except that the initial coat on any surface shall be applied with brush.



Sufficient time shall be allowed between coats to assure thorough drying and each coat shall be in proper condition before receiving the next coat.

Sanding and dusting as required shall be performed between coats in varnishing work. Finish coat shall be smooth and free from runs, sags, and other defects. Exterior paint shall not be applied during rainy days.

All paint when applied shall provide a satisfactory film and smooth, even surface. Paint shall be thoroughly stirred and kept at a uniform consistency during application. Powdered metallic pigments added at the time of use shall be mixed by adding the powder in small increments to about one-third of the base paint or vehicle, with thorough mixing to obtain a smooth paste. The remainder of the base paint shall then be thoroughly stirred in.

Different brands of emulsion paints shall not be mixed prior to application of the materials.

Where necessary to suit conditions of surface temperature, weather and method of application, the package paint may be thinned immediately prior to application in accordance with the approved manufacturer's directions, but not in excess of 125 cc of suitable thinner per liter (one pint per gallon). Before using, the paint shall be mixed to a uniform consistency and shall be stirred frequently during application.

Paints other than water-thinned paints shall be applied only to surfaces which are completely free of moisture as determined by sight or touch and only such combinations of humidity to be painted as will cause evaporation rather than condensation.

Surfaces which have been cleaned, pretreated and/or otherwise been prepared for painting shall be primed or painted with one coat of finish paint as soon as practicable after such preparation has been completed, but in any event prior to any deterioration of the prepared surfaces.

The first coat of paint on all exterior surfaces shall be applied by brush. Interior prime coats and all other subsequent coats on either exterior or interior surfaces may be applied by brush or spray. Whenever spraying is permitted all areas inaccessible to spray painting shall be coated by brushing or other suitable means. Brushes to be used for application of water-emulsions shall be soaked in water for a period of 2 hours prior to use.

All cloths and cotton waste which might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day.

Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Paint spots, or stains upon adjacent surfaces shall be removed and the entire job left clean and acceptable to the Engineer.

No smoking shall be permitted in the vicinity where painting is going on.

## TOUCH-UP PAINTING

Touch-up painting shall be done with the same paint as used for the original coat. The resulting minimum dry film shall be the same as for the original coat.

Touch-up painting shall include cleaning and painting of field connections, welds and all damaged or defective paint and rusted areas.

During touch-up painting, only loose, cracked, brittle or non-adherent paint shall be removed during cleaning. All exposed edges shall be feathered. Touch-up painting shall be performed in a manner which will minimize damage to sound paint. Rust spots shall be thoroughly cleaned and edges of the existing paint shall be scraped back to sound material.

## DRYING

1. No primer or paint shall be forced to be dried under conditions which will cause cracking, wrinkling, blistering, formation of pores which would detrimentally affect the condition of the paint.
2. No drier shall be added to the paint unless specified in the approved manufacturer's instructions.
3. Painted surfaces shall be protected from dust, dirt, and the elements of the weather until dry to the fullest extent practicable.
4. After drying, any areas of paint damaged from any cause shall be removed, the surface again prepared and then touched-up with the same paint and to the same thickness as the undamaged areas as specified in sub-section 4.14.3.7 above.

## HANDLING

1. Precautions shall be taken to minimize damage to paint films resulting from stacking for drying.
2. Paint which is damaged in handling shall be scraped off and touched-up with the same paint and in the same thickness as was previously applied to the damaged area at Contractor's expense.

## INSPECTION

1. All works and materials supplied under this Specification shall be subject to inspection by the Engineer.
2. The Contractor shall correct such works or replace such materials found defective under these Specifications at his own expense.

## **SOLAR LED STREET LIGHTS**

### **Specifications**

Solar LED Street lights (Power, 200 watts, Luminous Efficiency, 210LM/W, Bridgelux 3030 led chips, Solar Panel 36V 260W, Battery 25.6V/66AH, Install height suggested to be 8-12 meters, Guard Level IP66, Solar charging time 6-8 hours by bright sunlight, Lighting time 7-10 nights, Housing Material Aluminum alloy + PMMA, Lamp size 1000\*236\*85mm, Solar Panel Size

1980\*675mm, Working temperature -25°C to 65°C.

## **SAFETY SIGNAGES AND BARRICADES**

### **Specifications**

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

The sizes of the standard signage shall be 2-2/3ft x 4ft (800 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 signage and barricades are ½ inch (12mm) marine plywood or tarpaulin poster on 2" x 2" (50mm x 50mm) good lumber frame.

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

## ***Section VII. Drawings***

***See attached Detailed Engineering Designs (DED) marked as Annex "A"***

## *Section VIII. Bill of Quantities*

PROJECT: Rehabilitation and Improvement of Sitangkai Port  
 LOCATION: Municipality of Sitangkai, Province of Tawi Tawi

	Description	Qty		Material Cost		Labor Cost	TOTAL
		# of units	UM	P/unit	Total		
A.	<b>General Requirements</b>						
A.1.1(5)	Construction of living Quarters for the Engineer	1.00	l.s				
B.1	Storage and Workmen Accomodation	12.00	months				
B.3	Permits,Clearances and Testings	1.00	lot				
B.7 (1)	Occupational Safety & Health Program	12.00	months				
B.20	Temporary Fence	1.00	lot				
B.5	Project Billboard/Signboard	2.00	Each				
101(6)	Removal of Structures and Obstruction(Slab and Existing Boulders )	1,113.13	Each				
	<b>Mobilization/Demobilization</b>						
B.9	Mobilization/Demobilization	3.00	days				
	<b>Site works</b>						

804(4)	Boulders Fill (Back Perimeter and Damage wharf area)(Blackstone (12"-18"))	3,169.86	m <sup>3</sup>				
804(2)a	Gravel Bedding( Crush stone)	256.00	m <sup>3</sup>				
804(1)a	Embankment from Structure Excavation	442.21	m <sup>3</sup>				
	<b>STRUCTURAL WORKS</b>						
	<b>Foundation Works</b>						
	<b>Strap Beam</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	52.68	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	359.46	m <sup>2</sup>				
404(1)a	16mm Ø of Reinforcing Steel Bars (Gr.40)	4,194.61	kgs				
404(1)a	10mm Ø of Reinforcing Steel Bars (Gr.40)	2,852.39	kgs				
404(1)a	Tiewires # 16	105.71	kgs				
	<b>Hidden Beam</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	58.01	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	1,187.17	m <sup>2</sup>				

404(1)a	16mm Ø of Reinforcing Steel Bars (Gr.40)	10,568.25	kgs				
404(1)a	10mm Ø of Reinforcing Steel Bars (Gr.40)	5,023.61	kgs				
404(1)a	Tiewires # 16	233.88	kgs				
	<b>Slab at Front Wharf</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	192.10	m³				
903(2)	Formworks ( Phenolic Board )	1,107.04	m²				
404(1)a	12mm Ø of Reinforcing Steel Bars (Gr.40)	14,276.38	kgs				
404(1)a	Tiewires # 16	214.15	kgs				
	<b>Slab at Side Wharf</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	57.04	m³				
903(2)	Formworks ( Phenolic Board )	330.63	m²				
404(1)a	12mm Ø of Reinforcing Steel Bars (Gr.40)	14,398.92	kgs				
404(1)a	Tiewires # 16	215.98	kgs				
	<b>Curtain wall façade</b>						

405 (1)d3	Concrete, 4000psi ( Portland Cement)	66.81	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	260.40	m <sup>2</sup>				
404(1)a	16mm Ø of Reinforcing Steel Bars (Gr.40)	7,844.47	kgs				
404(1)a	10mm Ø of Reinforcing Steel Bars (Gr.40)	4,619.17	kgs				
404(1)a	Tiewires # 16	186.95	kgs				
	<b>Precast Slab</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	38.64	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	89.88	m <sup>2</sup>				
404(1)a	12mm Ø Reinforcing Steel Bars (Gr.40)	245.09	kgs				
404(1)a	Tiewires # 16	3.68	kgs				
	<b>Riprap</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	103.50	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	513.60	m <sup>2</sup>				
404(1)a	12mm Ø Reinforcing Steel Bars (Gr.40)	5,085.58	kgs				



404(1)a	Tiewires # 16	76.28	kgs				
	<b>Mouring Bollarrd Foundation</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	2.98	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	11.65	m <sup>2</sup>				
404(1)a	16mm Ø of Reinforcing Steel Bars (Gr.40)	653.71	kgs				
404(1)a	Tiewires # 16	9.81	kgs				
	<b>Retaining Wall</b>						
405 (1)d3	Concrete, 4000psi ( Portland Cement)	105.05	m <sup>3</sup>				
903(2)	Formworks ( Phenolic Board )	325.82	m <sup>2</sup>				
404(1)a	16mm Ø of Reinforcing Steel Bars (Gr.40)	7,844.47	kgs				
404(1)a	10mm Ø of Reinforcing Steel Bars (Gr.40)	7,024.55	kgs				
404(1)a	Tiewires	223.04	kgs				
	<b>Other Miscellaneous Works</b>						
624(8)	Solar LED Street Light(Power, 200W, Luminous Efficiency, 210LM/W, Bridgelux 3030 led chips, Solar Panel 36V 260W, Battery	10.00	sets				

	25.6V/66AH, Install height Suggested to be 8~12 meters, Guard Level IP66, Solar charging time 6~8 hours by bright sunlight, Lighting time 7-10 nights, Housing Material Aluminium alloy + PMMA, Lamp size 1000*236*85mm, Solar Panel Size 1980*675mm, Working temperature - 25°C to 65°C.						
1032(1)a	Painting Works for Curtainwall Façade	196.67	m <sup>2</sup>				
1400(4)	Supply/Installation of Mooring Bollard ( Ductile Cast Iron, T-Head Bollard (Japanesse Design), 75T, 6 pcs. 2.20in M56mm Bolts, BS EN 1563 - Grades EN-GJS-450 to 500, ASTM A536 - Grades 65-45-12 to 8-55-6, GB/T 1348 - Grades QT450-10 to QT600-3 ).	10.00	sets				
1403(1)	Supply/Installation of V Type Rubber Dock Fender (500mm x 1500mm x 1750mm), 96 T/sq.m (max.) Hull Pressure, 56.3 T (max.) Reaction Force, 9.38 T-meter (min.) Energy Absorption,	10.00	sets				
	<p>Breakdown of Expenditures:</p> <p>Direct Cost:  Labor  Materials  Rental of Equipment</p> <p>Indirect Cost:  Contingencies  Contractor's Profit  VAT &amp; BARMM Tax</p> <p><b>TOTAL PROJECT COST</b></p> <p>Amount in Words: _____  _____  _____  _____</p> <p>Submitted by:</p>						

	<hr/> <hr/> <p>Date: <hr/></p> <hr/>						
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***Section IX. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;  
**and**
- (h) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or

- certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (r) Cash Flow by Quarter.







**Statement of all Completed Government & Private Construction Contracts which are similar in nature**

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

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 CPES rating sheets and/or Certificate of Completion
- 3 Certificate of Acceptance

c

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

**Statement of Availability of Key Personnel and Equipment**

(Date of Issuance)

**ATTY. PAISALIN P. TAGO, CPA**

Minister  
Ministry of Transportation and Communications  
RH7, Bangsamoro Government Compound  
Cotabato City

Attention : The Chairman  
  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, civil engineers, architect, materials engineer and safety officer, who may be engaged for the construction of the said contract.

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

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

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

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

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

\_\_\_\_\_

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

Minimum Requirements : Project Manager

- | : Civil Engineer
- | : Materials Engineer
- | : Safety Officer
- | : Architect (applicable only for vertical projects)

Note : Attached individual resume, PRC License of the (professional) personnel,  
Certificate of DPWH Accreditation, and  
Certificate of Training in Occupational Safety and Health

Designation : \_\_\_\_\_

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

**List of Equipment Owned (please see Invitation to Bid), assigned to the Proposed Contract**

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

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership
<u>A. Owned</u>							
i.							
ii.							
iii.							
iv.							
v.							
vi.							

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

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



