

# Republic of the Philippines DEPARTMENT OF AGRICULTURE PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

PCA Annex Building, Elliptical Road, Diliman, Quezon City Telefax No. 8925-61-41

## **BIDDING DOCUMENTS**

# CONSTRUCTION OF 20 MT BALER ICE PLANT & ICE STORAGE FACILITY & OTHER WORKS (DESIGN & BUILD)

Brgy. Poblacion, Baler, Aurora

**JUNE 2021** 

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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**



# Republic of the Philippines DEPARTMENT OF AGRICULTURE PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

PCA Annex Building, Elliptical Road, Diliman, Quezon City Telefax Telefax No. 925-61-41

#### Invitation to Bid

# Construction 20 MT Baler Ice Plant & Ice Storage Facility and Other Works (Design & Build)

- 1. The Philippine Fisheries Development Authority (PFDA), through the National Government Subsidy to PFDA intends to apply the sum of ₱ 63,860,000.00 being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction of 20 MT Baler Ice Plant & Ice Storage Facility and Other Works located at Brgy. Poblacion, Baler, Aurora.Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The PFDA now invites bids for the above Procurement Project. Completion of the Works is required 360 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 - Instructions to Bidders (ITB).
- Bidding will be conducted through open competitive bidding procedures using nondiscretionary "pass/fail" criterion as specified in the revised implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. A complete set of Bidding Documents may be acquired by interested bidders on the following schedules and venue:

Schedules	Venue
June 25 - July 16, 2021	PFDA - Central Office, Diliman, Quezon City
July 17 - 19, 2021	Navotas Fish Port Complex (NFPC), Navotas Cit

In pursuant to the latest Guidelines issued by the GPPB, the complete set of Bid Document may be acquired in the amount of **P 25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person.

- Bids must be duly received by the BAC Secretariat through manual submission at the Navotas Fish Port Complex (NFPC) - Conference Room, Administration Building, Navotas City on or before July 19, 2021; 8:00 AM. Late bids shall not be accepted.
- The PFDA will hold a Pre-Bid Conference on July 5, 2021; 1:00 PM at the NFPC Conference Room, Administration Building, Navotas City which shall be open to prospective bidders.
- All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.

- Bid opening shall be on July 19, 2021; 1:00 PM at the given address above. Bids will
  be opened in the presence of the bidders' representatives who choose to attend the
  activity.
- In observance with the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Diseases protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities.
- 10. The PFDA 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 the revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. Department of Agriculture PFDA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the General Manager or the National Bureau of Investigation for entrapment and proper investigation.
- 12. For further information, please refer to below within official business hours:

Mr. Ernest Carlo DC. Garcia

Head, PFDA-BAC Secretariat PCA Annex Bldg. Elliptical Road, Diliman, Quezon City bac.co@pfda.gov.ph (02) 8925-7850 (02) 8925-6146

13. You may visit the following websites:

Copy of the ITB will be uploaded here:

https://pfda.gov.ph/index.php/bac/invitation-list

Per PhilGEPS Advisory No. 11 - PhilGEPS Alternative Posting Tool, copy of the Bid Documents will be uploaded here:

https://notices.ps-philgeps.gov.ph/main/index.php

June 25, 2021

JOSE A. RUIZ, JR.

Chairperson

Bids and Awards Committee

# **Section II. Instructions to Bidders**

#### Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Philippine Fisheries Development Authority (PFDA) invites Bids for the Construction of 20 MT Baler Ice Plant & Ice Storage Facility & Other Works (Design & Build), Brgy. Poblacion, Baler, Aurora.

The Procurement Project (referred to herein as "Project") is for the design and construction, as described in Section VI (Minimum Performance Standard and Specifications, MPSS).

#### 2. Funding Information

- 2.1. The GOP through the National Government Subsidy in the total amount of **P** 63,860,000.00.
- 2.2. The source of funding is:
  - a. National Government Subsidy

#### 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. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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.

A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Alternative Bids

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

#### 13. Bid Prices

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

#### 14. Bid and Payment Currencies

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

#### 15. Bid Security

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

The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 16. Sealing and Marking of Bids

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

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

#### 17. Deadline for Submission of Bids

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

#### 18. Opening and Preliminary Examination of Bids

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

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

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

#### 19. Detailed Evaluation and Comparison of Bids

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

#### 20. Post Qualification

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

#### 21. Signing of the Contract

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

# **Section III. Bid Data Sheet**

#### **Bid Data Sheet**

ITD Clause	Bid Data Sileet				
ITB Clause	Familia accessor		-1	the Duelest as	San ta a santas ata code la la cons
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work for <b>Building</b> .				
7.1	Subcontracting is not allowed.				
10.3	The required PCA	B lice	nse for this co	ontract is as fo	llows:
	a. Size Range : Medium A for Building     b. License Category : B for Building				
	Note:				
	For joint venture bidders, a Joint Special License issued by the PCAB pursuant to Section 38 of RA 4566, and the PCAB license and registration individually issued to each joint venture partner must be submitted. Failure of the joint venture bidder to submit a Joint Special License may be a ground for its disqualification despite the submission of the individual licenses of each joint venture partner.				
10.4	Lists of key personnel for the preparation of Detailed Engineering Design and for Construction Works of the contract to be bid with their respective curriculum vitae showing, among others, their educational attainment, professional qualification and experiences.				
	Key Staff Requirement for Detailed Engineering Design				
	Position No. Minimum Minimum Type of Experience Total Work Total Similar Experience Work (years) Experience (years)				
	Team Leader	1	10	5	A licensed Civil Engineer with DED experience as Team Leader preferably with Master's Degree in Structural Engineering
	Sr. Civil Engineer	1	8	5	A licensed Civil Engineer preferably with Master's Degree in Structural Engineering and has undertaken at least 3 structural designs for the construction of refrigeration projects.
	Professional Electrical Engineer	1	8	5	A license Professional Electrical Engineer with experience in planning, engineering design and/or installation of electrical

Registered Electrical Engineer	1	8	5	A licensed Electrical Engineer with construction experience in the supervision/ installation of electrical
Project Engineer	1	8	5	A licensed Civil Engineer with construction experience in the construction of refrigeration building projects.
Position	No.	Minimum Total Work Experience (years)	Minimum Total Similar Work Experience (years)	Type of Experience
К	Key Sta	ff Requiremen	t for Constructio	n Works
Total	6			
Document Specialist/Specs. Engineer	1	8	5	A license Civil Engineer or Architect and should have successful track record as document specialist for at least 10 projects.
Quantity/Cost Engineer	1	8	5	A Civil Engineer with experience as Estimator in at least 10 civil works projects.
Professional Mechanical Engineer	1	8	5	systems.  A licensed Professional Mechanical Engineer with experience in planning, engineering design, and/or installation of refrigeration facilities with knowledge in HVAC-R and fire protection and emergent alternative efficient HVAC-R technologies.
				systems for vertical structures as well as power supply/distribution systems and telecommunication

					systems for vertical structures as well as power supply/distributions systems and communication systems.
	Registered Mechanical Engineer	1	8	5	A licensed Mechanical Engineer with experience in supervision/installation of refrigeration facilities with knowledge in HVAC-R and fire protection and emergent alternative efficient HVAC-R technologies.
	Materials/Qual Control Engine		-	-	A DPWH Accredited Materials Engineer II
	Safety Off Engineer	ficer/ 1	3	1	Certified by the Bureau of Working Conditions of DOLE or with Certificate of 40 hours training in Construction Occupational Safety and Health (COSH).
	Foreman	1	10	5	With experience as Foreman of at least 3 refrigeration building projects
	Total	6			
	work exp	erience o		sonnel in the	er to the number of years of e exercise of his profession taken.
	(2) Bidder s Personne		submit duly	signed State	ment of Availability of Key
10.5	The minimum major equipment requirements are the following:				
	No. of Units  Equipment (Capacity)  2 units Concrete Mixer, 1-bagger			icity)	
	2 2	units units	Concrete Vib		
	1	unit	Concrete Cu		
	2	units		lectric, 25mm	n dia.)

	1	unit	Plate Compactor, 5 Hp		
	2	units	Bar Bender (electric, 25mm dia.)		
	2	units	Dump Truck, 10 cu.m. capacity		
	1	unit	Water Truck with pump, 1,000 gal. capacity		
	1	unit	Jackhammer		
	1	unit	Boom Truck		
	2	units	Welding Machine, 400 amp.		
	2	units	Oxy/Acetylene Cutting Outfit		
	1	unit	Backhoe, 0.40 cu.m. (94.30 Hp)		
	1	unit	Transit Mixer, 5-6 cu.m. capacity		
		dille	Transit Mixer, e e earn. supusity		
12	Alternative B	lid is not a	llowed		
12	/ (iternative b		nowed.		
15.1	The hid secu	rity shall h	be in the form of a Bid Securing Declaration or any of the		
10.1	following form	•	· · · · · · · · · · · · · · · · · · ·		
			not less than ₱ 1,277,200.00, if bid security is in cash,		
			ager's check, bank draft/guarantee or irrevocable letter		
	of cre		ager 3 check, bank drainguarantee or irrevocable letter		
	l or civ	cuit,			
	b. The	amount of	not less than ₱ 3,193,000.00 if bid security is in Surety		
	Bond.				
19.1	BID EVALUATION				
10.1	BID EVALUATION				
	For the detailed evaluation of the design and build prepagate a true stars				
	For the detailed evaluation of the design and build proposals a two-step				
	•		dopted by the BAC, which may be undertaken with		
	the assistar	nce of the	DBC.		
	26.6.1. Firs	t-Step Pr	ocedure:		
	i. The fi	rst step	of the evaluation shall involve the review of the		
	preliminary conceptual designs and track record submitted by the				
	contractor as indicated in the Bidding Documents using a				
	nondiscretionary "pass/fail" criteria that involve compliance with the				
	following requirements:				
	Tollowing requirements.				
	a Adharance of proliminary decign plane to the required				
	a. Adherence of preliminary design plans to the required				
	performance specifications and parameters and degree of details;				
	b. Concept of approach and methodology for detailed engineering,				
	design and construction with emphasis on the clarity, feasibility,				
	innova	ativeness	and comprehensiveness of the plan approach, and		
	the quality of interpretation of project problems, risks, and				
	suggested solutions;				
	suggested solutions,				
	2 0	ality of po	preannel to be assigned to the project which source		
			ersonnel to be assigned to the project which covers		
	suitability of key staff to perform the duties of the particular				
			nd general qualifications and competence including		
	educa	ition and	training of the key staff;		
	ii. For complex or unique undertakings, such as those involving highly				

	specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.
	26.6.2. Second-Step Procedure:
	Only those bids that passed the above criteria shall be subjected to the second step of evaluation.
	The BAC shall open the financial proposal of each "passed" bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).
19.2	Partial bids are not allowed.
20	Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.
	<b>NOTE:</b> The latest income and business tax returns are those within the last six months preceding the date of bid submission.
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, PERT/CPM or other acceptable tools of project scheduling and Contractor's All Risk Insurance.

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

#### **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

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

#### 4. The Contractor's Obligations

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

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

#### 5. Performance Security

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

#### 6. Site Investigation Reports

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

#### 7. Warranty

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

#### 8. Liability of the Contractor

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

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

#### 9. Termination for Other Causes

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

#### 10. Dayworks

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

#### 11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

#### 12. Instructions, Inspections and Audits

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

#### 13. Advance Payment

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

#### 14. Progress Payments

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

#### 15. Operating and Maintenance Manuals

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

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

### **Special Conditions of Contract**

GCC Clause							
2	The Intended Completion Date is Three Hundred Sixty (360) calendar days.						
	The breakdown of the computation for the total contract time is as follows:						
	1 Total actual number of working days (Counted six (6) days a week)						
	2 Allowance for Holidays and Weekend	ls 72					
	3 Allowance for Inclement Weather	-					
	Total Contract Time	360 calendar days					
	NOTE: The contract duration shall be read not from contract effectivity date.	ckoned from the start date					
4.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.						
6	The site investigation reports are: none						
7.2	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 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.						
	In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.						
	In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.						
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.						
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 calendar days of delivery of the Notice of Award.						
11.2	The amount to be withheld for late submission Work is five percent (5%) of the previous wo						
13	The amount of the advance payment is 15% be made in lump sum amount.						
14	No further instruction.						

15.1	The date by which "as-built drawings" (one original in Mylar, two blue print copies and electronic file in USB) are required to be submitted is before the release of final payment.				
	The date by which the "Operations and Maintenance Manuals" are required is before the release of final payment.				
15.2	No final payment shall be made by the Procuring Entity unless the Contractor prepares and submits the required as-built plans.				
Additional Clau	ise				
16	NEGATIVE SLIPPAGE				
	The Procuring Entity shall ensure the timely implementation of infrastructure projects by monitoring the performance of the contractors. When the contractor incurs negative slippage during the contract duration, the Procuring Entity shall implement the calibrated measures provided under GPPB Circular No. 03-2019 dated 8 March 2019, entitled "Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage by the Contractor in Infrastructure Projects." See attached Annex "A" of SCC.				

# ANNEX "A" Special Conditions of Contract



#### **CIRCULAR 03-2019**

8 March 2019

TO:

Heads of Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government Owned and/or Controlled Corporations, Government Financial Institutions, and Local Government Units

SUBJECT:

Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage By the Contractor in Infrastructure Projects

#### 1.0 PURPOSE

This Circular is issued to further guide procuring entities on the actions to be undertaken when contractors incurred negative slippage in the implementation of infrastructure projects.

#### 2.0 SCOPE

All Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government-Owned and/or Controlled Corporations, Government Financial Institutions and Local Government Units.

## 3.0 CONTRACT TERMINATION DUE TO DEFAULT BY CONTRACTORS IN INFRASTRUCTURE PROJECTS

3.1 The provisions for the grounds contract termination of on-going infrastructure project under GPPB Resolution No. 018-2004 remain effective and continue to be the basis by which both the procuring entities and contractors should be guided, thus:

#### "2. In contracts for Infrastructure Projects:

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

 a) 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;<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Authorizing the Government's Take Over by Administration of Delayed Infrastructure Projects or Awarding of the Contract to other Qualified Contractors, issued on 12 July 1983.

#### 4.0 GUIDELINES

- 4.1 The provisions of the Guidelines on Termination of Contracts as embodied in GPPB Resolution No. 018-2004 remain to be the basis for contract termination in infrastructure projects.
- 4.2 To ensure the timely implementation of infrastructure projects and effective management of the performance of contractors, the following calibrated actions in response to delays in the implementation of infrastructure projects are hereby adopted:
  - 4.2.1 Negative slippage of five percent (5%) -

The contractor shall be given a warning and be required to:

- 4.2.1.1 Submit a detailed "catch-up" program every two weeks in order to eliminate the slippage and to restore the project to its original schedule;
- 4.2.1.2 Accelerate work and identify specific physical targets to be accomplished over a definite period of time; and
- 4.2.1.3 Provide additional input resources such as the following: money, manpower, materials, equipment, and management, which shall be mobilized for this action.

The Implementing Unit shall exercise closer supervision and meet the contractor every other week to evaluate the progress of work and resolve any problems and bottlenecks.

4.2.2 Negative slippage of ten percent (10%) -

The contractor shall be issued a final warning and be required to come-up with a revised detailed "catch-up" program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

#### 4.2.3 Negative slippage of fifteen percent (15%) -

The contractor shall be issued a final warning and be required to come-up with a revised detailed "catch-up" program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

- 5.0 All procuring entities are enjoined to apply this Guidelines on all government infrastructure projects.
- 6.0 This Circular shall take effect fifteen (15) days after publication.
- 7.0 For guidance and compliance.

SGD

LAURA B. PASCUA Alternate Chairperson

# Section VI. Minimum Performance Standards and Specifications

#### 1. PURPOSE

The purpose of the Minimum Performance Standards and Specifications is to establish the minimum requirements that the Bidder must comply with in order to design and construct the Project.

#### 2. BASIC CONFIGURATION

The Project involves the design and construction of 20 MT Baler Ice Plant & Ice Storage Facility & Other Works. The scope of the project design is presented in Table 1.

Table 1. Scope of Project Design

	ltem	Project Scope	Description of Works
А.	CONSTRUCTION SAFETY AND HEALTH SITE DEVELOPMENT	Occupational Safety and Health Programs	
1			Transport of continuous
1.	Mobilization/Demobilization		Transport of equipment, materials and manpower
2.	Site Clearing	Clearing and Grubbing	Removal of unnecessary structures, flora and fauna
3.	Earth Works	Excavation, cut & fill etc.	
4.	Concrete Pavement	Curbs, gutter and sidewalks	<ul> <li>0.20M thk., 24.10Mpa         Concrete pavement         </li> <li>0.20M thk. Base course</li> <li>Concrete Tire guards</li> <li>Gravel bedded Parking slots</li> </ul>
5.	Outside Power and Lighting & water supply systems	Outside power distribution system	<ul> <li>230V/3phase/60Hz Weather- proof/Outdoor type</li> </ul>
		Power Sub-station	<ul> <li>Transformer on concrete platform</li> </ul>
		Water supply pipe line system	■ HDPE pipe
		Storm Drain and Sanitary System	<ul> <li>Underground, UPVC sanitary pipe</li> </ul>
6.	Perimeter Fence and Gates	Cyclone wire Fence Steel Gates	Cyclone wire on CHB zocallo

7.	Miscellaneous Items	Flagpole and signage	<ul> <li>3M signage for PFDA and LGU</li> <li>Fabricated, tapered flag pole with concrete base</li> </ul>
C.	ICE PLANT BUILDING & EQUIPMENT		
1.	Ice Plant & Ice Storage Building 500.00 sq.m. building	<ul> <li>20 MT Ice plant and ice storage</li> </ul>	<ul> <li>Ice Making- 2 x 10 tons capacity, block ice making, individual ammonia refrigeration system</li> <li>Ice Storage- split type, Freon refrigeration system</li> <li>Standby generator set- diesel generating set</li> <li>Ice crusher with pump- local fabrication</li> </ul>
		<ul> <li>Construction of Ice Plant Building complete with ice making area, ice storage room, machine room, generator set room, office, comfort room and ice unloading area (see concept plan)</li> </ul>	Reinforced concrete design with roof deck
D.	CONTAINERIZED COLD STORAGE	Supply, install and commissioning of 40 ft containerized ice/cold storage	2 units-40 foot reefer container van
		<ul><li>Power supply</li></ul>	<ul><li>230 V, single phase</li></ul>
		Technical description	<ul> <li>@-18 deg C -5 deg C , Freon refrigeration system, stainless steel interior complete with ante room, and covered sorting platform</li> </ul>
E.	REFRIGERATED VAN	<ul> <li>Procurement and delivery of refrigerated van with prime mover</li> </ul>	<ul> <li>5000 kg payload capacity, insulated van, stainless steel interior, Freon refrigeration system, -18 deg C</li> </ul>
F.	GENERAL ITEMS	<ul> <li>Permits, licenses &amp; other Government documents</li> <li>Rental of Service Vehicle for PFDA Engineers</li> <li>Provision of Office equipment, furniture &amp; supplies</li> <li>Temporary Facilities</li> </ul>	<ul> <li>Environmental Compliance Certificate, building permit, etc.</li> <li>1 unit SUV 4x2</li> <li>1 unit laptop</li> <li>1 unit dual-monitor desktop</li> </ul>

#### 3. **DESIGN OUTPUTS**

The Contactor shall coordinate and report to the PFDA-TSD for uniformity and cohesiveness in the preparation of related documents, consistent with the latest edition of the Design Guidelines, Criteria and Standards for Public Works and Highways, AASHTO guidelines and other applicable provisions of existing laws, codes and Department Orders.

All reports and other created documents prepared by the Contractor shall be in a format agreed and accepted by the PFDA-TSD. The Contractor shall undertake the following surveys/studies and design works:

- 3.1 Topographic and Bathymetric Surveys
- 3.2 Environmental Impact Assessment
- 3.3 Site Development Study
- 3.4 Architectural Design
- 3.5 Structural Design Analysis (Buildings, Roads, etc.)
- 3.6 Sanitary & Plumbing Works
- 3.7 Exterior Water Distribution and Fire Protection Systems
- 3.8 Exterior Sanitary Sewer System
- 3.9 Exterior Drainage System
- 3.10 Mechanical System (Refrigeration)
- 3.11 Electrical System
- 3.12 Detailed Specifications of Materials
- 3.13 Others as may be required by PFDA

Plans (PDF and CAD formats) and technical report, in electronic files and hard copies for the work prepared, must be submitted by the Contractor to the PFDA - TSD for review and approval.

The Contractor shall deliver to the PFDA Procuring Entity the following outputs of the Detailed Engineering Design (DED) of the Project:

#### 3.1 General:

- A. Cover Sheet
- B. General Index
- C. Vicinity and Key Map
- D. Location Plan/Layout
- E. Legend, Abbreviation and Symbols
- F. General Notes
- G. Perspectives

#### 3.2 Site Development Plan

- A. Elevation and Section Plans
- B. Site Development Plan
- C. Site Plumbing Systems
- D. Site Lighting and Power Distribution System

#### E. Others

#### 3.3 Building Plans

- A. Perspective
- B. Floor Plans
- C. Elevation and Section Plans
- D. Schedule of Doors and Windows
- E. Architectural Details
- F. Detailed Structural Plans
- G. Detailed Plumbing and Sanitary Plans including Rainwater and Water Retention and Use Plans
- H. Detailed Electrical Plans including Emergency Power
- I. Detailed Mechanical Plans, including Engineered Mechanical Building Utilities and Ventilation Systems
  - Refrigeration systems design (piping and instrumentation, refrigeration load calculations)
  - Ice Storage Insulation Design
  - Containerized Storage Design
- J. Scope of Works and Technical Specifications
- K. Detailed Estimate, Bill of Quantities
- L. Proposed Design and Construction Schedule
- M. Occupational Safety and Health Program (Construction Phase)

#### 3.4 Brochures, Catalogues of Equipment and Auxiliaries

The Contractor shall submit the reports/data on DED to PFDA as shown below.

- A. Survey Data: 5 copies, one (1) month after the effectivity of the Contract
- B. Detailed Geotechnical Investigation report: 5 copies, two (2) Months after the effectivity of the contract
- C. Design Analysis: 5 copies, two and a half (2 ½) months after the Effectivity of the contract
- D. Detailed Engineering plans including quantity calculations: 5 Copies, six (6) months after the effectivity of the contract
- E. As-Built Plans: 5 copies, two months after project completion
- F. Maintenance Manual, two months after project completion
- G. Others, if required by PFDA.

#### 3.5 Value Engineering Studies

The Contractor shall undertake "value engineering (VE) studies" as part of the DED, where appropriate, to minimize and/or reduce non-essential Project features and costs and to reduce the life cycle cost of the Project without sacrificing the quality and integrity of the structures while attaining their essential functions consistent with the required performance, reliability and safety. The Contractor shall observe the DPWH Guide to VE (Appendix A of the Main Guidelines of the DPWH Procurement Manual for Infrastructure).

VE shall essentially involve the following phases:

- A. <u>Information Phase</u>. Under this phase, the activities include Project information gathering and investigation and performing functional analysis of systems and subsystems to identify high cost areas of the project.
- B. <u>Speculative/Creative Phase</u>. Activities under this phase involve developing effective and efficient group interaction process (brainstorming) to identify alternative ideas, proposals and solutions for accomplishing the function of a system or subsystem.
- C. <u>Evaluation/Analytical Phase</u>. During this phase, the Contractor shall evaluate and analyze process to determine which ideas, solutions and measures would show greater potential for cost savings and project improvement.
- D. <u>Development/Recommendation Phase</u>. Activities under this phase include description of project components, preparation of sketches, and estimation of life cycle cost to be used in justifying and supporting value engineering recommendations.
- E. <u>Report or Presentation Phase</u>. During this phase, the Contractor shall prepare and present his report, which should contain information, such as list of items or processes examined, alternatives, functional and the life cycle analyses, value engineering proposals and supporting information.

#### 4. DESIGN CODES

The DED of the Project shall comply with the relevant provisions of different codes with respective implementing rules and regulations, and standards.

#### 4.1 LOCAL CODES AND STANDARDS

It should noted that many Philippine codes and standards are based on American equivalents including DPWH and NSCP, e.g. NSCP is based on ACI 318, and similarly with the DPWH

- A. National Building Code (NBC)
- B. Philippine Green Building Code of 2015
- C. National Structural Code of the Philippines (NSCP C 101-15), Volume I

   Buildings, Towers and other Vertical Structures, 7<sup>th</sup> Edition, 2015
- D. DPWH Design Guidelines, Criteria and Standards, Volume 1 and 2
- E. DPWH Standard Specification for Item 807 Site Development
- F. DPWH Highway Safety Design Standards, Part 1, Road Safety Design Manual and Part 2, Road Sign and Pavement Marking Manual, February 2004
- G. DPWH Standard Specifications, Volume 2, Highways Bridges and Airports
- H. National Plumbing Code of the Philippines
- I. Philippine Electrical Code, Part I and II
- J. The Fire Code of the Philippines
- K. Code on Sanitation of the Philippines

- L. Department of Environment and Natural Resources (DENR) Department Orders and Standards
- M. Bureau of Fisheries and Aquatic Resources (BFAR) Publications and Standards
- N. Philippine Society of Mechanical Engineers (PSME) Code

#### 4.2 INTERNATIONAL CODE AND STANDARDS

- A. AASHTO A Policy on Geometric Design of Highways and Streets, 2004 Edition
- B. AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT <400), 2001 Edition
- C. AASHTO 1998 Supplemental Guide for Design of Pavement Structures
- D. American Society for Testing and Materials (ASTM) Publications
- E. National Fire Protection Association (NFPA)
- F. Illumination Engineering Society (IES) Lighting Handbook
- G. Occupational Safety and Health Association (OSHA)
- H. Uniform Plumbing Code (UPC)
- I. American Society of Plumbing Engineers (ASPE)
- J. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- K. American Society of Testing Materials

#### 4.3 Other Design Criteria and Standards

The following codes may be used as references for more specialized aspects of design not covered in the ruling design code:

- A. PTI "Recommendations for Stay Cable Design, Testing and Installation.
- B. Batas Pambansa (BP) Blg.344 (Accessibility Law)
- C. Gender and Development (GAD) Toolkit

The structural design and detailing shall comply with the Philippine Codes and Regulations and other relevant International Standards. Details are given below.

#### A. DESIGN CRITERIA

- 1. ACI 318-14, Building Code Requirements for Structural Concrete
- 2. ACI 350-06, Code Requirements for Environmental Engineering Concrete Structures
- 3. ACI 315-04, Details and Detailing of Concrete Reinforcement
- 4. American Society of Civil Engineers (ASCE), ASCE 7-10 Minimum Design Loads for Buildings and Other Structures
- 5. AISC 360-16 Specification for Structural Steel Buildings
- 6. AISC 341-16 Seismic Provisions for Steel Buildings
- 7. Association of Structural Engineers of the Philippines (ASEP), National Structural of the Philippines (NSCP), 2015

#### **B. CONCRETING**

- 1. ASTM 0150 Standard Specification for Portland Cement
- 2. ASTM C33 Standard Specification for Concrete Aggregates
- 3. ASTM C330 Standard Specification for Lightweight Aggregates for Structural Concrete
- 4. ASTM 094 Standard Specification for Ready Mixed Concrete
- 5. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete
- 6. ASTM C494 Type A Standard Specification for Chemical Admixtures for Concrete Water-Reducing Admixtures
- 7. ASTM 0494 Type E Standard Specification for Chemical Admixtures for Concrete Water-Reducing and Accelerating Admixtures
- 8. ASTM C494 Type F Standard Specification for Chemical Admixtures for Concrete Water-Reducing, High Range Admixtures
- ASTM C171 Standard Specification for Sheet Materials for Curing Concrete
- 10. ASTM 0309 Type 1 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete Class A
- 11.ASTM 0309 Type 1 Water-Based Acrylic Membrane Curing Compound Class B
- 12.ASTM C881 Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
- 13.ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete
- 14. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete

# C. CONCRETE FORMWORK

1. ACI 347 — Guide to Formwork for concrete

#### D. QUALITY CONTROL TESTING FOR STRUCTURAL ELEMENTS

- ASTM 0143 Standard Test Method for Slump of Hydraulic-Cement Concrete
- 2. ASTM C173 Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- 3. ASTM 0231 Standard Practice for Air Content of Freshly Mixed Concrete by the Pressure Method
- 4. ASTM C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
- 5. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- 6. ASTM A370 Standard Test Methods and Definitions for Mechanical Testing of Steel Products
- 7. ASTM E29 Standard Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications

- ASTM E154 Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or Ground Cover
- 9. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials
- 10.ASTM D2240 Standard Test Method for Rubber Property Durometer Hardness
- 11.ASTM C311 Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete

#### E. MASONRY

- 1. ASTM C90 Standard Specification for Load-Bearing Concrete Masonry Units
- 2. ASTM C129 Standard Specification for Non-Load-Bearing Concrete Masonry Units
- 3. ASTM C270 Standard Specification for Mortar for Unit Masonry
- 4. ASTM C476 Standard Specification for Grout for Masonry
- 5. ASTM A82 Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
- 6. ASTM 091 Standard Specification for Masonry Cement
- 7. ASTM C140 Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
- 8. ASTM C144 Standard Specification for Aggregates for Masonry Mortar
- 9. ASTM 0150 Standard Specification for Portland Cement
- 10.ASTM 094 Standard Specification for Ready Mixed Concrete
- 11.ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cements Mortars (Using 2 inches or 50 mm Cube Specimens)
- 12.ASTM 033 Standard Specification for Concrete Aggregates
- 13.ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete
- 14.ASTM 0207 Standard Specifications for Hydrated Lime for Masonry Purposes
- 15.ASTM C404 Standard Specifications for Aggregates for Masonry Grout
- 16.ASTM C881 Standard Specifications for Epoxy-Resin-Base Bonding Systems for Concrete
- 17.ASTM 0979 Standard Specification for Pigments for Integrally Colored Concrete

#### F. REINFORCING BARS

- ASTM A706 Standard Specification for Low-Alloy Steel Deformed and Plain Bars for concrete Reinforcement
- 2. ASTM A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

- 3. ASTM A775 Standard Specification for Epoxy-Coated Reinforcing Bars
- 4. ASTM A185 Standard Specification for Steel Welded Fabric, Plain, for Concrete Reinforcement
- ASTM A370 Standard Test Methods and Definitions for Mechanical Testing of Steel Products
- 6. ASTM A510 Standard Specification for General Requirements for Wire rods and Coarse Rounds Wire, Carbon Steel
- 7. ASTM A700 Standard Practices for Packaging, Marking and Loading Methods for Steel Products for Domestic Shipment

#### **G. STRUCTURAL STEEL**

- 1. ASTM A36 Standard Specifications for Carbon Structural Steel
- ASTM A500, Grade B Standard Specifications for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- 3. ASTM A501 Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
- 4. ASTM A307 Standard Specification Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength (anchor bolts, regular low-carbon steel bolts and nuts)
- 5. AWS D1.1 Structural Welding Code Steel
- ANSI/AWS D1.1 Conformance of Welder Qualification Test Requirement
- 7. AWS D1.6 Structural Welding Code Stainless Steel
- 8. ASTM A325 Standard Specification for Structural Bolts, Steel, Heat Treated, 830 MPa (120/105 ksi) Minimum Tensile Strength
- ASTM A490 Standard Specification for High Strength Steel Bolts, Classes 10.9 and 10.9.3 for Structural Steel Joints 1040 MPa (150 ksi) minimum Tensile Strength
- 10. ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
- 11. ASTM A594 Specification for Stainless Steel Nuts
- 12. ASTM F959 Standard Specification for Compressible-Washer Type Direct Tension Indicators for Use of Structural Fasteners (Metric)
- 13. ASTM E709 Standard Guide for Magnetic Particle Examination
- ASTM E94 Standard Guide for Radiographic Examination using Industrial Radiographic Film
- 15. ASTM E164 Standard Practice for Ultrasonic Contact Examination of Weldments
- ASTM A53 Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated Welded and Seamless

# 5. MINIMUM PERFORMANCE SPECIFICATIONS AND PARAMETERS (MPSP)

#### 5.1 ARCHITECTURAL DESIGN CONSIDERATIONS

#### A. CONSTRUCTION OF ICE PLANT AND ICE STORAGE

# 1. Basic Concept Design

The building concept shall take into consideration the following:

- a. Land Mass
- b. Landscape and Nature Durability
- c. Barrier Free (Universal Design)
- d. Environment Friendly Design
- e. Energy Conservation Design of Maintenance; and
- f. High Durability and Easy and Low Maintenance.

# 2. Design Criteria

The following codes, standards, and references shall be used in the design of the Architectural Works:

- a. National Building Code of the Philippines
- b. The Fire Code of the Philippines and P.D. No. 1185
- c. Universal Design
  - Magna Carta for Disabled Persons (R.A. No. 7277)
  - Act to enhance the Mobility of Disabled Persons by Requiring Certain Building, Establishment and Public Utilities to install Facilities and Other Devices (Accessibility Law BP344 and its Implementing Rules and Regulations.

The realization for universal design is attained by the design of the multi-level facility structure with a design building length of 155 and 322 meters.

Movement of people are guaranteed to be short and they could easily find their way without a great effort. Parking lots for handicapped shall be provided and marked at designated areas, and the provision of ramps with the required slopes and curb cut-outs.

#### d. Eco-Building

Green building incorporating energy saving elements, such as the usage of solar modules, usage of LED lighting fixtures, and energy efficient HVAC system and the introduction of rain water harvesting.

# 3. Design Consideration

- a. Durability the building should stand up against natural elements
- b. Utility the building should be suitable for its intended use.
- c. Beauty it should be aesthetically pleasing.

# 4. Outline Specifications

The outline specifications for the exterior and interior finishes shall be selected based on the following considerations:

- a. Compatibility with the Environment
- b. Performance
- c. Durability
- d. Cost
- e. Easy Maintenance

#### B. TOPOGRAPHY

Site grading and cut-and-fill building solutions must be kept to an absolute minimum to retain the topsoil as much as possible.

The New Building shall adapt to the site grading elevations.

# C. ENERGY AND EMISSIONS

Passive Design: Passive design is working with the environment to create the most optimal conditions inside a structure, taking advantage of the behavior or the sun and wind patterns simultaneously reducing the need for mechanical lighting and air-conditioning, thus effecting energy conservation. In the tropics, the main principles are avoiding heat gain, encouraging natural ventilation, making use of natural light and creating cool outdoor area.

All these are maximized in the design by providing large openings, awning windows, glass louvered windows and fixed glass windows that allows natural lighting and ventilation at the same time providing a great picture view of the sea.

Passive Ventilation: Energy intensive air-conditioning can be greatly reduced by designing in a way that maximizes natural ventilation.

Windows, doors and vents must be aligned in a reasonably straight line to allow air flow through the building. In the possible occurrence of natural disasters like storm surges and tidal waves. The building design shall maximize the use of roof decks to address the usual standard metal roofing which are easily blown away or tore apart by strong winds during typhoons and storm surges. This also strengthen the buildings sustainability, easier and lesser maintenance cost of the buildings in the future.

Internal obstacles such as internal walls should be minimized to allow unimpeded ventilation. Natural ventilation should be maximized by:

1. Exposing windows to the prevailing winds in the locality during the hot months if there are no constraints to such orientation and/or to a western or eastern orientation to reduce solar heat loads;

- 2. Properly sizing and locating the window opening for maximum cross ventilation and/or speed up prevailing breeze;
- 3. Adopting the 'venturi' principle in air movement to increase rate flow inside buildings;
- 4. Adopting the 'stack effect' principle only where appropriate.
- 5. Making proper layout of the buildings to avoid being in the wind shadow; and
- 6. Providing buildings with at least 2.0m setback from the property line making provision for open courts or yards where feasible.

Passive Cooling: The ceiling cavity of a building may also provide an effective means of replacing hot air with cool air from outside using convection. Roof ventilation can be provided through the use of vents placed at the highest point that allows collected hot air at the highest point to flow out. These are aided by installing vents in ceiling or roof cavities (where provided) to allow cooler air in and promote better air flow through the roof vent (if provided).

The building façade design development injected the DIPS (Decorative Insulated Panel System) to provide beauty and sustainability elements in the materials used as accents in majority of the main structures. This will lessen the heat absorption at the walls and easy maintenance of its solid rough surface.

Thermal mass: Thermal mass refers to the capacity of a material to absorb, store and release heat. The use of materials with lower thermal mass such as non-banned timber is preferable on walls directly exposed to the sun. The use of lightweight materials like timber enables the building to cool faster. The use of heavy textures of non-timber materials i.e. that create light and shadow features on walls directly exposed to the sun may help achieve the same effect.

Natural lighting: Designs should maximize the utilization of natural lighting in order to minimize the use of artificial lighting during daytime, thus effecting energy conservation and has been shown to increase productivity particularly in workplaces.

Natural lighting or sunlight should be used to best advantage by:

- 1. Providing rooms with adequate window opening with area of at least ten percent (10%) of the room area served; windows should be glazed and opening directly to a court or open spaces;
- 2. Providing skylight where necessary or setbacks or open courts as required in P.D. No. 1096 but never to compromise fire integrity;
- 3. Providing means of controlling direct sunrays into the building such as overhangs, vertical or horizontal sun baffles, etc.
- 4. Natural lighting can be enhanced by aligning ceilings and internal walls to maximize reflection of light sources, as well as using light colors on floors, walls, and horizontal surfaces. This must be balanced with strategies to manage heat gain and glare.

Energy Efficient Systems and Appliances: Building fit outs, if possible, should install the energy-efficient appliances and systems to minimize building operational costs. These include the following:

- 1. Air-conditioning Systems;
- 2. Lighting Systems; and
- 3. Water Heating Systems

Renewable energy: Adapting Solar Power help lessen greenhouse gas emissions and increase energy security. The roof deck area of the building can be provided with solar panels which can provide solar electricity use for the buildings.

Use of WPC (Wood Plastic Composite): For the consideration of lesser cost and easy maintenance we recommend replacing majority of exterior steel elements in the building with Wood Plastic Composite materials, such as steel grilles, louvre doors and gates.

#### 5.2 STRUCTURAL

#### A. CONCRETE

Foundation, Pile Caps

Piles

Columns, Footing-tie-beams, beams & suspended slabs

Slab on grade

Shear Wall

- 27.6 MPa

# **B. REINFORCING BARS**

All reinforcement used in the design of concrete elements shall have a minimum yield stress fy=276 MPa for 12mm $\emptyset$  and smaller  $\emptyset$ , and fy=414 MPa for 16mm $\emptyset$  and larger  $\emptyset$  all in accordance with ASTM A706 or ASTM A615M/PNS 49 (weldable bars).

Structural steelwork shall be Grade 36 (ASTM A36), fy=248 MPa

# C. MATERIAL DENSITIES

 Reinforced Concrete
 - 24 kN/m³

 Steel
 - 77 kN/m³

 Soil
 - 19 kN/m³

 Water
 - 9.91 kN/m³

 Masonry
 - 21.2 kN/m³

 Glass
 - 25.1 kN/m³

# D. LATERAL LOADS

#### 1. WIND LOADS

The building structures are designed to withstand wind forces in accordance with ASCE 7-10 with a 50-year return period using the following parameters:

 NSCP 2015/ASCE 7-10 Design Code

# Occupancy category

a. Modern Fish Market - III - Special Occupancy - III - Special Occupancy
- IV - Standard Occupancy
- I - Standard Occupancy

# **Basic Wind Speed**

a. For Special Occupancyb. For Standard Occupancy240 kph240 kph c. For Essential Facilities

d. Velocity Pressure, q - 260 kph

- 0.613 K<sub>z</sub> K<sub>zt</sub> K<sub>d</sub> V<sup>2</sup> (N/m<sup>2</sup>; d. Velocity Pressure, q

V in m/s)

e. Exposure Categoryf. Design Wind Pressure -  $P=q G C_p - q_i (GC_{pi})$ 

#### 2. EARTHQUAKE LOADS

Seismic Code - NSCP 2015 Seismic Zone - Zone 4, Z=0.40

Soil Profile Type - [Awaiting Geotechnical Investigation

Report1

Building Base - Ground Level

Seismic Source Type

# Importance Factor, I

Standard Occupancy - I = 1.00 Special Occupancy - I = 1.00 Essential Facility - I = 1.50

#### Design Earthquake Load, E = $\rho E_h + E_v$

Where:

E = the earthquake load on an element of the structure resulting

from the combination of the horizontal component,  $E_h,$  and the vertical component,  $E_\nu$ 

 $E_h$  = the earthquake load due to the base shear, V or the design lateral force,  $F_\rho$ 

 $E_{\nu}$  = the load effect resulting from the vertical component of the earthquake ground motion and is equal to an addition of 0.5CaID to the dead load effect, D, for Strength Design, and may be taken as Zero for Allowable Stress Design.

P = reliability/redundancy factor as given by the following equation:

$$\rho = 2 - (\frac{6.1}{r_{max}} \sqrt{A_B})$$

 $r_{max}$  = the maximum element-storey shear ratio

 $A_B$  = the ground floor area of the structure in square meter

# **Design Base Shear for Static Force Procedure:**

$$V = \frac{C_v I}{RT} W_D \le \frac{2.5 C_a I}{R} W_D$$

$$\ge 0.11 C_a I W_D$$

$$\ge \frac{0.8Z N_v I}{R} W_D$$

Where:

V = total design lateral force or shear at the base

Z = seismic zone factor for Zone 4 = 0.40

I = importance factor

= 1.0 for Standard & Special Occupancy

= 1.5 for Essential Facilities

T =  $C_t(h_n)^{3/4}$ , elastic fundamental period of vibration of the structure, in second, in the direction under consideration

Ct = numerical coefficient for structure

= 0.0853 for steel moment-resisting frame, (0.0350-ft)

= 0.0731 for reinforced concrete moment-resisting frames,

(0.0300-ft)

= 0.0408 for other structures, (0.0200-ft)

hn = the height of the structure in meters

Ca = seismic coefficient for structure, NSCP 2015 Table 208-7 Cv = seismic coefficient for structure, NSCP 2015 Table 208-8

Na = near source factor used in the determination of Ca Nv = near-source factor used in the determination of Cv R = numerical coefficient representative of the inherent

overstrength and global ductility of the lateral-force resisting

# system WD = total seismic dead load

# **Design Response Spectrum**

An elastic design response spectrum constructed in accordance with Figure 208-3 of NSCP 2015, using the values of  $C_a$  &  $C_v$  in relation to the considered seismic source type, soil profile type, and distance of source from the site will used for the structure.

### 3. LOAD COMBINATIONS

#### a. ULTIMATE STRENGTH DESIGN OR LRFD

The structural elements will be designed based on ACI 318-14 to resist the most critical forces under the following load combinations:

Dead Load + Live Load 1.4D 1.2D + 1.6L + 0.5L<sub>r</sub>

Dead Load + Live Load + Wind Load 1.2D + f<sub>1</sub>L + 1.0W 0.9D + 1.0W

Dead Load + Live Load + Seismic Load  $1.2D + f_1L + 1.0E$  0.9D + 1.0E

#### Where:

D = Dead Load L = Live Load

Lr = Roof Live Load W = Wind Load

E = Earthquake Load

f1 = 1.0 for floors in places of public assembly, for live loads in excess of 4.80 kN/m2, and for garage live load

= 0.5 for other live loads

#### b. FOR ALLOWABLE STRESS DESIGN LOAD COMBINATIONS

Dead Load + Live Load D + L

Dead Load + Live Load + Wind Load D + 0.75 (L + 0.6W) D + 0.6W 0.6D + 0.6W D + L + 0.6W

Dead Load + Live Load + Seismic Load D + 0.75 (L + E/1.4) D + E/1.4 0.6 D + E/1.4 D + L + E/1.4

Earth and hydrostatic pressure were considered as dead loads under various load combinations if these are applicable.

#### 4. DEFLECTION CRITERIA

# a. LATERAL DEFLECTION (WIND)

Overall Deflection < Height/500 Storey Defection < Storey height/500

# b. VERTICAL DEFLECTION OF BEAMS AND SLABS DUE TO GRAVITY LOADS

Total Deflection (D + L) < Span/240 up to 25mm maximum Live Load Deflection < Span/360 Incremental deflection after application of finishes < Span over 500 or 20mm, whichever is lesser

#### 5. **STORY DRIFT LIMITATION**

#### a. WIND LOAD

Maximum drift index limit was set at 0.002. The design wind loads will be calculated using the guidelines of NSCP 2015. Calculated drift shall include translational, torsional deflections and  $P\Delta$  effects.

# b. SEISMIC LOAD

Calculated story drift using  $\Delta m$  shall not exceed 0.025 times the story height for structures having fundamental period of less than 0.7 second. For structures having a fundamental period of 0.7 second or greater, the story drift shall not exceed 0.020 times the story height.

The maximum inelastic response displacement,  $\Delta m$  shall be computed as follows:

$$\Delta = 0.7 R\Delta s$$

Where  $\Delta s$  is the resulting deformations from a static, elastic analysis of the lateral force-resisting system prepared using the design seismic forces.

The analysis used to determine the Maximum Inelastic Response Displacement  $\Delta m$  shall consider P-Delta (P $\Delta$ ) effects.

# 6. TORSION AND P-DELTA EFFECT

Torsion is typically classified as actual or accidental. Actual torsion arises from an eccentricity between the centers of mass and stiffness. Accidental torsion is intended to cover a variety of factors, including the rotational component of ground motion, strengths, and dead-load masses of structural and non-structural components and unfavorable distributions of dead-and-live-load masses.

Accidental torsion, due to uncertainties in the mass and stiffness distribution, must be added to the calculated eccentricity. This is done by adding a torsional moment at each floor equal to the story shear multiplied by 5% of the floor dimension, perpendicular to the direction of the force. This procedure is equivalent to moving the center of mass by 5% of the plan dimension in a direction perpendicular to the force. If the deflection at either end of the building is more than 20% greater than the average deflection, it is classified as torsionally irregular and accidental eccentricity must be amplified using the formula:

$$A_{\chi} = \left[\frac{\delta_{max}}{1.2\delta_{avg}}\right]^2 \le 3.0$$

Where:

 $\delta_{avg}$  = the average of the displacements at the extreme

points of the structure at level x

 $\delta_{max}$  = the maximum displacements at level x

# 7. ORTHOGONAL EFFECT

The NSCP requires that in Seismic Zone 4, provisions shall be made for the effects of earthquake forces acting in a direction other than the principal axes in each of the following circumstances:

- a. The structure has non-parallel lateral force resisting systems
- b. The structure has torsional irregularity
- c. A column of a structure forms part of two or more intersecting lateral force- resisting systems

If the axial load in the column due to seismic forces acting in either principal axis is less than 20% of the column allowable axial load, then the above provision need not apply.

The requirement that orthogonal effects be considered may be satisfied by designing an element for 100% of the prescribed seismic forces in one (1) direction, plus 30% of the prescribed forces in the perpendicular direction. The combination requiring the greater component strength must be used for design.

Alternatively, the effects of the prescribed seismic forces along two orthogonal directions may be combined on a square root of the sum of the squares (SRSS) basis.

#### E. ANALYSIS

#### 1. GENERAL

The analysis shall be carried out in accordance with the latest National Structural Code of the Philippines (NSCP 2015). A three-dimensional model will be used in the analysis using STAAD Pro Software.

#### 2. VERTICAL LOAD ANALYSIS

The vertical load analysis shall be carried out on the basis of the loads given in 4.3.3. Procedure was as follows:

- a. Identify the structural system used, occupancy and height of building
- b. Layout the floor framing system
- c. Determine floor slab dead and live load
- d. Analyze and determine required thickness of floor slab
- e. Distribute floor loads to beam using method recommended by ACI and/or NSCP
- f. Use a three-dimensional model for the structural analysis and apply the corresponding dead and live load.
- g. For concrete structural members, use l<sub>effective</sub> (Effective Moment of Inertia) of structural members as required by ACI/NSCP e.g. 0.70(I<sub>gross</sub>) for columns, 0.35(I<sub>gross</sub>) for beams and cracked walls (See ACI 318-14 Section 6.6.3.1.1, NSCP 2015 Section 406.6.6.3.1.1). For steel members, full stiffness shall be used.

# 3. LATERAL LOAD ANALYSIS

# a. WIND LOAD ANALYSIS

Wind load analysis shall be carried out on the basis of the design parameters and loads given. Wind assumed to come from any direction. No reduction in wind pressure for shielding effect of adjacent structures.

The base overturning moment for the entire structure, or for any one of its primary lateral resisting elements, is check and shall not exceed two-thirds of the dead-load-resisting moment. For an entire

structure having a height-to-width ratio of 0.5 or less in the wind direction and a maximum height of 60 feet (18,290 mm), the combination of the effects of uplift and overturning shall be reduced by one-third as allowed by NSCP/ASCE-7. The weight of earth superimposed over footings was used to calculate the dead-load-resisting moment.

Procedure is as follows:

- 1. Determine design wind pressure at each level.
- 2. Apply wind load to the three-dimensional model.

#### **b. EARTHQUAKE LOAD ANALYSIS**

Earthquake load analysis shall be carried out on the basis of the design parameters given. A static seismic analysis was carried out and was performed are required and the detailed procedure illustrated in NSCP 2015 208.5.2.

Procedure is as follows:

- 1. Determine building mass
- 2. Determine design base shear for static force procedure
- 3. Determine minimum accidental torsion
- 4. Perform static analysis

# F. STRUCTURAL SYSTEM

The structural systems of buildings and other vertical structure shall be Special Moment Resisting Frame (SMRF) which consist a combination of reinforced concrete and steel members.

#### G. FLOOR SLAB SYSTEM AND ROOF SYSTEM

Slab on grade shall be used for all ground floor slabs. Soil/ground supporting the slab on grade shall be compacted and have at least 95% maximum dry density (MDD).

Suspended reinforced concrete slabs shall be used for second floor and roof deck for all buildings.

# H. GEOTECHNICAL INVESTIGATIONS AND DESIGN PARAMETERS

#### 1. GENERAL

The geotechnical investigation shall be conducted. The work comprised of routine drilling, sampling and laboratory testing of boreholes to be drilled. Standard Penetration Testing (SPT) shall be conducted at soft layers and employ coring at stiff soil formations.

#### 2. GROUND CONDITIONS

The required depth of Boreholes shall be determined based on the soil conditions in the area.

#### 3. SOIL PROPERTIES

The Geotechnical Investigation Report shall detail the results for each borehole.

#### A. GROUND WATER CONDITIONS

The ground water level for each borehole shall be determined by the direct lowering of a weight tape into the hole. Periodic readings shall be made after water was allowed to stand for a minimum period of 12 hours following completion of the drilling and also before the start of the drilling operation. The reading done during this period is assumed to be the ground water level.

#### **B. FOUNDATIONS**

Shallow Foundations. For shallow foundations applicable to lightweight structures i.e. inland structures, warehouse and up to 2-storey structures. Adapt tie beams as applicable.

**Deep Foundations.** For deep foundations applicable to heavy and offshore structures. It is recommended that pile caps and tie beams be adapted as applicable and appropriate.

PSC pile shall be installed at its refusal depth which shall be beyond the soil layers that pose risks to liquefaction or as tabulated below whichever is deeper. Should the actual depth of refusal be shallower or deeper than the tabulated depths, use Janbu formula or other pile driving formula (in lieu of Engineering News Record (ENR) formula) to determine the allowable capacity of the pile.

# **5.3 SANITARY WORKS**

#### **GENERAL**

Sanitary/Plumbing Works shall be designed according to the following concepts:

- 1. Safety and reliability
- 2. Ease of operation and maintenance works
- 3. Energy saving technology for efficiency; and
- 4. Compliance to applicable local codes and ordinances.

# A. CODES, STANDARDS AND REFERENCES

Applicable Codes, Standards and References

The design shall be done in accordance with all applicable laws and regulations of the Government of the Philippines and with the applicable local codes and ordinances. A summary of the codes and industry standards that shall be used in the design are as follows:

#### 1. GUIDELINES AND CODES

- a. Uniform Plumbing Code of the Philippines 2013
- b. International Association of Plumbing and Mechanical Officials
- c. National Building Code of the Philippines
- d. National Fire Code of the Philippines
- e. Sanitation Code of the Philippines (P.D. 856)
- f. Water Quality Guidelines and General Effluent Standards of 2016, DENR AO No. 2016-08
- g. Philippine National Standards for Drinking Water 2017
- h. Philippine Green Building Code of 2015
- i. Applicable Local Codes and Ordinances of the Sual, Pangasinan

#### 2. STANDARDS

- a. AWWA American Water Works Association
- b. ASTM American Society for Testing Materials
- c. ANSI American National Standard Institute
- d. ASME American Society of Mechanical Engineers
- e. NEMA National Electrical Manufacturer's Association
- f. MSS Manufactures Standardization Society of the Valves and Fittings Industry
- g. PDI Plumbing and Drainage Institute
- h. NFP National Fire Protection Association
- i. FM Factory Manual
- j. UL Underwriters Laboratories
- k. IEEE Institute of Electrical and Electronics Engineers

#### 5.4 EXTERIOR WATER DISTRIBUTION AND FIRE PROTECTION SYSTEMS

# A. DESIGN CRITERIA

For the design of the water distribution network, the design criteria set in the LWUA Technical Standards Manual shall form the basis of design as follows:

- 1. The domestic water distribution mains will be sized to handle the weak hour demand. The peaking factors that will be used in the design of the water distribution mains are as follows:
- 2. Average Day Demand. PF=1.00

- 3. Maximum Day Demand, PF=1.50
- 4. Peak Hour Demand. PF=2.00
- 5. The allowable maximum and minimum velocities in the distribution mains will be 3.00 m/s and 0.40 m/s, respectively.
- 6. The maximum pressure to be maintained in the distribution system is 49 m (70 psi) while the minimum pressure is 14 m (20 psi).
- 7. The maximum allowable friction head loss is ii meters for every 1000 meters length of pipeline.
- 8. Hazen-Williams Coefficient, HW C-value of 140 for High Density Polyethylene Pipes and 120 for Steel Pipes.
- 9. Maximum spacing of hydrant is 130 meters.

#### **B. SYSTEM DESCRIPTION**

# 1. POTABLE WATER SUPPLY WATER STORAGE

Storage facilities shall be constructed to meet variations in water demand and to meet emergency requirements. The size of the storage facility depends on the water source and the required volume of the water for emergency purposes.

The storage capacity will be computed at 200% of the Average Day Demand, 10% Unaccounted-for water, and Fire flow of 2-22 lps (350 gpm) at 90 minutes.

#### 2. TRANSMISSION FACILITIES

New HDPE transmission lines shall be laid to convey the water from the existing water line to the proposed elevated water tank.

# 3. **DISTRIBUTION PIPE NETWORK**

The distribution system will consist of new HDPE distribution pipes, installed as extensions to new service areas.

A hydraulic analysis will be undertaken to check the capacity of the entire distribution network.

# 5.5 EXTERIOR SANITARY SEWER SYSTEM

#### A. GENERAL

To comply with DENR regulations and requirements of the Philippine Clean Water Act, installation and use of a suitable wastewater treatment facility within the SMFP may be necessary.

#### B. ON-SITE DISPOSAL SYSTEMS

For the new buildings, 3-chambered septic tanks will be constructed to process domestic wastewater. The capacity of the septic tanks shall be based on the estimated waste/sewage design flow rate or the number of plumbing fixture units. The septic tank effluents will be discharged into the storm drainage system.

#### 5.6 PLUMBING SYSTEM

#### A. DESIGN CRITERIA

All systems are designed in accordance with the following criteria:

#### 1. DOMESTIC WATER SUPPLY SYSTEM

a. Operating Pressure

Minimum = 1.4kg/sq.cm (20 psi)
 Maximum = 5.63 kg.sq.cm (80 psi)

b. Pressure Drop Due to Friction: 0.46 kg/sq.cm/meter (5 psi/100 ft.)

c. Velocity

Mains (maximum) = 3.0 m/s (10fps)
 Risers (maximum) = 2.4 m/s (8fps)
 Branches (maximum) = 1.8 m/s (6fps)

d. Pipe Sizing - Pipe Sizing will be in accordance with Hazen-William's formulae. "C" values will be as follows:

for Galvanized Iron (GI) Pipe = 120
 for Polypropylene (PP-R) Pipe = 140
 for Polyethylene (PE) Pipe = 140

# e. Water Requirements

Water flow requirements will be developed in accordance with the fixture unit method. Seventy-five percent (75%) of the total fixture units shall be used as a design point for mains and risers. Branches will be calculated at one hundred percent (100%)

Fixture Type	Fixture Unit
Tank Operated Water Closet	5
Valve Operated Water Closet	10
Wall Urinal	5
Pantry Sink	4
Kitchen Sink	4
Slop Sink	4
Shower	4
Lavatory	2
Hose Bibb	2

#### **B. SANITARY WASTE AND VENT SYSTEMS**

1. Sanitary waste piping system inside the building shall be designed using the following fixture unit method:

Fixture Type	Fixture Unit
Tank Operated Water Closet	5
Valve Operated Water Closet	10
Wall Urinal	5
Pantry Sink	4
Kitchen Sink	4
Slop Sink	4
Shower	4
Lavatory	2
Hose Bibb	2
Floor Drain	3

2. Sanitary and waste pipes will be designed with a minimum slope of two percent (2%) for pipe sizes 75mm diameter and smaller, and one percent (1%) for pipes 100 mm diameter and larger.

Sizes will be computed using the following:

Manning Equation

$$V = \frac{1}{\pi} R^{2/3} S^{1/2}$$
 and  $Q = Av$ 

 Velocity of Sewage Flow min. velocity = 0.75 m/s (2.5 fps)

max. Velocity = 3.00 m/s (10 fps)

• Coefficient of Roughness, n = 0.011

3. Vents will be designed with a slope to drain. All vent pipes shall be free from drops or sags and shall be sloped or graded as to drip back by gravity to the drainage it **serves**.

#### C. STORM DRAINAGE SYSTEM

Storm drainage will have a minimum slope of one (1) percent or as permitted by the code. Storm drainage piping shall be designed using the following:

1. Return period of design rainfall = 50 years
 2. Duration period of design rainfall = 10 minutes

#### D. HOSEBIBBS

Hose bibbs will be provided at a minimum, in accordance with the following schedule:

- 1. Mechanical equipment rooms
- 2. Waste Disposal Area
- 3. Outdoor Planting
- **4.** One minimum on each exterior face of the building. However, maximum spacing will not exceed 60m on center.

#### E. FLOOR DRAINS

Floor Drains will be provided at a minimum, in accordance with the following schedule.

- Mechanical equipment rooms per equipment arrangement
- 2. Trash rooms
- 3. Toilet
- 4. Rooms
- 5. Ramps
- 6. Food service kitchens
- Fire sprinkler alarm drains -sized to carry away oneminute full drain flow test and/or complete drainage of system
- 8. Local air conditioning units
- 9. Planters

#### F. ROOF DRAINS

Storm drainage will be provided at a minimum, in accordance with the following schedule. However, all areas receiving rain water will be provided with two drain points at a minimum and will be sized for a maximum rainfall intensity of 300 mm/hr.

Roofs - 15m on center maximum, 8m from parapets maximum, 200 sqm. (maximum).

- 1. Areaways
- 2. Canopies
- 3. Planter

# 5.7 SOLID WASTE DISPOSAL SYSTEM

Solid wastes collected from the building will be temporarily stocked in the proposed Solid Waste Facility (SWF) and will be collected by the City LGU.

Solid waste segregation, recycling and collection should be implemented in compliance with the provisions of RA 2003 (Ecological Solid Waste Management Act).

#### 5.8 MECHANICAL SYSTEM

The project is subjected to various mechanical engineering services such as air conditioning, ventilation, fire protection and refrigeration. These services are either all applied or some only to several buildings located inside the fish port complex. The buildings are the Administration Building, Market Hall, Commercial Building, Refrigeration Building Complex, solid waste facility, wastewater treatment facility, and public toilets.

#### A. APPLICABLE CODES AND STANDARDS

- 1. Philippine Mechanical Engineering Code
- 2. Fire Code of the Philippines RA 9514
- 3. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality
- 4. ASHRAE Guide for Sustainable Refrigerated Facilities and Refrigeration Systems
- 5. NFPA 13 Standard for the Installation of Sprinkler System
- 6. NFPA 14 Standard for the Installation of Standpipe and Hose Systems
- 7. NFPA 20 Standard for the Installation of Stationary Pumps for Fire Protection
- 8. NFPA 24 Standard for the Installation of Private Fire Service Mains and Their Appurtenances
- NFPA 291 Standard Recommended Practice for Fire Flow Testing and Marking of Hydrants

#### **B.** DESIGN CONDITION AND PARAMETERS

#### 1. AIR CONDITIONING

a. Outdoor DB Temperature: 35.0 °C
b. Outdoor WB Temperature: 27.7 °C
c. Indoor Temperature: 23.0 °C DB

#### 2. REFRIGERATION

a. Outdoor Temperature: 35 °C DB and 27.7 °C WB

**b.** Cold Storage (Meat/Fish) — Existing Refrigeration Building

Product Weight: 6600 kg/day

• Freezing Temp.: -3.3 °C

• Freezing Time: 20 hours

Entering Temp.: -18.0 °C

• Final Temp.: -25.0 °C

c. Ante Room

Final Temp.: 0 °C

d. Food Processing

• Final Temp. (New): 4.0 °C

e. Sampling/Repacking Room

i. Final Temp. (Existing): 10.0 °C

- f. Ice Storage Existing Refrigeration Building
  - Final Temp.: -5.0 °C
- g. Cold Storage(Meat/Fish)
  - Product Weight: 4800 kg/day
  - Freezing Temp.: -3.3 °C
  - Freezing Time: 20 hours
  - Entering Temp.: -18.0 °C
  - Final Temp.: -25.0 °C
- h. Tunnel Freezer Room
  - Final Temp. 0-5 °C
- i. Contact Freezer Room
  - Final Temp.: 0-5 °C
- j. Loading/Unloading Bay
  - Final Temp.: 8.0 °C

#### 3. FIRE PROTECTION SYSTEM

# a. Automatic Fire Sprinkler System

- Machine Room Refrigeration Building Ordinary Hazard (Group 1)
- b. Fire Hydrant System
  - Machine Room Refrigeration Building Ordinary Hazard (Group 1)

# C. EQUIPMENT SELECTION

#### 1. AIR CONDITIONING SYSTEM

The air conditioner is a factory assembled inverter and non-inverter direct expansion single split type consisting of an outdoor and an indoor unit. The energy savings inverter units are used to spaces that operate longer hours, either 24 hours or more than 12 hours.

The outdoor unit or the air-cooled condensing unit covered by a weather proof type housing is made up of condenser coil, hermetic scroll compressor, fan and other standard accessories.

The indoor or the cooler unit consists of an evaporator coil, fan and standard accessories. The type of indoor units to use are the ceiling cassette, the ceiling suspended, and the window mounted.

#### 2. REFRIGERATION SYSTEM

The factory assembled equipment are as follows:

The ammonia compressor to use is either reciprocating type or screw type.

The ammonia reciprocating compressor includes vertical oil separator with coalescing filters, full lube pump, compressor jacket water cooling, and with VFD motor.

The ammonia screw compressor is a variable stepless twin type includes horizontal oil separator with super X filters, L100 life roller bearings, on demand oil lube pump, thermosyphon oil cooling, and with VFD motor.

The evaporative condenser is a hybrid induced draft type having stainless steel 304 casing construction, with VFD fan motor, constant speed pump motor, and other accessories needed to complete the system.

The ammonia tunnel freezer floor and enclosure is fully welded stainless steel, stainless steel and food grade conveyor belt, with preinstalled cleaning nozzles, and other accessories to complete the system.

The ammonia contact freezer plates are stainless steel and food grade, and have two separate accesses for easy loading, unloading and cleaning, and other accessories to complete the system.

The ammonia flake ice maker is complete with stainless steel freezing drum and scrapper, adjustable ice thickness and width, and other accessories to complete the system.

The unit cooler is either single throw or double throw, includes fan motors, refrigeration control, stop valves, check valve, filters, equipment support, factory insulated hot dip galvanized drip pan with strip heater and other accessories to complete the system.

The ammonia air handling unit with washable MERV 8 filter, UVC disinfection system, hot gas reheat, fan motors, refrigeration control, stop valves, check valve, filters, equipment support, factory insulated hot dip galvanized drip pan with strip heater, and other accessories to complete the system. In addition, the unit is equipped with USDA approved fabric duct (with one spare).

Refrigeration SCADA control system for the whole refrigeration plant. Ammonia leak detector centralized system with exhaust ventilators.

# 5.9 ELECTRICAL AND ELECTRONIC SYSTEM

Electrical systems to be provided for the project will be based on the latest edition of the following codes and standards:

#### A. CODES

- a. (IEEE C2) National Electrical Safety Code
- b. (NEMA 250) Enclosures for Electrical Equipment
- c. (NFPA 70) National Electrical Code
- d. (NFPA 72) Fire Alarm Code
- e. (NFPA 101) Life Safety Code
- f. (NFPA 110) Standard for Emergency and Stand-By Power System
- g. (UL 96) Standard for Emergency and Stand-By Power System
- h. Fire Code of the Philippines
- i. (PEC) Philippine Electric Code
- j. Applicable Local Ordinances

#### B. STANDARDS

- a. American National Standards Institute (ANSI)
- b. Insulated Cable Engineers Association (ICEA)
- c. Electrical Testing Laboratories (ETL)
- d. Electronic Industries Alliance (EIA)
- e. illuminating Engineering Society (IES)
- f. Institute of Electrical and Electronics Engineers (IEEE)
- g. International Electro-Mechanical Commission (IEC)
- h. National Electrical Manufacturer's Association (NEMA)
- i. National Fire Protection Association (NFPA)
- National Cable and Telecommunications Association (NCTA)
- j. Underwriters' Laboratories (UL)
- k. Department of Energy (DOE)
- I. Other Internationally Accepted Standards

#### C. DESIGN CRITERIA

#### 1. LOAD DENSITIES

Lighting and receptacle load densities for respective areas will be based on the

Philippine Electrical Code.

Ventilation and air conditioning loads will be based on the actual ratings of equipment.

Other miscellaneous loads such as elevators, pump motors, etc. will be based on the actual rating of equipment.

#### 2. ILLUMINATION LEVEL

Illumination levels for respective locations will be based on IES standard or PEC recommendations as appropriate.

#### D. ELECTRICAL SYSTEMS

#### INCOMING POWER SUPPLY

Electrical power will be supplied from the Local Electric Cooperative

# 2. MDP / Panelboard

Provide Main Distribution Panel / Panelboard for every service of main transformer.

#### POWER CONSUMPTION METERING

Power consumption metering that to be provided shall be in compliance to standard metering requirements of ERC.

#### 4. STANDBY POWER

Provide a generator with a rating sufficient to provide power for the selected essential load of a particular building. The standby power generation system will be provided with complete automatic transfer switch equipment and control for starting on loss of normal power and for load transfer.

#### 5. SECONDARY POWER DISTRIBUTION

- a. Separates wires in conduit will be provided for each of the following loads.
  - Ventilation and Air Conditioning System
  - Elevators
  - Plumbing System Loads
  - Lighting and General Purpose Receptacles
  - Fire protection system loads
- b. Branch circuit design will be based upon a maximum 3600 voltampere for 20 amperes, 230V circuit.
- c All electric motors will be served at 230V, 60 Hz.
- d. In general, branch circuit wiring will be inside metallic conduit for exposed and concealed runs. PVC conduit will be used for embedded runs.
- e. Minimum size of conduit will be 20mm diameter for flexibility.

#### 6. CIRCUIT PROTECTOR

Circuit protectors will be resettable molded case circuit breakers mounted in electrical panel boards, enclosures or switchboard with voltage, number of poles and interrupting ratings suitable for the application.

#### 7. RECEPTACLES

Receptacles will be single or duplex, grounding type with voltage and ampere rating as required. Receptacles will be mounted 300mm above the finished floor unless otherwise required by the Architectural features of the space.

#### 8. LIGHTING

Interior and exterior lighting will be provided by LED lamps.

Fixture types will be recessed, surface, wall or pendant mounted as required by the Architectural features and will be selected suitable for intended applications and location.

Lighting will be locally, centrally or automatically controlled depending on the final detailed design. All switches will be mounted 1500mm above floor finished unless otherwise required by the Architectural features of the space.

In common areas, such as lobby, staircase etc. light control switches or dimmers (where specified) will be located in a separate control room and will be operated only by authorized personnel.

Outdoor lighting control will be photo-electric with manual override.

# 9. TRANSIENT VOLTAGE SURGE SUPPRESSOR (TVSS)

The transient voltage surge suppressor will be provided for computer panel boards to protect equipment from damage due to switching surges or surges associated with events like power outages.

#### 10. DISTRIBUTION BRANCH CIRCUIT PANELBOARDS

Distribution and branch circuit panels will be of the dead-front type. Panels will be equipped with molded case circuit breakers having quick break toggle mechanism, and will be trip free on overloads or short circuit conditions.

# 11. VOLTAGE DROP

The combined voltage drop on feeders and branch circuits within the building will not exceed 3%. Approximately 1% drop will be apportioned to the feeders and 2% to the branch circuit. The voltage drop in service feeders will not exceed 2%. Voltage drop for the combined secondary circuits will not exceed 5%.

#### 12. GROUNDING

# **System Grounding**

Grounding will be in accordance with the latest edition of Philippine Electrical Code.

# **Equipment Grounding**

Electrical motor frames and the ground terminal of general/special purpose receptacles will be grounded by means of providing separate ground wire. Metal frames switchboards, motor centrol centers, distribution and branch circuit panel boards and transformers will be bonded to the electrical power system ground.

#### E. LIGHTNING PROTECTION SYSTEM

The building lightning protection system will include a roof-mounted single lightning system, grounding conductors, ground rods, conduits, clamps, and auxiliary equipment as required for a complete and operational lightning protection system.

#### F. EMERGENCY LIGHTING SYSTEM

Battery power pack exit lights with capacity for two hours operation will be provided at all exit areas. Exit light will have an illuminated bottom to illuminate the exit doors. All light will be connected to the emergency generator set.

#### G. FIRE DETECTION AND ALARM SYSTEM

Installation, locations and spacing for manual pull stations, heat and smoke detectors and notification appliances will be based on NFPA 72 and the Fire Code of the Philippines. Actuation of the protective signaling system will occur by the following means of initiation:

**Manual Pull Station** - These will be located in the natural path of escape near each exit.

**Smoke or Heat Detectors** - These will be installed in areas where required by the appropriate NFPA standard or the authority having jurisdiction.

#### H. STRUCTURED CABLING SYSTEM

Telephone sizing requirement, riser requirements, telecommunication rooms sizes and distribution system will be based on the Philippine Electrical Code (PEC2) and as required by local telephone companies.

### I. CLOSED CIRCUIT TELEVISION SYSTEM

The Closed Circuit Television System will be provided for monitoring and surveillance of the buildings and complex access roads. The internal security will be monitored by the building automation computer. The internal security system can be provided with a proximity sensor. The cameras are typically placed at main access roads and building common areas, where the people coming in and going out the premises can be captured. The central monitoring station is to be located in the Administration building.

# J. PAGING SYSTEM

The paging system will be designed to provide manual paging and manual emergency announcements. These announcements can be made at any of the microphone positions.

The output equipment shall basically consist of ceiling loudspeakers, horn speakers, sound projectors and automatic volume control units linked to the input equipment through specified audio hard wire cabling.

Prior to any announcement, a programmable electronic chime will be provided.

#### K. CATV SYSTEM

The system will be installed to provide high quality signals to the individual television outlets. The system shall include power supplies, distribution and line amplifier, TV monitors, cables, wall taps and all other parts, components and equipment necessary to provide a complete and usable system. Incoming CATV cables shall be coordinated with the nearest local CATV company for location of service entrance and cable route.

#### L. EQUIPMENT AND MATERIALS

# 1. LIGHTING FIXTURE

- a. Parking Areas- LED enclosed and gasketed or as recommended by the Architect
- b. Processing, Electrical, Machine, Storage, Cold Storage Rooms and similar area LED enclosed and gasketed suitable for the area.
- Meeting Rooms fluorescent or LED, troffer type, recessed mounted
- d. Exit Lights fluorescent or LED, self-contained
- e. Other Areas As recommended by interior designer

#### 2. OVERCURRENT PROTECTION

Low Voltage — Molded Case Circuit Breaker

#### 3. WIRING DEVICES

a. Receptacle Outlets — Parallel slot, grounding type 15A, 250V

b. Switches — Quiet type, UA, 250V

# 4. CABLES

Low Voltage — Type THHN/THWN

#### 5. CONDUITS

- a. Feeders RSC or IMC
- b. Branches IMC. RSC, or EMT

#### 6. FIRE DETECTION AND ALARM SYSTEM

- a. FACP Microprocessor Base Addressable type
- b. Automatic Detection Addressable type
- c. Manual Detection-Addressable type
- d. Notification Appliance Audio/ Video Alarm Horn

#### 6. CONSTRUCTION GUIDELINES

Construction of the Project shall be in accordance with the relevant sections of the Blue Book. Attention shall be given to the relevant items of work in the following Parts of the Blue Book:

Volume I: Buildings, Towers and other vertical structures:

- Chapter 3 Earthwork and Foundations
- Chapter 4 Structural Concrete
- Chapter 5 Structural Steel
- Chapter 6 Wood
- Chapter 7 Masonry

# 7. CONSTRUCTION PLAN

The Construction Plan, which forms part of the DED, shall be based on the Preliminary Engineering Design Plan (PEDP) submitted as part of the Contractor's bid and updated and detailed to be consistent with the elements of the DED. The Construction Plan must identify the procedures, processes and management systems that the Contractor will apply to ensure the implementation of the Construction of the Project.

As a minimum, the Construction Plan must present the following outputs:

- 8.1 Mobilization Plan human resource and equipment that demonstrates that the use of local labor is maximized.
- 8.2 Construction organization and management structures for the Construction, identifying key personnel and positions, and sub-contractors.
- 8.3 Construction, methodology and procedures.
- 8.4 Quality control and assurance system.
- 8.5 Construction Schedule, milestones, and S-curve covering all components of

- the Construction.
- 8.6 Major construction equipment to be used for each major stage of the work.
- 8.7 Updated traffic management plan during construction.
- 8.8 Periods for review of specific outputs and any other submissions and approvals.
- 8.9 Sequence of timing for inspections and tests proposed.
- 8.10 Construction health, safety, and security program in accordance with the guidelines of the Department of Labor and Employment.
- 8.11 Proposed system of work types and locations that will be used to identify each Construction package.
- 8.12 Environmental monitoring and management process.
- 8.13 Measures and procedures for:
  - A. control and monitoring of the Construction Schedule as against actual Construction;
  - B. supervision and monitoring of the quality control and assurance system for the Project, including the integrity of tests conducted;
  - C. monthly updating of the Construction Plan and the Monthly Progress Reports;
  - D. development and approval of Construction documentation; and
  - E. survey and condition monitoring.

# 8.14 Strategies for:

- A. managing risks;
- B. obtaining all necessary approvals permits and licenses necessary for the Project; and
- C. Details of records management and indexing protocols that will enable referencing of all design and construction records back to the DED and DFC.

#### 8. TRAFFIC MANAGEMENT PLAN DURING CONSTRUCTION

# 9.1 Obligations to Minimize Disruption

During Construction, the Contractor shall carry out the following obligations to ensure that traffic disruption is minimized in the construction area and its immediate surrounding area:

- A. Safe, efficient and continuous passage of the vehicle is provided.
- B. The traffic carrying capacity of the immediate surrounding roads is maintained.
- C. Traffic congestion and disruption to public transport is minimized.
- D. Pedestrian Safety and as required, alternative means of walking within or near the Construction Area is provided.

# 9.2 Traffic Management Plan for Construction

The Contractor must submit to the PFDA, for approval, an updated and detailed Traffic Management Plan for Construction based on the preliminary Traffic Management plan submitted as part of the Technical Proposal in its Bid. The updated/detailed Traffic Management Plan must provide the following:

- A. The minimum disruption obligation set out in clause 5.3 (a) above.
- B. The roads in and around the construction area that are proposed to be used as alternate or detour routes by motor vehicles during construction to reduce traffic congestion.
- C. The proposed timing of road or lane closures for existing roads to facilitate the construction of the Project, having regard to the minimum disruption obligations. Construction activities shall be so scheduled as to cause the least congestion during peak hours.
- D. The personnel of the Contractor will be managing and providing the traffic enforcement and management services.
- E. The information, education and communication program to advise the motorists, residents, business, and the general public on the above. This program shall involve the use of media print, radio and TV, including billboards to inform the public on the updated/detailed Traffic Management Plan before and during Construction. It shall include a mechanism to give updates on the traffic situation, to receive complaints on traffic and road condition, accidents, and emergencies and to respond to these incidents so as to ease traffic congestion in the Construction Area and on the alternate routes.

# 9. TEST REQUIREMENTS

The Contractor shall undertake tests during Construction in accordance with the schedule of minimum testing requirements for items of work and materials covered by the Blue Book, as shown in **APPENDIX A of Section VI (MPSS)**.

In cases wherein the material or items of Work proposed by the Contractor are not covered by the DPWH Standard Specifications (Volume II and III) or Special Items of Works (SPL) that is required to be utilized in the project, the Contractor shall obtain the prior approval for its use from the DPWH-Bureau of Research and Standards (BRS) submitting the Generic Technical Specifications of such with the corresponding references as per Department Order No. 143, Series of 2017.

# 10. PROJECT COMPLETION

- a. The PFDA-TSD shall determine if the Contractor has fully complied with the following requirements:
  - i. All tests for construction with the pertinent provisions of the DPWH Blue Book and other test requirements of the MPSS for Construction.

- ii. All parts of the project have been completed in accordance with the approved plans and specifications for the project, including the rectification of all defects, if any.
- iii. The Project can be safely and reliably open to traffic.
- b. For this purpose, the PFDA shall determine and certify that the requirements in MPSS are fully met by the Contractor.
- c. Contractor must submit one (1) softcopy and five (5) hard copies of all as-built drawings and other supporting documents to the PFDA not later than two (2) months after the date of Final Completion.
- d. Considering that this is a priority project that needs to be completed on a tight schedule, the Contractor shall complete this project with 360 calendar days.

#### 11. WARRANTY

The Contractor shall guarantee the completed structure against structural defects and failure for its satisfactory performance vis-à-vis the prescribed MPSS during the lifetime of the structure. For this purpose, the Contractor shall be required to put up Warranty Security in the form of Bank Guarantee confirmed by Universal or Commercial Bank-10% of accepted Contract Price for Fifteen (15) years.

# APPENDIX A of Section VI (MPSS). Schedule of Minimum Test Requirements for Construction

For the information of the Bidders and the Winning Bidder, below is the schedule of minimum test requirements of the DPWH Bureau of Research and Standards based on the DPWH Standard Specifications for Highways, Bridges and Airports, Volume II, 2004, otherwise known as the Blue Book. These test requirements will be used for the applicable items of work and materials in the Winning Bidder's Construction Works under the Design and Build Services for construction of 20 MT Baler Ice Plant & Ice Storage Facility & Other Works.

If any Construction items of work or materials proposed by the Winning Bidder are not covered by the Blue Book, these items of work or materials, together with the corresponding technical test requirements, must first be certified by the PFDA-TSD before they are used in the Project.

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
PART C - EARTHWORK	
Item 100 – Clearing and Grubbing	None
Item 101 – Removal of Structure and Obstruction	None
Item 103 – Structure Excavation If excavated materials are wasted, the volume involved shall be reported so that Quality control requirements may be adjusted accordingly. Submit Project Engineer's Certificate of Waste	If excavated materials are incorporated into the work: For every 1,500 cu. m or fraction thereof: 1-G, Grading Test 1-P, Plasticity Test 1-C, Laboratory Compaction Test For every 150 mm layer in uncompacted depth: 1-D, Field Density
Item 104 – Embankment	Same test as specified in item 103 of the Specs.
Item 105 – Sub-grade Preparation	Same test as for Item 104
Item 106 – Compaction Equipment and Density Control Strips	Same test as for Item 104, 105, 200, 201, 202, 203, 204, 205, 206 and 300.
Item 107 - Overhaul	None
PART D – SUBBASE AND BASE COURSE	
Item 200 – Aggregate Subbase Course	For every 1,500 cu.m. of fraction thereof:  1-Q, Quality Test for Grading, Plasticity and Abrasion For every 300 cu. m or fraction thereof:  1-G, Grading Test 1-P, Plasticity Test For every 1,500 cu. m or fraction thereof:  1-C, Laboratory Compaction Test For every 2,500 cu. m or fraction thereof:  1-CBR, California Bearing Ratio Test For every layer of 150 mm of compacted depth/based on the result of compaction trials: At least one group of three in-situ density test for each 500 sq. m. of fraction thereof.
ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
Item 201 – Aggregate Base Course	For every 300 cu. m or fraction thereof:  1-G, Grading test  1-P, Plasticity Test (LL, PL, PI)  For every 1,500 cu. m or fraction thereof:  1-Q, Quality Test for Grading, Plasticity and Abrasion  1-C, Laboratory Compaction Test  For every 2,500 cu. m or fraction thereof:  1-CBR, California Bearing Ratio Test  For every layer of 150 mm of compacted depth/based on the results of compaction trials:  At least one group of three in-situ density tests from each 500 sq. m or fraction thereof.
Item 202 – Crushed Aggregate Base Course	Same test as for Item 201. For every 1,500 cu. m or fraction thereof: 1-F, fractured face
Item 203 – Lime Stabilized Road Mix Base Course	A. Soil Aggregate For every 300 cu. m or fraction thereof: 1-G, Grading test 1-P, Plasticity Test (LL, PL, PI) For every 1,500 cu. m or fraction thereof:

	1-Q, Quality Test for Grading, Plasticity and Abrasion
	B. Mix
	For every 300 cu. m or fraction thereof:
	1-C, Laboratory Compaction Test
	1-UC, Unconfined Compression Test
	1-CBR, California Bearing Ratio Test
	C. Compacted Base Course
	*
	For every layer of 150 mm of compacted depth:
	1-D, Field Density Test for every 150 m or fraction thereof.
	D. Hydrated Lime
	For every 100 tons of fraction thereof
	1-Q, Quality Test
Item 204 – Portland Cement Stabilized	A. Soil Aggregate: Same test as for Item 203.
Road Mix Base Course Amount of	B. Cement:
Cement to be added: 6 to 10 mass % of	1-Q, Quality Test for every 2,000 bags or fraction thereof.
dry soil aggregate	C. Water
	1-Q, Quality Test/Project Engineer's Certificate
	D. Mix

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
	For every 300 cu. m or fraction thereof:
	1-C, Laboratory Compaction Test
	1-UC, Unconfined Compression Test
	1-CBR, California Bearing Ratio Test
	E. Compacted Base Course
	For every layer of 150 of compacted depth:
	1-D, Field Density Test for every 150 m or fraction
	thereof.
	1-T, Thickness Determination for every 150 m or fraction
	thereof:
Item 205 – Asphalt stabilized Road Mix	A. Soil Aggregate: Same tests as for Item 203.
Base Course	B. Emulsified Asphalt:
	1-Q, Quality Test for every 40 to 200 drums or fraction
	thereof.
	C. Mix: Same tests as for Item 203.
	D. Compacted Base Course: Same tests as for Item 203.
Item 206 – Portland Cement Treated	A. Soil Aggregate: Same tests as for Item 203.
Plant Mix Base Course	B. Cement:
	For every 2,000 bags or fraction thereof:
	1-Q, Quality Test
	C. Water
	1-Q, Quality Test/Project Engineer's Certificate
	D. Mix: Same tests as for Item 204
	E. Compacted Base Course
	For every layer of 150 mm of compacted depth:
	1-D, Field Density Test for every 150 m or fraction
	thereof.
	1-T, Thickness Determination for every 150 m or fraction
	thereof:
Item 207 – Aggregate Stockpile	Same tests as Specified in Item No. 207 of the Specs.
PART E – SURFACE COURSE	
Item 300 – Aggregate Surface Course	For every 1,500 cu.m. or fraction thereof:
	1-Q, Quality Test for Grading, Plasticity and Abrasion

	For every 300 cu. m or fraction thereof:
	1-G, Grading test
	1-P, Plasticity Test (LL, PL, PI)
	For every 1,500 cu. m or fraction thereof:
	1-C, Compaction Test for Grading, Plasticity and
	Abrasion
	For every layer of 150 mm of compacted depth/based on the
	results of compaction trials:
	At least one group of three in-situ density test for each
	500 sq. m or fraction thereof.
	For Crushed Gravel or Crushed Stone, 1,500 cu. m of
	fraction thereof:
	1-F, Fractured Face
ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
Item 301 – Bituminous Prime Coat	Quantity: 1 to 2 liters/sq. m
	1-Q, Quality Test for every 40 tons or 200 drums
Item 302 – Bituminous Tack Coat	Quantity: 0.2 to 0.7 liters/sq. m
	1-Q, Quality Test for every 40 tons or 200 drums
Item 303 - Bituminous Seal Coat	A. Bituminous Materials
	Quantity: 0.2 to 1.5 liters/sq. m
	1-Q, Quality Test for every 40 tons or 200 drums
	B. Cover Aggregate
	Quantity: From 5 to 14 kg/sq. m
	For every 75 cu. m /200 kg or fraction thereof:
	1-G, Grading test
Item 304 – Bituminous Surface	A. Aggregates
Treatment	Quantity:
	Using Cut-Back Asphalt or Asphalt Cement – 13.6 to
	38.0 kg/sq. m
	Using Emulsified Asphalt – 13.6 to 19.04 kg/sq. m
	For every 75 cu. m /200 kg or fraction thereof:
	1-G, Grading test
	1-P, Plasticity Test (LL, PL, PI)
	For every 1,500 cu. m or fraction thereof:
	1-Q, Quality Test for Grading, Plasticity, Abrasion,
	Stripping and Bulk Specific Gravity
	1-F, Fractured Face
	B. Bituminous Materials
	Quantity:
	Using Cut-Back Asphalt or Asphalt Cement – 1.58 to
	2.04 kg/sq. m
	Using Emulsified Asphalt – 1.58 to 2.04 kg/sq. m
	Same test as for Item 301.
Item 305 – Bituminous Penetration	A. Aggregates
Macadam Pavement	Quantity:
1.200 danii 1 d (Olifolit	Using Asphalt Cement or Rapid Curing
	Course (Crushed) – 90 kg/sq. m
	Key (Crushed) – (13 & 11) – 24 kg/sq. m
	Cover (Crushed & Screened) – 8 kg/sq. m
	Cover (Crashed & Bereened) O Rg 5q. III

2. Using Emulsified Asphalt – 13.6 to 19.04 kg/sq. m
Course (Crushed) – 90 kg/sq. m
Choker (Crushed) – 10 kg/sq. m
Key (Crushed) – (13 & 11) – 18 kg/sq. m
Cover (Crushed & Screened) – 8 kg/sq. m
Same test as for Item 304
B. Bituminous Materials
Quantity: 7.2 to 11 liters/sq. m

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
Item 306 – Bituminous Road Mix	A. Aggregates
Surface Course	Same test as for Item 304
	B. Bituminous Materials
	Quantity:
	1. Using Cut-Back Asphalt – 4.5 to 7.0 mass % of total
	dry aggregate
	2. Using Emulsified Asphalt – 6.0 to 10.0 mass % of
	total dry aggregate.
	Same test as for Item 301
	C. Mix
	Test: For every 75 cu. m/130 tons or fraction thereof:
	1-G, Grading test
	1-Extr, Extraction
	1-Sty, Stability
	1-C, Laboratory Compaction
	D. Hydrated Lime
	For every 100 tons or fraction thereof:
	Tests: 1-Q, Quality Test
	E. Compacted Pavement
	For every full day's operation:
	Test: D & T, Density and Thickness Tests – at least 1
Item 307 – Bituminous Plant Mix	but not more than 3 samples shall be taken.
Surface Course General	A. Aggregates For every 75 cu. m/200 tons or fraction thereof:
Surface Course General	1-G & P, Grading and Plasticity Tests
	For every 1,500 cu. m or fraction thereof:
	1-Q, Quality Test for Grading, Plasticity, Abrasion,
	Stripping and Bulk Specific Gravity
	1-F, Fractured Face
	B. Bituminous Materials
	Quantity: 5.0 to 8.0 mass % of total dry aggregate
	Test: 1-Q, Quality Test for each 40 tons or fraction
	thereof.
	C. Mix
	For every 75 cu. m/130 tons or fraction thereof:
	1-G, Grading test
	1-Extr, Extraction

1-Sty, Stability
1-C, Laboratory Compaction
D. Hydrated Lime
For every 100 tons or fraction thereof:
Tests: 1-Q, Quality Test

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
	E. Mineral Filler
	For every 75 cu. m or fraction thereof:
	1-G & P, Grading and Plasticity Tests (LL, PL, PI)
	For each full day's operation:
	D & T, Density and Thickness Tests – at least 1 but not
	more than 3 samples shall be taken.
Item 308 – Cold Asphalt Plant Mix	A. Aggregates
The state of the s	Same Tests as for Item 307
	B. Bituminous Materials
	Quantity:
	1. Using Cut-Back Asphalt – 4.5 to 7.0 mass % of total
	dry aggregate
	2. Using Emulsified Asphalt – 6.0 to 10.0 mass % of
	total dry aggregate.
	Test: 1-Q, Quality Test for each 40 tons or 200 drums
	or fraction thereof.
	C. Mix
	Same test as for Item 307
	D. Hydrated Lime
	Same test as for Item 307
	E. Mineral Filler
	For every 75 cu. m or fraction thereof:
	1-G & P, Grading and Plasticity Tests (LL, PL, PI)
	F. Compacted Pavement
	Same test as for Item 307
Item 309 – Bituminous Plant Mix	A. Aggregates
(Stockpile Maintenance	Same test as for Item 307
Mixture)	B. Bituminous Materials
,	Quantity: 4 to 10 mass % of total mix
	Test: 1-Q, Quality Test for each 40 tons or 200 drums
	or fraction thereof.
	C. Mix
	Same test as for Item 307
	D. Hydrated Lime
	Same test as for Item 307
	E. Mineral Filler
	Same test as for Item 307
	F. Compacted Pavement
	Same test as for Item 307
Item 310 – Bituminous Concrete	A. Aggregates

Surface Course, Hot Laid	Same test as for Item 307
	B. Bituminous Materials
	Quantity: 5 to 8 mass % of total dry aggregates
	Test: 1-Q, Quality Test for each 40 tons or 200 drums
	or fraction thereof.

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
	C. Mix
	Same test as for Item 307
	D. Hydrated Lime
	Same test as for Item 307
	E. Mineral Filler
	Same test as for Item 307
	F. Compacted Pavement
	Same test as for Item 307
Item 311 – Portland Cement Concrete	A. Cement
Pavement	Quantity: 9.00 bags/cu. m (40 kg/bag)
	Test: For every 2,000 bags or fraction thereof
	1-Q, Quality Test
	B. Fine Aggregate
	Quantity:
	1. 0.5 cu. m/cu. m of concrete if rounded coarse
	aggregate is used.
	2. 0.54 cu. m/cu. m of concrete if angular coarse
	aggregate id used.
	Tests: for every 1,500 cu. m or fraction thereof
	a. For a source not yet tested or that failed in previous
	quality tests:
	1-Q, Quality Test for Grading, Elutriation (Wash), Bulk
	Specific Gravity, Absorption, Mortar Strength,
	Soundness, Organic Impurities, Unit Weight, %Clay
	Lumps and Shale.
	b. For a source previously tested and that passed
	quality test:
	1-Q, Quality Test for Grading, Elutriation (Wash), Bulk
	Specific Gravity, Absorption, Mortar Strength
	For every 75 cu. m or fraction thereof:
	1-G, Grading test
	C. Coarse Aggregate
	Quantity:
	1.0.77 cu. m/cu. m of concrete if rounded coarse
	aggregate is used.
	2.0.68 cu. m/cu. m of concrete if angular coarse
	aggregate is used.
	Tests: for every 1,500 cu. m or fraction thereof
	a. For a source not yet tested or that failed in previous

quality test: 1-Q, Quality Test for Grading, Bulk Specific Gravity, Absorption, Abrasion and Unit Weight

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
7722730 07 11 0742	
	b. For a source previously tested and that passed
	quality test:
	1-Q, Quality Test for Grading, Absorption, Bulk Specific
	Gravity and Abrasion.
	For every 75 cu. m or fraction thereof:
	1-G, Grading test
	D. Water
	Tests:
	1-Certificate from Project Engineer
	1-Q, Quality Test, if source is questionable.
	E. Joint Filler
	1.Poured Joint Filler
	1-Q, Quality Test on each type of ingredient for each
	shipment.
	2. Premolded Joint Filler
	1-Q, Quality Test on each thickness of filler for each
	shipment
	F. Special Curing Agents
	1-Q, Quality Test for each shipment
	G. Steel Bars
	For every 10,000 kg or fraction thereof for each size:
	1-Q, Quality Test for Bending, Tension and Chemical
	Analysis.
	H. Concrete
	Flexural Strength Test on Concrete Beam Sample
	1-set consisting of 3 beam samples shall represent a
	330 sq. m. of pavement, 230 mm depth or fraction
	thereof placed each day. Volume of concrete not more
	than 75 cu. m
	I. Completed Pavement
	Thickness determination by concrete core drilling on a
	lot basis.
	5 holes per km per lane or 5 holes per 500 m when 2
	lanes are poured concurrently.
PART F – BRIDGE	-
CONSTRUCTION	
Item 400 - Piling	A. Concrete Piles
	1. Concrete: Same tests as for Item 405.
	2. Reinforcement Steel: Same tests as for Item 404.
	B. Structural Piles
	1-Q, Quality Test/Mill Test Certificate
	1-IR, Inspection Report
Item 401 - Railings	A. Concrete: Same tests as for Item, 405, Class C
	B. Reinforcement Steel: same tests as for Item 404.
Item 403 – Metal Structures	1-Q, Quality Test/Mill Test Certificate for each type of
	material used.

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
	1-IR, Inspection Report for each type and shipment of
	Metal used
Item 404 – Reinforcement Steel	A. Bar Reinforcement for Concrete for every 10,000 kg or
	fraction thereof for each size:
	1-Q, Quality Test for Bending, Tension and Chemical
	Analysis
	B. Wire and Wire Mesh
	1-Q, Quality Test
Item 405 – Structural Concrete	A. Cement
	Quantity: (40 kg/bag)
	Class A 9.0 bags/cu. m of concrete
	Class B 8.0 bags/cu. m of concrete
	Class C 9.5 bags/cu. m of concrete
	Class P 11.0 bags/cu. m of concrete
	Tests: for every 2,000 bags or fraction thereof
	1-Q, Quality Test
	B. Fine Aggregate
	Quantity: cu. m/cu. m of concrete
	For Rounded For Angular
	Class A 0.50 0.54
	Class B 0.45 0.52
	Class C 0.53 0.50
	Class P 0.44 0.47
	Tests: for every 1,500 cu. m or fraction thereof
	a. For a source not yet tested or that failed in previous
	quality tests:
	1-Q, Quality Test for Grading, Elutriation (Wash), Bulk Specific Gravity, Absorption, Mortar Strength,
	Soundness, Organic Impurities, Unit Weight, %Clay
	Lumps and Shale.
	b. For a source previously tested and that passed
	quality test:
	1-Q, Quality Test for Grading, Elutriation (Wash), Bulk
	Specific Gravity, Absorption and Mortar Strength.
	For every 75 cu. m or fraction thereof:
	1-G, Grading Test
	C. Coarse Aggregate
	Quantity: cu. m/cu. m of concrete
	For Rounded For Angular
	Class A 0.77 0.68
	Class B 0.82 0.73
	Class C 0.70 0.68
	Class P 0.68 0.65

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
	Tests: for every 1,500 cu. m or fraction thereof
	a. For a source not yet tested or that failed in previous
	quality tests:
	1-Q, Quality Test for Grading, Bulk Specific Gravity,
	Absorption, Abrasion and Unit Weight.
	c. For a source previously tested and that passed
	quality test:
	1-Q, Quality Test for Grading, Absorption, Bulk Specific
	Gravity and Abrasion.
	For every 75 cu. m or fraction thereof:
	1-G, Grading Test
	D. Water
	1-Certificate from Project Engineer
	1-Q, Quality Test, if source is questionable.
	E. Premolded Filler for expansion joints
	1-Q, Quality Test on each thickness of filler for each
	shipment
	F. Steel Reinforcement
	1-Q, Quality Test for every 10,000 kg or fraction
	thereof.
	G. Concrete
	Compressive strength on concrete cylinder samples. 1
	set consisting of 3 concrete cylinder samples shall be
	taken from each day's pouring and to represent not
	more than 75 cu. m or fraction thereof.
Item 406 – Prestressed Concrete	A. Concrete: Same tests as Item 405, Class P
Structures Structures	B. Reinforcing Steel: Same tests as Item 404
Structures	C. Wire Strand
	1-Q, for every 20 tons or fraction thereof.
Item 407 – Concrete Structures	Same tests as for Items 403, 404, 405 and 411.
Tient 407 – Concrete Structures	Elastomeric Bearing Pad will be tested to determine its
	quality.
Item 408 – Steel Bridges	Same tests as for Items 403 and 411.
item 408 – Steel Bridges	Painting:
	1-Q, One 20-liter can for every 100 cans or fraction
	thereof, or
	1-Q, One 4-liter can for every 100 cans or fraction thereof.
Item 409 – Welded Structural Steel	Same tests as for Item 403 and Inspection Report.
Tieni 409 – Weided Structurar Steer	Same tests as for item 403 and hispection Report.
Item 411 - Paint	1-Q, One 20-liter can for every 100 cans or fraction
110m +11 - Famil	thereof, or
	1-Q, One 4-liter can for every 100 cans or fraction thereof.
	1-Q, One 4-mer can for every 100 cans of fraction thereof.

MINIMUM TEST REQUIREMENTS
_
A. Pipes
Pipe for every 50 pieces: Strength, Absorption and Dimension.  Alternative Requirements:  1-set consisting of 3 concrete cylinder samples for not more than 25 pipes cast in the field and 1-Inspection Report for each size for not more than 25 pipes cast in the field.
B. Mortar for Joint Cement, Fine Aggregates and Water – Same tests as for Item 405.
A. Concrete Pipe (Non-Reinforced) 0.5% of the number of pipes of each size but not less than 2, for strength, Absorption and Dimension.
Alternative Requirements: 1-set consisting of 3 concrete cylinder samples for not more than 25 pipes cast in the field and 1-Inspection Report for each size for not more than 25 pipes cast in the field.  B. Clay Pipe
I-Pipe for every 200 pieces each size, with a minimum of 2 specimens for Strength, Absorption and Dimension.
A. Concrete Same tests as for item 405, Class A B. Lids, Cast Iron Frames and Grating Inspection Report
Inspection Report
Same tests as for Item 505
A. Cement Quantity: 2 bags/cu. m of concrete Tests: for every 2,000 bags or fraction thereof 1-Q, Quality Tests B. Fine Aggregate Quantity: 0.17 cu. m/cu. m of concrete. Tests: for every 2,000 bags or fraction thereof. 1-Q, Quality Test – same as for Item 405. For every 75 cu. m or fraction thereof. C. Stone Inspection report D. Water 1-Certificate from Project Engineer

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS
Item 506 – Hand-Laid Rock	Inspection Report
Embankment	
Item 507 – Sheet Piles	A. Concrete Sheet Piles
	Same tests as for Item 404.
	B. Steel Sheet Piles
	Same tests as for Item 403.
Item 508 – Concrete Slope Protection	A. Bed Course
	Same tests as for Item 200.
	B. Steel Reinforcement
	Same tests as for Item 404.
	C. Concrete
	Same tests as for Item 404.
Item 509 - Gabions	1-Q, Quality Test for each shipment
DADE II MIGORIA ANDONIO	
PART H – MISCELLANEOUS STRUCTURES	
Item 600 – Curb and Gutter	A. Concrete
	Quantity:
	0.078 cu. m/m (Curb only)
	0.092 cu. m/m (Curb and Gutter, Type A)
	0.149 cu. m/m (Curb and Gutter, Type B)
	0.074 cu. m/m (Curb and Gutter, Type B)
	Same tests as for Item 405.
	B. Joint Filler
	Same tests as for Item 311.
Item 601 - Sidewalk	A. Concrete
	Same tests as for Item 405, Class A.
	B. Premolded Expansion Joint Filler
	Same tests as for Item 311.
Item 602 – Monuments, Markers and	A. Concrete
Guide Posts	Same tests as for Item 405.
	B. Reinforcement Steel
	Same tests as for Item 404.
	C. Paint
	Same tests as for Item 411.
Item 604 - Fencing	A. Barbed Wire, Chain Link Fabric
	1-Q, Quality Test
	B. Concrete Post
	Same tests as for Item 405.
L COT D 1 C' /D CL :	Steel Reinforcement: Same tests as for Item 404.
Item 605 – Road Sign (Reflective	Quantity: 6 pieces of 1 inch x 6 inch reflective sheets
Sheets)	Test Perform: 1 – Adhesion Test
	1 – Solvent Resistant Test
	Resistance to Heat
	Thickness of Sheeting
	Reflectivity

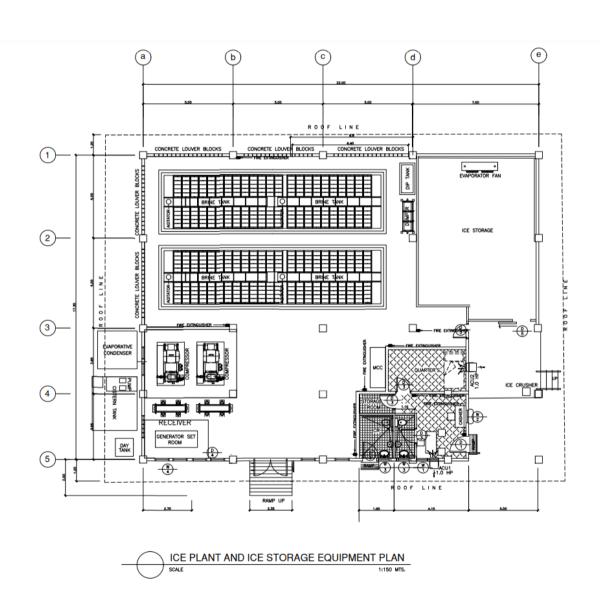
ITEMS OF WORK			MINIMUM TEST REQUIREMENTS			
Item	606 – Pavement	Markings	Quantity: 1 Quality Test per 100 bags or fraction thereof:			
	(Thermoplastic Pa	aint)	A. Physical Properties			
	_		Condition in Container			

	2. Specific Gravity
	3. Drying Time (min.)
	4. Softening Point
	D. D. L. C.
	B. Paint Composition
	1. Total Dry Solids, %
	2. Titanium Dioxide, %
	3. Extenders (Fillers), %
	<ul><li>4. Binders, %</li><li>5. Glass Beads, %</li></ul>
Item 607 – Reflective Pavements Studs	8, 8
item 607 – Reflective Favements Studs	Quantity: 3 samples per 10,000 pcs. Test: 1 Compression Test
Item 608 - Topsoil	Inspection Report
Item 609 - Sprigging	Inspection Report
Item 610 - Sodding	Inspection Report
Item 611 – Tree Planting	Inspection Report
Item SPL 614– Street Lighting	A. Wires and Cables
including Footing, Steel poles, wires,	A. Wires and Cables
conduits and etc.	Perform Continuity Test;
	2. Perform Insulation Resistance Test.
	B. Molded Case Circuit Breakers
	Visual and Mechanical Inspection:
	<ol> <li>Compare nameplate data with specifications and approved shop drawings;</li> </ol>
	Inspect circuit breaker for correct mounting;
	3. Operate circuit breaker to ensure smooth operation;
	4. Inspect case for cracks or other defects;
	<ol> <li>Inspect all bolted electrical connections for high resistance using low resistance ohmmeter, verifying tightness of accessible bolted connections and/or cable connections by calibrated torque-wrench method, or performing thermographic survey;</li> </ol>
	6. Inspect mechanism contacts.
	Electrical Tests:
	Perform contact-resistance tests;
	<ul><li>2. Perform insulation-resistance tests.</li><li>C. Time Switch and Contactors</li></ul>
	<ol> <li>Field Quality Control: Upon completion of installation, verify that equipment is properly installed, connected, and adjusted. Conduct an operating test to show that equipment operates in accordance with requirements.</li> </ol>

ITEMS OF WORK	MINIMUM TEST REQUIREMENTS			
	D. Lighting Fixtures			
	Field Testing: Demonstrate that all lighting fixtures and			
	their accessories operate satisfactorily in the			
	presence of the Owner. Perform operational tests in			

	accordance with referenced standards in this specifications.  E. Project Engineers Inspection Report.			
PART I – MATERIAL DETAILS				
Item 700 – Hydraulic Cement	Same tests as for Item 405.			
Item 701 – Construction Lime (Hydrated)	1-Q, Quality Test for every 100 tons or fraction thereof.			
Item 702 – Bituminous Materials	Same tests as for Items 301, 302, 303, 306, 307, 308, 309 and 310.			
Item 703 - Aggregates	Same tests as for Item of work specified in the Bill of Quantities.			
Item 703A – Mineral Filter	Same tests as for Item 405.			
Item 704 – Masonry Units	1-Q, Quality Test for every 10,000 units or fraction thereof.			
Item 705 – Joint Materials	Same tests as for Items 311 and 500.			
Item 706 – Concrete, Clay, Plastic and	A. Concrete Pipes			
Fiber Materials	Same tests as for Item 500.			
	B. Clay and Other Types of Pipes			
	Refer to applicable requirements of AASHTO Tests and Specifications.			
Item 707 – Metal Pipe	Same tests as for Item 400.			
Item 708 – Chemical Admixtures for Concrete	1-Q, Quality Test for each shipment			
Item 709 - Paints	Same tests as for Item 411.			
Item 710 – Reinforcing Steel and Wire	A. Reinforcing Steel			
Rope	Same tests as for Item 404.			
	B. Wire Rope			
	Same tests as for Item 406.			
Item 711 – Fence and Guardrail	A. Fence			
	Same tests as for Item 604.			
	B. Guardrail			
T. 710 C. 135 1	Same tests as for Item 603.			
Item 712 – Structural Metal	Same tests as for Items 403 and 409			
Item 713 - Water	1-Certificate from Project Engineer			
	1-Q, Quality Test, if source is questionable.			

# Section VII. Procuring Entity's Concept Design Drawings and Other Reference Data



# **Section VIII. Terms of Reference (TOR)**

# **Terms of Reference (TOR)**

# 1. PROJECT INFORMATION

**1.1 Project Title:** Design and Build for the Construction of 20 MT Baler Ice Plant and Ice Storage Facility and Other Works.

#### 1.2 Basic Information

Presidential Proclamation No. 922, s. 2020, was issued declaring a state of public health emergency throughout the Philippines due to the Coronavirus Disease 2019 (COVID 19). Thus, Republic Act No. 11469 or the "Bayanihan to Heal as One Act" otherwise known as Bayanihan Act 2 was enacted declaring a state of national emergency over the entire country to control the spread of the disease. Amidst the pandemic, it continuously pose serious threat to health, safety, security, and lives of the Filipino people. Likewise, the pandemic has caused severe disruption of livelihood and all other productive activities were affected which resulted to economic contraction in the first semester of 2020.

While the economy is reeling because of the pandemic, the country's agriculture sector is expected to play a major role in pursuing a socio-economic response framework to the Covid-19 pandemic recovery efforts. Be that as it may, economic growth in agriculture is more effective at reducing poverty and maintaining food security than growth in other sectors considering that most livelihood especially in the country side rests on agrifishery sector. Hence, investments in agriculture can help revive food production and create jobs, following a crisis, and enable rural communities to recover.

To avoid serious disruption to rural economies, it is essential to ensure that agriculture, food chain, markets and trade should continue to function. That is why investments in this sector is given attention particularly in arresting or preventing losses in the food chain by way of value adding, cold storing and processing so that the farmers and fisher folks could have a modest income for their produce. For this to succeed, the national government needs the help of the private sector and LGUs. This partnership could improve our productivity and food supply chain through farm consolidation and clustering, provision of accessible financing, stronger linkages between production and marketing, and establishment of more postharvest and processing facilities.

One of the projects identified, is the construction of 20 MT Ice Plant and Ice Storage Facility in Baler, Aurora which is situated along the eastern seaboard and proximate to the rich fishing ground of Benham Rise and Philippine Sea.



Figure 1. Location Map

# 1.3 Project Description

The Project involves the design and construction of 20 MT Ice Plant & Ice Storage Facility & Other Works which includes the following:

	ltem	Project Scope	Description of Works
G.	CONSTRUCTION SAFETY AND HEALTH	Occupational Safety and Health Programs	
н.	SITE DEVELOPMENT		
8.	Mobilization/Demobilization		Transport of equipment, materials and manpower
9.	Site Clearing	Clearing and Grubbing	Removal of unnecessary structures, flora and fauna
10.	Earth Works	Excavation, cut & fill etc.	
11.	Concrete Pavement	Curbs, gutter and sidewalks	<ul> <li>0.20M thk., 24.10Mpa</li> <li>Concrete pavement</li> <li>0.20M thk. Base course</li> <li>Concrete Tire guards</li> <li>Gravel bedded Parking slots</li> </ul>
12.	Outside Power and Lighting & water supply systems	Outside power distribution system	<ul> <li>230V/3phase/60Hz Weather- proof/Outdoor type</li> </ul>
		Power Sub-station	<ul> <li>Transformer on concrete platform</li> </ul>
		Water supply pipe line system	<ul> <li>HDPE pipe</li> </ul>
		Storm Drain and Sanitary System	<ul> <li>Underground, UPVC sanitary pipe</li> </ul>
13.	Perimeter Fence and Gates	Cyclone wire Fence Steel Gates	Cyclone wire on CHB zocallo
14.	Miscellaneous Items	Flagpole and signage	<ul> <li>3M signage for PFDA and LGU</li> <li>Fabricated, tapered flag pole with concrete base</li> </ul>
I.	ICE PLANT BUILDING &		
	EQUIPMENT		
2.	Ice Plant & Ice Storage Building 500.00 sq.m. building	<ul> <li>20 MT Ice plant and ice storage</li> </ul>	<ul> <li>Ice Making- 2 x 10 tons capacity, block ice making, individual ammonia refrigeration system</li> </ul>
			<ul> <li>Ice Storage- split type, Freon refrigeration system</li> <li>Standby generator set- diesel generating set</li> <li>Ice crusher with pump- local fabrication</li> </ul>

	<ul> <li>Construction of Ice Plant Building complete with ice making area, ice storage room, machine room, generator set room, office, comfort room and ice unloading area (see concept plan)</li> </ul>	Reinforced concrete design with roof deck
J. CONTAINERIZED COLD	Supply, install and commissioning of	2 units-40 foot reefer
STORAGE	40 ft containerized ice/cold storage	container van
	<ul><li>Power supply</li></ul>	<ul><li>230 V, single phase</li></ul>
	<ul> <li>Technical description</li> </ul>	<ul> <li>@-18 deg C -5 deg C , Freon refrigeration system, stainless steel interior complete with ante room, and covered sorting platform</li> </ul>
GENERAL ITEMS	<ul> <li>Permits, licenses &amp; other         Government documents</li> <li>Rental of Service Vehicle for</li> </ul>	<ul> <li>Environmental Compliance Certificate, building permit, etc.</li> </ul>
	PFDA Engineers	■ 1 unit SUV 4x2
	<ul> <li>Provision of Office equipment, furniture &amp; supplies</li> </ul>	<ul><li>1 unit laptop</li><li>1 unit dual-monitor desktop</li></ul>
	<ul> <li>Temporary Facilities</li> </ul>	

#### 1.4 Contractual Framework

The contractual arrangement to be used for the project is the Design-and-Build (DB) scheme. Under this scheme the procuring entity awards a single contract for the architectural/engineering design and construction to a single firm, partnership, corporation, joint venture or consortium.

#### 2. SCOPE OF THE CONTRACT

# **2.1** Major Obligations of the Contractor

a. Undertake Architectural and Engineering (A&E) Plans and Detailed Designs, Technical Specifications, Bill of Quantities, and Design Reports for the Ice Plant & Ice Storage including Site and Landscape Development Structures and Facilities in conformance with the MPSS.

Such plans and designs, specifications, bill of quantities, and design reports shall be subject to review and approval by the PFDA. The Concept Design and Plans prepared and issued by the PFDA-TSD as part of this TOR shall be the basis for the Schematic Design, Design Development, and the Contract Documents phases of the

- design, which shall continue after the bid is awarded. These shall likewise be subject to review and approval of PFDA.
- b. Undertake the Construction of the Ice Plant & Ice Storage including structures and facilities in conformance with the MPSS. The bid shall be based on the preliminary Conceptual Design and Plans prepared and issued by the PFDA-TSD, which have been preapproved by the PFDA Top Management and supplemented by the issuance of bid bulletins, if any, from the date of original advertisement.
- c. Aside from the A&E professional design fees, other incidental expenses that is also to the account of the winning bidder shall include Preliminary Survey and Mapping of the project site which shall determine the boundaries and provide stationing along control lines to establish feature and design criteria location, and identify existing future right-of-way-limits and construction easements associated with the PFDA's Conceptual Design and Plans. The winning bidder shall also conduct Preliminary Investigations including, among others, geodetic and topographic survey of the project lot, information on the soil and geotechnical investigations, geologic and geomorphologic surveys, hydrology and hydraulic analysis, seismic tests, traffic analysis, environmental conditions of the site, and other design and construction requirements.
- d. Compliance with all applicable permits/licensing and documentary requirements.
- e. The Contractor shall be held liable for any additional costs that may be incurred by the Government due to major changes in plans from faulty or defective design or any aspect of the detailed engineering.
- f. Be held liable for design and structural defects and/or failure of the completed project within the warranty period specified in Section 62.2 or the revised IRR or RA 9184.
- g. Provide Traffic Management Plans and be responsible for traffic management during construction.
- h. Conduct Value Engineering study to determine the most economical scheme during DED and Construction.

# 2.2 Major Obligations of PFDA

- a. Provide the Contractor the area required for staging, office/bunk house and stockpiling of construction materials and debris.
- b. Review and certify the Contractor's design without diminishing the Contractor's full and sole responsibility for the quality and integrity of the Project.
- c. Supervise and monitor the implementation of the Project.

- d. Pay the accomplishment accepted in conformance with the MPSS under the Design and Build Contract.
- e. Provide assistance to the Contractor in any issues and concerns that may affect the project implementation.

# 3. SCOPE OF THE DESIGN

# 3.1 Preliminary Engineering Design Plan (PEDP) by Bidder

At the bidding stage, the Bidder shall prepare a <u>PEDP</u> based on the PFDA MPSS for the Project as shown in Section VI and submit the PEDP as part of the Bidder's Technical Proposal.

The Bidder shall prepare the PEDP with a degree of accuracy of approximately plus/minus fifteen percent (+/-15%) of the final quantities, and in conformance with the MPSS.

# 3.2 Detailed Engineering Design by the Winning Bidder

During the implementation of the Project, the Winning Bidder shall prepare the <u>Detailed Engineering Design (DED)</u> of the Project and submit the DED to the PFDA for approval prior to the execution of the Construction works.

The Winning Bidder shall prepare the DED based on its PEDP as accepted by the PFDA and in accordance with the MPSS. The DED shall be undertaken with a degree of accuracy that will allow estimates to be made within approximately plus or minus five percent (+/-5%) of the final quantities.

Once approved by the PFDA, the Winning Bidder's DED shall form part of the MPSS. The PFDA-approved DED, together with the MPSS provisions on Construction, shall govern the actual Construction undertaken by the Winning Bidder.

The Winning Bidder shall undertake the necessary field surveys and investigation in accordance with Criteria and Standards in the preparation of detailed engineering plans.

#### 4. PROCURING ENTITY'S CONCEPT DESIGN

The project is the Design and Build of 20 MT Baler Ice Plant & Ice Storage.

The scope of the project design is presented in Table 1 of the MPSS.

# 5. MINIMUM PERFORMANCE STANDARDS AND SPECIFICATIONS (MPSS)

The Contractor shall undertake the Design and Build of the Project in conformance with the MPSS as shown in Section VI.

# 6. MANPOWER REQUIREMENT

Table 2

Key Staff Requirement for Detailed Engineering Design

Position	No.	Minimum Total Work Experienc e (years)	Minimum Total Similar Work Experience (years)	Type of Experience
Team Leader	1	10	5	A licensed Civil Engineer with DED experience as Team Leader preferably with Master's Degree in Structural Engineering
Sr. Civil Engineer	1	8	5	A licensed Civil Engineer preferably with Master's Degree in Structural Engineering and has undertaken at least 3 structural designs for the construction of refrigeration projects.
Professional Electrical Engineer	1	8	5	A license Professional Electrical Engineer with experience in planning, engineering design and/or installation of electrical systems for vertical structures as well as power supply/distribution systems and telecommunication systems.
Professional Mechanical Engineer	1	8	5	A licensed Professional Mechanical Engineer with experience in planning, engineering design, and/or installation of refrigeration facilities with knowledge in

				HVAC-R and fire protection and emergent alternative efficient HVAC-R technologies.
Quantity/Cost Engineer	1	8	5	A Civil Engineer with experience as Estimator in at least 10 civil works projects.
Document Specialist/Specs. Engineer	1	8	5	A license Civil Engineer or Architect and should have successful track record as document specialist for at least 10 projects.
Total	6			

Table 3

Key Staff Requirement for Construction Works

Position	No.	Minimum Total Work Experienc e (years)	Minimum Total Similar Work Experience (years)	Type of Experience
Project Engineer	1	8	5	A licensed Civil Engineer with construction experience in the construction of refrigeration projects.
Registered Electrical Engineer	1	8	5	A licensed Electrical Engineer with construction experience in the supervision/installation of electrical systems for vertical structures as well as power supply/distributions systems and communication systems.
Registered Mechanical Engineer	1	8	5	A licensed Mechanical Engineer with experience in supervision/installation

of refrigeration facilities with knowledge in HVAC-R and fire protection and emergent alternative efficient HVAC-R technologies.

Materials/Quality Control Engineer	1	-	-	A DPWH Accredited Materials Engineer II
Safety Officer/ Engineer	1	3	1	Certified by the Bureau of Working Conditions of DOLE or with Certificate of 40 hours training in Construction Occupational Safety and Health (COSH).
Foreman	1	10	5	With experience as Foreman of at least 10 Building Construction projects
Total	6			

# 7. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract (ABC) is ₱ 63,860,000.00. This is the ceiling for acceptable bids. Bids higher than the ABC shall be automatically rejected.

# 8. PROPOSED IMPLEMENTATION SCHEDULE

Description		2021			2022			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th
1. Detailed Engineerin	g Design	Stage						
a. Surveys & Investigations								
b. Drawings & Specifications.								
c. Approval from PFDA								
2. Construction Stage								
a. Mob. & Demob.								
b. Construction								

# 9. ELIGIBILITY CRITERIA FOR BIDDERS

# 3.1 General

The Eligibility Requirements for this DB Project shall adopt the provisions of Annex 'G" of the Implementing Rules and Regulations of RA 9184 (e.g. Eligibility Requirement). However, a prospective bidder who has no experience in DB project on its own may opt to enter a subcontracting agreement with a design or engineering firm for the design portion of the project.

# 3.2 Legal Requirements

- Valid Contractor's License issued by the Philippine Contractor's Accreditation Board
- b. Valid license of the Contractor's designer issued by the Professional Regulation Commission.

# 3.3 Technical Requirements

- a. The Contractor must have built one structure similar to the project at hand with a construction cost of at least 50% of the ABC.
- The Contractor's designer must have designed one project similar to the project at hand with a construction cost of at least 50% of the ABC

# 3.4 Financial Requirements

- a. The Contractor must have a Net Financial Contracting Capacity (NFCC) of at least the ABC of equivalent to ₱ 63,860,000.00.
- b. The Contractor must submit a written comment from a reputable bank to extend to him a credit line of at least 10% of the ABC, if the contract is awarded to him.

# 10. CONTENTS OF THE BID

a. <u>Conceptual Design Plans</u> for the Project which shall comply with the prescribed MPSS. The plans should contain the following:

#### General

- 1. Location plan/vicinity map, Index of Drawings
- 2. General Notes on Design Parameters and Construction Procedures
- 3. Legends, Symbols and Abbreviations

# Site Development Plan

1. General Plan Showing the Cross Section and Elevation

# **Building Design Plans**

- 1. General Plan and Elevation
- 2. Typical Architectural Plans

- 3. Typical Structural Plans
- 4. Typical Plumbing and Sanitary Plans
- 5. Typical Electrical Plans
- 6. Electrical Auxiliary Plans
- 7. Typical Mechanical Plans
- 8. Miscellaneous Details (Drainage, Roadways, etc.)
- 9. Summary of Quantities
- 10. Typical Lighting Facilities
- b. Required Bid Security
- c. Design and Construction Method and Schedule
- d. Constructor's Organizational Chart and List of Key Personnel for the Project. The required Contractor's key staff requirement for DED and construction works is presented in Table 2 and Table 3 respectively.
- e. List of Major Equipment Owned/Leased/Under Purchase for the project
- f. Quality Control Program
- g. Bank Commitment to provide the required Credit Line if the Contractor is awarded the contract.

#### 11. PROCEDURE AND CRITERIA FOR BIDS EVALUATION

For the detailed evaluation of the DB proposals for the Project, a three-step procedure shall be adopted by the BAC, as follows:

# a. Evaluation of Eligibility

The BAC shall evaluate the Eligibility Documents submitted by each bidder to determine compliance with the <u>Eligibility Requirements</u> in **ITB** Clause 5.

If the bidder meets all of the <u>Eligibility Requirements</u>, the BAC shall declare the bidder as "<u>eligible</u>" and proceed with the detailed evaluation of its Technical Proposal. If not, the BAC shall issue the Notice of Ineligibility to the bidder and return its unopened Technical and Financial Proposals to the bidder.

# b. Evaluation of Technical Proposal

The BAC shall then conduct the evaluation of the Technical Proposal of each eligible bidder, particularly against the requirements in **ITB** Clause 13, using non- discretionary "pass/fail" criteria. Aside from the aspects that are evaluated in conventional (non-DB) projects, the BAC shall look into the Conceptual Design for the Project and the track record for DB projects submitted by the Contractor as indicated in the Bidding Documents. The BAC shall evaluate these aspects, using non-discretionary "pass/fail" criteria, to check for compliance with the following requirements:

(1) Concept of approach and methodology for DED and construction, with

emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions.

(2) Quality of personnel to be assigned to the Project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence, including education and training of the key staff.

If the bidder passes and meets the Technical Proposal requirements and criteria, the BAC shall declare as "<u>technically complying</u>." All technically complying bidders shall be treated on the same footing for purposes of the evaluation of the Financial Proposals, i.e., no technical ranking of the bids is made.

In the event that no bidder has reach the minimum passing score, the top three bidders shall be considered to qualify for the second stage, provided, that they pass the requirements in Part I (Eligibility Criteria) and Part II (Adherence of preliminary design plans to the required performance specifications and parameters and degree of details).

# c. Evaluation of Financial Proposals:

The BAC shall then open the Financial Proposal – which is simply the lumpsum bid price - of each "passed" bidder using non-discretionary criteria – including arithmetical corrections if any, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify the total calculated bid price which exceeds the ABC.

The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).

If the bidder with the LCB passes the post-qualification, his bid is declared as the Lowest Calculated Responsive Bid (LCRB) and shall be considered for award.

#### 12. DATA TO BE PROVIDED BY PFDA

Data provided by PFDA are for reference only. The PFDA does not guarantee to the Bidders that the data provided are correct, free from error, and applicable to the Project at hand. The Bidder is responsible for the accuracy or applicability of any data that will be used in the design and build proposal and services. The following data shall be provided in electronic forms:

- a. Feasibility Study
- b. Conceptual Design Drawing
- c. Type of Vessels Docking at Baler

#### 13. REPORTS AND TIME SCHEDULES

The Contractor shall submit the following deliverable reports containing the desired outputs to the PFDA on the deadlines set with the corresponding payments upon approval by the PFDA of the corresponding deliverables:

Deliverable Report/Output	Deadline	Payment
Inception Report	Three (3) weeks after the effectivity of the contract	
Preliminary Design Plans and Reports	End of the 1 <sup>st</sup> month	*upon submission and approval by PFDA of the Preliminary Design Plans
		and Reports
Final Detailed Engineering Design	End of the 2 <sup>nd</sup> month	100% of the DED Amount
(DED) Plans and Reports		*upon submission and approval by PFDA of Final DED Plans and Reports

# 14. DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR DURING CONTRACT IMPLEMENTATION

# 13.1 For DED Works

- a. Detailed Engineering Plans
- b. Structural Design Analysis
- c. Boundary Survey
- d. Quantity Calculation
- e. Design Report
- f. Other relevant documents

#### 13.2 For Construction Works

In accordance with the Conditions of Contract, the Contractor shall submit a fully detailed and time-related program in bar chart and critical path form, supported with equipment planning and other inputs required showing the order of procedures and method he proposes to adopt to execute the Works. The critical path shall be clearly shown on this program. The contractor shall obtain advance approval of the format and style of the bar chart from the Engineer who shall be entitled to direct changes to be made in the bar chart to his satisfaction.

The Contractor shall submit with this program a cash-flow estimate in accordance with the Conditions of the Contract. If at any time the Engineer considers that the actual progress of the Works does not conform to the Contractor's program the contractor shall, upon request from the Engineer, prepares and submits for the Engineers Consent a revised program showing the revisions necessary to ensure completion of the Works within the time for completion as define in the Conditions of Contract.

The programme shall include, but is not limited to the following:

- a. Contractor's Mobilization Plan
- b. Contractor's Safety Plan
- c. Drawings Schedule, Shop Drawings, as built drawings;
- d. Schedule of Materials
- e. Maintenance schedule and procedures after completion
- f. Other Relevant documents, such as monthly progress report, quarterly report, final Completion Report etc. as required in the Contract.

# **Section IX. Bill of Quantities**

# CONSTRUCTION OF 20 MT BALER ICE PLANT & ICE STORAGE FACILITY AND OTHER WORKS

#### **BILL OF QUANTITIES**

#### NOTE:

- 1.0 The items, description and quantities given on the first three columns of this list guides only to the Bidder interpreting the plans and specifications. The PFDA is not responsible for any mistakes, inaccuracies, duplications or omissions in these list special quantities which shall never be a basis for additions nor deletions to the scope of work. Only the entries of the Bidder on the last three columns consisting of his own take off quantities from the plans and his unit cost and corresponding sums shall be considered.
- 2.0 These bill of quantities and costing as prepared by the Bidder cannot be used as basis for claims for any extra work, but may only be used solely by the Owner as aid in judging if bid is a responsive bid.
- 3.0 The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM); profit; value added tax, and other obligations of any kind under which the contract must be borne by the Contractor since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents.
- 4.0 Use the Form, "Detailed Estimates (Detailed Unit Price Analysis) in the preparation of Detailed Cost Estimate (Derivation of Unit Cost and Lump Sum Item) for every work item.

Location of the Project : Brgy. Poblacion, Baler, Auroro

# **BID SUMMARY**

ITEM NO.		
	DESCRIPTION	TOTAL BID AMOUNT
PART A.	CONSTRUCTION SAFETY AND HEALTH	
PART B.	SITE DEVELOPMENT	
PART C.	ICE PLANT BUILDING AND EQUIPMENT	
PART D.	CONTAINARIZED COLD STORAGE	
PART E	REFRIGERATED VAN	
PART F.	GENERAL ITEMS	
	GRAND TOTAL	
Tota	l Amount in words	
Pesos		
and centavos		

Date :	_ day of
Signature	
Printed Name :	
In the Capacity as:	
Duly authorized to sign Bid and on behalf of	

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES**

Pay Item No.	Description (Unit Price in words)	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
Part A.	Construction Safety and Health  -Occupational Safety and Health Program	Lump sum	1	In words: Pesos  In Figures: Php	In Figure: Php
				Total Cost Part A:	
In	words		:	Pesos	
In	Figures		:	Php	

Prepared by:	
Name and Signature of Bidder's Authorized Representation	Date:ive
Position	
Name of Bidder	

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES**

Pay Item No.	Description (Unit Price in words)	Unit	Quantity		Unit Price (Pesos)		Amount (Pesos)
(1)	(2)	(3)	(4)		(5)		(6)
Part B.	Site Development						
B.1	Mobilization / Demobilization	Lump Sum	1.00	In	words:	Pesos	In Figure: Ph
				In	Figures:	Php	
B.2	Site Clearing -Clearing and Grubbing	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	-Creating and Grubbing			In	Figures:	Php	
B.3	Earth Works -Excavation, cut & fill, etc.	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	-Excavation, cut & mi, etc.			In	Figures:	Php	
B.4	Concrete Pavement -Curbs Gutter and Sidewalks	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	Caros, Outter and oldewarks			In	Figures:	Php	
В.4	-Curbs, Gutter and Sidewalks		1.00				In Figure.

B.5	Outside Power & Lighting and Water Supply Systems	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	-Outside Power Distribution System			In	Figures:	Php	
	-Power Sub-station						
	-Water Supply Pipe Line System						
	-Storm Drain & Sanitary System						
В.6	Perimeter Fence and Gates -Cyclone Wire Fence	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	-Steel Gates			In	Figures:	Php	
B.7	Miscellaneous Items	Lump Sum	1.00	In	words:	Pesos	In Figure: Php
	-Flag pole & Signage			In	Figures:	Php	
					Total Cost	Part B:	
In	words		:			Pesos	
In	Figures		:			Php	
Prepared	I by:						
			_	Da	ate:		
Name an	d Signature of Bidder's Authorize	d Represen	tative				
	Position		_				
	Name of Bidder						

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES**

Pay Item No.	Description (Unit Price in words)	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
Part C.	Ice Plant Building & Equipment				
C.1	Ice Plant and Ice Storage Building  -20MT Ice Plant and Ice Storage  -Construction of Ice Plant Building complete with ice making area, Ice Storage room, Machine Room, Generator Set Room, Office, Comfort Rooms, and Ice Unloading Area	Sq.m.	500.00	In words: Pesos  In Figures: Php   Total Cost Part C:	
[n	words		:	Pesos	
In	Figures		:	Php	
Prepare	ed by:	d Represen		Date:	

**Position** 

Name of Bidder

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES**

Pay Item No.	Description (Unit Price in words)	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
Part D.	Containerized Cold Storage  -Supply, Install and Commissioning of 40ft containerized ice/cold storage  -Power Supply  -Technical Description	Lump sum	1.00	In words: Pesos In Figures: Php	In Figure: Php
In	words		:	Total Cost Part D: Pesos Php	
Prepare Name a	ed by:  and Signature of Bidder's Authorize  Position  Name of Bidder	ed Represen	ntative	Date:	

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES**

Do			ANTITLES		
Pay Item No.	Description (Unit Price in words)	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
Part E.	General Items  -Permits, Licenses & other Government Documents  -Rental of Service Vehicle for PFDA Engineers  -Provision of Office Equipment Furniture and Supplies  -Temporary Facilities  Pesos	Lump	1.00	In words: Pesos  In Figures: Php  Total Cost Part E:	In Figure: Php
In Figures					
Name a	and Signature of Bidder's Authorize	ed Represen	 tative 	Date:	

27

Name of Bidder

Location of the Project : Brgy. Poblacion, Baler, Aurora

# **BILL OF QUANTITIES SUMMARY**

Pay Item No.	Description (Unit Price in words)	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
Part A					
Part B					
Part C					
Part D					
Part E					
TOTAL					
In words: I		Figures:		Ph	pp
Prepare	d by:				
Name an	nd Signature of Bidder's Authori Position	zed Represen	ntative	Date:	
·	Name of Bidder		_		

# **Section X. Bidding Forms/ Contract Forms**

### CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENT

### 1. TECHNICAL COMPONENT ENVELOPE

### **CLASS "A" DOCUMENTS**

<u>Legal Do</u>	<u>ocuments</u>
(a)	
(b)	pages); or  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
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technica</u>	al Documents
(e)	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; <b>and</b>
(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <b>and</b>
(g)	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
(h)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  or
	riginal copy of Notarized Bid Securing Declaration; and
(i)	Project Requirements, which shall include the following:
$\vdash$	a. Organizational chart for the contract to be bid;
	b. List of contractor's key personnel (For the DED Phase e.g., Team Leader, Sr. Civil Engineer, Professional Electrical Engineer, Professional Mechanical Engineer, Quantity/Cost Engineer, Document Specialist/Specs. Writer; and For the Construction Phase e.g., Project Engineer, Electrical Engineer, Mechanical Engineer, Materials Engineer, Safety Officer/Engineer and Foreman), 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
	d. Original duly signed Statement of Availability of Key Personnel and Equipment
	(j) 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.
	(k) Original Notarized Affidavit of Site Inspection;
	(I) Original and duly signed List of Proposed Subcontractors;
	(m) Original and duly signed Letter of Authority to Validate Submitted Documents.
<b></b>	
Finan	(n) The prospective bidder's audited financial statements, showing, among
	(n) 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
	(o) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
	CLASS "B" DOCUMENTS
	CLASS B DOCUMENTS
	(p) 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.
2. FINANC	CIAL COMPONENT ENVELOPE
	(q) Original of duly signed and accomplished Financial Bid Form; <b>and</b>
Other do	cumentary requirements under RA No. 9184
	(r) Original of duly signed Rid Prices in the Rill of Overtities, and
	<ul> <li>(r) Original of duly signed Bid Prices in the Bill of Quantities; <u>and</u></li> <li>(s) Duly accomplished Detailed Estimates Form, including a summary sheet</li> </ul>
	indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and  (t) Cash Flow by Quarter.

# TECHNICAL COMPONENT ENVELOPE Class "A" Document

**Technical Documents** 

# LIST OF ON-GOING GOVERNMENT and PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Name of Contract/Location	a. Owner Name		Contractor's Role			Date Awarded	% of Acc	Value of	
Project Cost	b. Address c. Telephone Nos.	Nature of Work	Description	%	b. c.	Date Started Date of Completion	Planned	Actual	Outstanding Works
<u>Sovernment</u>									
<u>Private</u>									
Note: This statement shall be supported	d with:						Total Cos	t	

•

(Printed Name & Signature)

Submitted by

Designation Date

# STATEMENT SHOWING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

Name of Contract	a. Owner Name		Contractor's	s Role	a. Amount at Award	a. Date Awarded	
Name of Contract	b. Address c. Telephone Nos.	Nature of Work	Description %		b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed	
<u>vernment</u>							
<u>vate</u>							
	pported with: cceptance or the Certificate of Completion nstructor Performance Evaluation Summ		ich must be satisfa	actory.			

Date

### **Bid-Securing Declaration FORM**

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

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

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request:
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

Affiant

<b>SUBSCRIBED AND SWORN</b> 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

# **BID SECURITY FORM (BANK GUARANTEE)**

WHEREA submitted his bid "the Bid").	S, <u>(Name of</u> dated <u>(Date)</u>				
of Country) (hereinafter calle		gistered office bound unto _ in the sum of _	at (Name of the	Procuring L _ for which p	Entity) Dayment
SEALED v 20	with the Common	Seal of the said	d Bank this	_ day of	
THE CONDITION	NS of this obligati	on are:			
<ol> <li>If the Bid Form of</li> </ol>	dder withdraws his Bid; or	s Bid during the	period of bid val	lidity specific	ed in the
	idder does not ac accordance with t	•		cal errors o	f his bid
	dder having been ne period of bid va		cceptance of his	bid by the E	mployer
,	Is or refuses to e e Instructions to E		•	in accorda	nce with
,	Is or refuses to fue Instructions to E		rmance Security	in accorda	nce with
we undertake to written demand, that in his deman him owning to the occurred condition	without the Emp nd the Employer e occurrence of o	loyer having to will note that the	substantiate his ne amount claim	s demand, p ed by him i	orovided s due to
days after the d Instructions to B extension(s) to the	idders or as it m	nission of Bids nay be extende waived. Any o	as such deadli d by the Employ demand in respe	ine is state yer, notice o	d in the of which
DATE		SIGNATURE	OF	THE	BANK
WITNESS		SEAL			

<sup>\*</sup> To be accompanied by a confirmation from the bank that it issued the Bank Guarantee

#### **BID SECURITY: SURETY BOND**

BOND NO.:
DATE BOND EXECUTED:
By this bond, We <u>(Name of Bidder)</u> (hereinafter called "the Principal") as Principal and <u>(Name of Surety)</u> of the country of <u>(Name of Country of Surety)</u> , authorized to transact business in the country of <u>(Name of Country of Employer)</u> (hereinafter called "the Surety") are held and firmly bound unto <u>(Name of Employer)</u> (hereinafter called "the Employer") as Obligee, in the sum of, callable on demand, for the payment of which sum, well
and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
SEALED with our seals and dated this day of 20
WHEREAS, the Principal has submitted a written Bid to the Employer dated the day of 20, for the(hereinafter called "the Bid").
NOW THEREFORE the conditions of this obligation are:

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders: or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders:

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum that the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL	SURETY
SIGNATURE(S)	SIGNATURES(S)
NAME(S) AND TITLE(S)	NAME(S)
SEAL	SEAL

Insurance Commission Logo

# Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue

### CERTIFICATION

This is to certify that [NAME OF INSURANCE COMPANY] is licensed to transact non-life insurance business in the Philippines for [state lines such as FIRE, MARINE, CASUALTY and SURETY] lines under Certificate of Authority No effective [date day/month/year] until [date: day/month/year], unless sooner revoked or suspended fo cause.
It is certified, moreover, that <b>[NAME OF INSURANCE COMPANY]</b> is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued [state surety bond: [type of surety bond] with <b>[BOND NUMBER]</b> which <b>callable upon demand</b> togethe with the principal <b>[NAME OF THE PRINCIPAL]</b> in favor of the obligee <b>[NAME OF THE OBLIGEE]</b> in the amount of <b>[AMOUNT OF WORDS]</b> (Php) for the project: <b>[NAME OF THE PROJECT]</b> , certified photocopy [or duplicate] of said bond was submitted by the company to the Insurance Commission.
This Certification is issued upon the request of [NAME OF THE REQUESTING PERSON], [Position] of [Name of Insurance Company], pursuant to the Revised implementing Rules and Regulations of R.A. No. 9184.
Issued on this [day/month/year].  City of Manila, Philippines.
For the Insurance Commissioner:

[NAME OF THE IC DIVISION MANAGER]
IC Division Manager
Regulation, Enforcement,
& Prosecution Division

<sup>\*</sup> To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security

### CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

awarded to hir	the Organizational Chart that the Contractor intends to use to execute the Contract in to include in the chart, among others, the names of the required proposed Key indicated in ITB Clause 10.4 of the Bid Data Sheet and other Key Engineering
	Attach the required Proposed Organizational Chart for the Contract as stated above

Note: This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT (DESIGN PHASE).

	QUA	ALIFICAI	ION OF N	EIPERS	DININEL	PROPOSI	LD IO BE	ASSIGN	EDIOI	HE CONT	KACI (DI	ESIGN PF	IASE)	1
			Team Leader		Sr. Civil Engineer	Professional Electrical Engineer	Professional Mechanical Engineer						Quantity/ Cost Engineer	Specification Writer
1	Name													
2	Address													
3	Date of Birth													
4	Employed Since													
5	Experience													
	Total	Required	10		8	8	8						8	8
	Experience (Years)	Actual												
	Experience in Similar	Required	5		5	5	5						5	5
	Project (Years)	Actual												
6	Previous Employr	ment												
7	Education													
8	PRC License/Accredita training (as requir Attached Supportir validation purpose	ed) ng Documents for es				e requirements for ea								

Submitted by	:
	(Printed Name & Signature)
Designation	·
Date	:

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT (CONSTRUCTION PHASE)

	Q O A L II		O: :\L::			OOLD I	O DE AG	JIOI1ED I	O IIIL O	CHIRAC	, (55,15)	1100110		,
			Project Engineer		Electrical Engineer	Mechanical Engineer			Materials Engineer	Safety Officer/ Engineer			Foreman	
1	Name													
2	Address													
3	Date of Birth													
4	Employed Since													
5	Experience													
	Total Experience (Years)	Required	8		8	8			5	5			10	
		Actual												
	Experience in Similar	Required	5		5	5			3	3			5	
	Project (Years)	Actual												
6	Previous Employr	ment												
7	Education													
8	PRC License/Accreditation/Certification/ training (as required) Attached Supporting Documents for validation purposes		Asidha Did Data	Sheet for the minimu		and the second second								

Note: Refer to ITB Clause 10.4 of the Bid Data Sheet for the minimum work experience requirements for each key personnel.

<u>:</u>
(Printed Name & Signature)
:
:

# KEY PERSONNEL (FORMAT OF BIO-DATA/RESUME)

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

-	Authorized Managing Officer / Repres	sentative	
-	Sustained Technical Employee		
1.	Name	:	
2.	Date of Birth	:	
3.	Nationality	:	
4.	Education and Degrees	:	
5.	Specialty	:	
6.	Registration :		
7.	Length of Service with the Firm	: Year from (months) (year) To (months) (year)	
8.	Years of Experience :		
9.	If Item 7 is less than the required num employers. (attached additional sheet.  Name and Address of Employer	nber of years, give name and length of service with previous t/s), if necessary: <u>Length of Service</u>	
		year(s) from to year(s) from to year(s) from to	
10.	Experience:		
		ars of experience required under ITB Clause 12.1b (ii.2) of the Biddid key personnel (Attached as many pages as necessary to shousing the format below).	
1.	Name	:	
2.	Name and Address of Owner	:	
3.	Name and Address of the Owner's Engineer (Consultant)	:	
4.	Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project)	;	
5.	Contract Amount Expressed in Philippine Currency	:	
6.	Position	:	

7.	Structures for which the employee was responsible	:			
8.	Assignment Period	:	from _ to _	(months) (months)	(years) (years)
Na	me and Signature of Employee				
	s hereby certified that the above personpany.	onnel ca	an be assigned	to this project, if the	contract is awarded to our
	(Place and Date)			The Authorized Repre	sentative)

### Philippine Fisheries Development Authority (PFDA)

**Contract Name:** 

personnel.

**Location of the Contract:** 

CONTRACTOR'S CERTIFICATION ON	KEY PERSONNEL FOR	R THE CONTRACT		
Date of Issuance: Name of Head of Procuring Entity: Position: Name of Procuring Entity: Address:				
Dear Sir/Madame:				
Supplementing our Organizational chart for the as true and correct, the following information:  1. We have engaged the services of the following position indicated in the above stated Control.	wing key personnel to per	•		
a. For Design Services				
Proposed Position	Name	Years of Experience in Similar Position		
Team Leader				
Sr. Civil Engineer				
Professional Electrical Engineer				
Professional Mechanical Engineer				
Quantity/Cost Engineer				
Document Specialist/Specs. Writer				
b. Civil Works  Proposed Position	Name	Years of Experience		
-		in Similar Position		
Project Engineer				
Electrical Engineer				
Mechanical Engineer				
Materials/Quality Control Engineer				
Safety Engineer/Officer				
Foreman				
2. We submit the enclosed affidavits of Co	mmitment to work on th	e Contract of these key		

3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provision of the contract, including the Conditions of Contract, specifications, and Drawings, and that they shall be personally present it the jobsite during the period of their assignment in the contract.

- 4. In event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and bio data of the proposed replacement whose experience shall be equal to or better than the person to be replaced.
- 5. We understand that any violation of the above stated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the PFDA.

Very Truly Yours,

Name and Signature of Bidder's Authorized Representative

# Philippine Fisheries Development Authority (PFDA)

Contract Name: Location of the Contract:												
KEY PERSONNEL'S AFFI	DAVIT OF COMN CONTRACT	MITMENT T	ГО WORK (	ON THE								
Date of Issuance												
Name of Head of Procuring Entity Position Name of Procuring Entity Address												
Dear Sir/Madame:												
I confirm that <u>Name of Contract</u> in the above stated Contract if it			r the position	of								
awarded to the Contractor, and I duties of such position in according Drawings, and other provisions	I, therefore, commit to assume the said position in the above stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.											
3. I do not allow the use of my nar Contract without my commitme so shall be a sufficient ground biddings of the PFDA.	ent to assume the sa	id position,	since I under	stand that to do								
1. I submit, and certify as true and	correct, my bio-da	ta as follow	s:									
<ul> <li>a. Name</li> <li>b. Date of Birth</li> <li>c. Nationality</li> <li>d. Educational Attainment</li> <li>e. Specialty</li> <li>f. PRC License No. and Date</li> <li>g. Tax Information No. (TIN)</li> <li>h. Employment Record</li> </ul>												
Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.								
		1	1									

## i. Work Experience (Projects Handled):

i. Proj. Name & Location ii. Owner's Name & Address iii. My Position Completed Projects:	i. Proj. Description ii. Total Proj. Cost	i. Part of Pr Handled ii. Cost of P	ii. Co	rt Date mpl. Date
On-going Projects:				
Very truly yours,	(use another sheet, if r	iecessary)		
Name and Signature of Persons  Noted by:	<u>nel</u>			
Name and Signature of Contrac	ctor's Authorized Repr	<u>resentative</u>		
REPUBLIC OF THE PHILIPP CITY OF	INES) _)			
SUBSCRIBED and SWORN 7, affiant of issued at,	exhibiting to me his/he	er Residence C	Certificate No.	
			Notary Public	
Doc. No. Page No. Book No. Series No.		Until PTR No. Issued at Issued on		

# LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS, PLEDGED TO THE PROPOSED CONTRACT

Minimum Required Equipment	No. of units	Model/ Year Manufactured	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Specific Location	Condition	Owned with attached Proof	Leased with attached Proof from the Lessor	Under Purchase Agreement with attached Proof from the Vendor
	1	1						1	1	1

This Certifies that the above list of equipment are in good working condition and will be available for use during the execution of the Project.

Submitted by	:
•	(Printed Name & Signature)
Designation	:
Date	:

Note:

**Business Name Business Address** 

<sup>(</sup>a) if owned: Submit proof of ownership of equipment i.e. receipt, etc.

<sup>(</sup>b) If leased and/or under purchase agreement: submit proof of lease and/or under purchase agreement (with corresponding engine numbers, chassis numbers and/or serial numbers) and Certification of availability of equipment in good working condition for the duration of the Project issued by the Equipment Lessor/Vendor.

# STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

[Name of the Head of the Procuring Entity]
[Position of the Head of the Procuring Entity]
[Name of Procuring Entity]
[Address of Procuring Entity]

Attention : The Chairman

**Bids and Awards Committee** 

Dear Sir:

In compliance with the requirements of the Philippine Fisheries Development Authority (PFDA) for the bidding of the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex, we certify that [Name of the Bidder] has in its employ key personnel, such as Project Manager, Senior Architect. Project Engineers, Materials Engineer, Safety Officer and Foreman 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 agreement that may be used for the construction contracts.

Very truly yours,

[Name of the Representative] [Position] [Name of Bidder]

#### **Omnibus Sworn Statement**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

	<b>WHEREOF</b> , _, Philippines.	hereunto	set	my	hand	this		day	of	,	20	at
		[]	t N I .	^ ^ <i>^ _</i>		יחחר	- C	) D 1T	· ^		0 DIZE	

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

Affiant

<b>SUBSCRIBED AND SWORN</b> to before me this day of <i>[month] [year]</i> at <i>[place of execution]</i> , 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

## **AFFIDAVIT OF SITE INSPECTION**

	(Representative of the Bidder) , of legal age, (civil status), Filipino and residing (Address of the Representative), under oath, hereby depose and say:
1.	That I am the(Position in the Bidder) of the(Name of the Bidder), with office a(Address of the Bidder);
2.	That I have inspected the site for the Construction of 20 MT Baler Ice Plant and Ice Storage Facility and Other Works;
3.	That I am making this statement as part of the requirement for the Technical Proposal of the <a href="Months: (Name of the Bidder)">(Name of the Bidder)</a> for the Construction of 20 MT Baler Ice Plant and Ice Storage Facility and Other Works.
	WITNESS WHEREOF, I have hereunto set my hand this day of, 20 a, Philippines.
	[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant
thr No us	SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of ecution], Philippines. Affiant/s is/are personally known to me and was/were identified by me ough competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. o. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification carded], with his/her photograph and signature appearing thereon, with no and sher 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]
Pa Bo	oc. No ge No ok No

### **LIST OF PROPOSED Subcontractors**

The Bidder is required to insert below the names of all Subcontractors (to include the Specialty Subcontractors) proposed for the Project and to indicate the specific work they will be required to undertake:

Name of Subcontractors	Elements of Work to be Undertaken
	I

Provision of the above information shall not be taken to mean that the above-named Subcontractors will be acceptable in the event that the Bidder is awarded the Contract. Before being allowed to sublet any element of work, the selected Contractor will be required to further demonstrate the capabilities of the proposed Subcontractor and seek permission from the Engineer to sublet such work to that Subcontractor.

(Signed by Authorized	Representative of
the Bidder):	
Date:	

### LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The General Manager Philippine Fisheries Development Authority PCA Annex Bldg., Elliptical Rd., Diliman Quezon City

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

Quezon City				
Attention	:	The Chairman Bids and Awa	n ards Committee	
Dear Sir/Madan	ne:			
Reference is ma	ade to o	ur Application	for eligibility and t	to Bid for the hereunder contract
Name of Contra Location Brief Description		:		
authorize the Pl	hilippine cuments	Fisheries Dev and information	elopment Authoriton submitted here	enting rules and Regulations (IRR), we/I hereby ity or its authorized representative/s to verify the ewith to substantiate our eligibility to participate
You may contact	ct the fol	lowing persons	s to provide furthe	er information with regard to this application:
a. Technical M	atters		NAME	TEL. NUMBER FAX NUMBER
b. Financial Ma	atters			
c. Personnel M	latters			
Very truly yours	5,			
Name of firm/Co	ontractor	•		
Ву:				
Name and Sign Position/Design				

# TECHNICAL COMPONENT ENVELOPE Class "A" Document

**Financial Documents** 

# COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Firm's/Contractor's assets and liabilities on the basis of the audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding contracts includi those awarded contracts but not yet started	ng
NFCC = Php	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

Submitted by:	
Name of Firm / Contractor	
Signature of Authorized Representative	_
Date:	

#### NOTE:

As per Section 23.1.b) of IRR of R.A.9184: For Joint Venture Bidder, the partner responsible to submit the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.

FINANCIAL COMPONENT ENVELOPE	

#### BID FORM FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS

[shall be submitted with the Bid]


#### **BID FORM**

Date : _	
Project Identification No. :	

To: [name and address of Procuring Entity]

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract]:
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- 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

\_

<sup>&</sup>lt;sup>2</sup> currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- I. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

# SUMMARY SHEET INDICATING THE UNIT PRICES OF CONSTRUCTION MATERIALS, LABOR RATES AND EQUIPMENT RENTALS

The Bidder shall submit Summary Sheets indicating the unit prices of construction materials, labor rates and equipment rentals/owned/leased used in coming up with the Bid.

AS ATTACHMENT

Contract Name	·
Location	<u>:</u>

#### CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	%	1 <sup>ST</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
	WT.	Quarter	Quarter	Quarter									
ACCOMPLISHMENT													
CASH FLOW													
CUMULATIVE													
ACCOMPLISHMENT													
CUMULATIVE CASH													
FLOW													

Submitted by:	
Name of the Representative of the Bidder	Date:
<u>Position</u>	
Name of the Bidder	

One of the requirements from the bidder to be included in its Financial Component Envelope is the Cash Flow by Quarter and Payment Schedule.

#### **DRAFT CONTRACT**

#### **CONTRACT AGREEMENT FORM**

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

#### CONTRACT AGREEMENT

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Signatory's Legal Capacity]

for: [Insert Procuring Entity] [Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

#### **Acknowledgment**

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

## DRAFT Contract Agreement PROPOSED DESIGN-AND-BUILD WORKS ON (Name of Project)

K١	OW ALL PERSONS BY THESE PRESENTS:
be	This Contract, made and entered into this day of by and tween:
	The PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA), a government-owned corporation, established under Presidential Decree No. 977, with principal office address at the 2nd-4th Floors, PCA Annex Building, Elliptical Road, Diliman, Quezon City, herein represented by its General Manager, ATTY. GLEN A. PANGAPALAN and hereinafter referred as the AUTHORITY.
	- AND-
	Whereas, the Philippine Fisheries Development Authority (PFDA) is empowered by Department of Agriculture (DA) to implement the Post-Harvest and other Infrastructure mponent of the;
ha	WHEREAS, in a public bidding conducted by the Authority, the bid of the Contractor sbeen determined as the lowest calculated responsive bid;
the	WHEREAS, under Board Resolution No dated PFDA Board of Directors award the Contract for
	NOW, THEREFORE, for and in consideration of the foregoing premises and mutual venants, stipulation and agreements herein contain, the Authority and the Contractor have reed, as they do hereby agree and contract, as follows:
	ARTICLE I
	CONTRACT DOCUMENTS
to do	The following documents, hereinafter referred to as Contract Documents, shall be deemed egral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue govern and control in full force and effects the rights and obligations of the parties as if the cuments were set forth in full except as otherwise modified by mutual agreement in writing both parties, to wit:
a)	Contract Agreement
b)	Conditions of Contract
c)	Drawings/Plans
d)	Specifications
e)	Invitation to Bid

- f) Instruction to Bidders
- g) Addenda
- h) Bid Form including the following Annexes in Two (2) Envelopes:

The First Envelope shall contain of the eligibility and technical documents:

(a) Eligibility Documents:

#### Class "A" Documents

- Registration Certificate from Securities & Exchange Commission (SEC) or Department of Trade and Industry (DTI)
- 2. Mayor's permit
- 3. Statement of all its on-going and completed government and private contracts
- 4. PCAB License
- 5. Audited financial statements
- 6. NFCC computation
- 7. Tax Clearance

#### Class "B" Document:

- 1. Joint Venture Agreement, if applicable
- (b) Technical Documents
  - 1. Bid security as to form, amount and validity period
  - 2. Organizational chart
  - 3. List of contractor's personnel
  - 4. List of contractor's equipment units, owned or leased
  - 5. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184
  - 6. Affidavit of Site Inspection

The Second Envelope (Financial Proposal) shall contain the following:

- 1. Bid prices in the bill of quantities in the prescribed bid form
- 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
- 3. Breakdown of Lump Sum Bid items

- 4. Cash flow by the quarter and payment schedule
- i) Performance Security
- j) Notice of Award of contract and contractor's "conforme" thereto
- k) Other contract documents that may be required by the Authority

The Contract Documents shall be complementary and supplementary to each other and what is called for or prescribed by one shall be considered as if called or prescribed by the other. In case of any discrepancy between, or of any defective prescription, errors, omissions, or ambiguity in any of the Contract Documents, the Contractor shall promptly submit the matter in writing. Such determination by the Authority shall be final and binding upon the Contractor and the latter shall accordingly proceed with the work strictly in accordance with such determination.

#### **ARTICLE II**

#### **CONTRACTOR'S UNDERTAKING**

The Contractor shall, in accordance with the provision and subject to the terms and conditions contained in the Contract Documents and supplied by the Authority and the Authority's written corrective determination mentioned in Article I hereof, fully and faithfully furnish to the satisfaction of the Authority all necessary labor, equipment, materials, tools, supplies, machinery and perform all operations (including mobilization, supervision and other similar or necessary acts) required for the \_\_\_\_\_\_ complete and ready for use and services as per plans and specifications.

#### **ARTICLE III**

#### CONTRACT PRICE

In consideration of the work to be performed by the Contractor as specified in Article II, the Authority shall pay the Contractor the fixed sum of \_\_\_\_\_\_ in the manner herein prescribed. It is understood that that all billings shall be based on work actually performed as verified by the Authority.

All payments made by the Authority to the Contractor shall be at all times subject to the usual government accounting and auditing procedures and requirements.

This amount is deemed full compensation for everything furnished and done by the Contractor under this Contract, including all works required but not specifically mentioned and also for all losses or damages arising out of the work aforesaid from the action of the elements or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the Contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

## ARTICLE IV MANNER OF PAYMENT

The Authority	shall pa	y the	Contractor the Price of
·	•	•	subject to the following terms and conditions:

- 1. The CONTRACTOR, upon his request shall receive from the AUTHORITY an advance payment equivalent to fifteen percent (15%) of the total Contract Price.
- 2. The advance payment shall be made only upon submission to and acceptance by the AUTHORITY of an irrevocable standby letter of credit of equivalent value from a commercial bank or a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commissioner and confirmed by the AUTHORITY.
- 3. The advance payments shall be repaid by the Contractor by deducting fifteen percent (15%) from its periodic progress payments.
- 4. The AUTHORITY shall have the right to deduct from the CONTRACTOR progress billing certain amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project.
- 5. The CONTRACTOR, shall therefore, receive its progress payment less the retention money, 2.0% expanded withholding tax, 5% Final VAT and other deductions provided for the Contractor, if any.

#### **ARTICLE V**

#### **WORK COMPLETION**

The work called for in this Contract, as specified in Article II hereof, shall be completed within \_\_\_\_\_ calendar days. This Contract time shall commence to run after ten (10) calendar days following the receipt by the CONTRACTOR of the Notice to Proceed issued by the AUTHORITY.

The CONTRACTOR, may, however, ask for extension of the contract period through a written request submitted to the AUTHORITY 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 arises.

Condition for the granting of extension of contract time shall be based on the applicable provisions of the Implementing Rules and Regulations of RA 9184.

#### **ARTICLE VI**

#### PERFORMANCE SECURITY

Before the signing of the Contract, the Contractor shall furnish the AUTHORITY a performance security in the form of cash, certified check, manager's check, cashier's check, bank draft, bank guarantee, letter of credit issued by a reputable bank, surety bond callable on demand, issued by the Government Service Insurance System or by a surety or insurance companies duly accredited by the Office of the Insurance Commissioner, or a combination thereof, in accordance with the following schedule:

a. Cash, or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal of Commercial Bank-ten percent (10%) of the total contract price.

b. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance commission as authorized to issue such security-thirty percent (30%) of the contract price.

The performance security shall be posted in favor of the AUTHORITY and shall guarantee the faithful performance by the CONTRACTOR of its obligations under the contract prepared in accordance with the bidding documents.

The performance security shall be posted in favor of the AUTHORITY, and shall be forfeited in favor of the AUTHORITY in the event it is established that the CONTRACTOR is in default in its obligations in this contract.

The following provisions shall form part of the performance security: "The right to institute action on the penal bond pursuant to Act No. 3688 if any individual firm, partnership, corporation and association supplying the CONTRACTOR with labor and material for the prosecution of the work is hereby acknowledge and confirmed.

Subject to the conditions of the contract, the performance security may be released by the AUTHORITY after the issuance of the Certificate of Completion of the contract, provided that there are no claims for labor and materials filed against the contractor or the surety company.

The CONTRACTOR shall post an additional performance security to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of adjustments in unit prices, and/or change orders extra work orders, and supplemental agreements. The CONTRACTOR shall post the extension of the validity of the performance security to cover approved contract time extensions.

#### **ARTICLE VII**

#### **RETENTIONS**

The AUTHORITY shall deduct and withhold from every progress payment due to the Contractor an amount equivalent to ten percent (10%) of the amount due as retention. After fifty percent (50%) of the work shall have been completed to the satisfaction of the AUTHORITY and in accordance with the time schedule of work completion, no further amount shall be withheld or retained from any subsequent progress payments.

All amounts withheld or retained shall be paid to the Contractor upon final acceptance of the work and only after presentation to the Authority by the Contractor of a Guaranty Bond issued by the GSIS in an amount equivalent to ten percent (10%) of the total contract price including the cost of extra work if any, and affidavit executed by the Contractor stating that all wages and salaries of each employee, cost of materials and/or supplies, damages if any, or other obligations arising out this contract, whether directly or indirectly have all been fully paid or settled, subject to No. 5 Art. Hereof.

#### **ARTICLE VIII**

#### **OPTION TO COMPLETE WORK**

In any case the CONTRACTOR, at any time before the satisfactory completion of the work and acceptance by the Authority of the project, should fail, refuse or neglect to supply

the needed materials, equipment or workmen or should abandon the project, the Authority may, at its option, provide materials, equipment and all necessary labor, after giving the Contractor a written notice at least three (3) days before supplying the said materials, equipment or labor in order to complete the project.

The AUTHORITY may then proceed with the execution of the project in accordance with the plans and specifications until the same is completed. The AUTHORITY may, in the same event, engage the service of another Contractor to complete the work in accordance with the contract. In any case, the AUTHORITY shall have the right to charge the cost of completion of the project to the Contractor, directly against his performance security, if under this or if any other contract. Nothing in this Article shall relieve the Contractor or in any diminish its responsibility to the AUTHORITY for all cases, the Contractor shall be liable to the AUTHORITY for all forms of damages that may be suffered by it, by reason of the Contractor's failure, refusal or neglect to supply the necessary materials, equipment and labor or its abandonment of the project.

#### **ARTICLE IX**

#### **DELAY AND LIQUIDATED DAMAGES**

It is understood that in the execution of the work herein contracted, time is of essence. For that matter, if the Contractor refuses or fails to complete the undertaking called for within the contract period as specified herein, or any extension or extensions thereof, the Contractor shall pay the AUTHORITY the fixed and liquidated damages or to collect or charge such liquidated damages against the performance security filed by the Contractor or from the retention money, whichever is convenient and expeditious to the AUTHORITY; provided, however, that no liquidated damages or any excess cost shall be charged when the delay in the completion of the undertaking is due to unforeseeable of fortuitous events or causes beyond the control and without the fault or negligence of the Contractor, or to any cause directly attribution to the AUTHORITY.

The determination of the amount of liquidated damages shall be based on the applicable provisions of RA 9184.

#### **ARTICLE X**

#### LIABILITY TO THIRD PERSONS

All damages and losses of whatever nature that may be suffered by third persons as a result, directly or indirectly, of the fault or negligence of the Contractor in the execution of its work or performance of its undertaking under this contract shall be sole responsibility of the Contractor. The Contractor therefore shall save and hold the AUTHORITY free and exempt from all claims for damages, losses, penalties and liabilities of whatever kind or nature including all causes of action, suits, judgments arising from death or injury to person or damage to property resulting from the Contractor's fault or failure to exercise the diligence required in the execution of its work and in the performance of its undertakings.

It is the duty of the Contractor, in order to minimize if not eliminate the incidence of such damages or losses that may be inflicted upon third persons, to provide all necessary safeguards including the posting of warning signs strategic points of the work area and its vicinity to the end that incidents that may result in injury or death to persons and damage to property may be avoided or prevented.

#### **ARTICLE XI**

#### **WARRANTY**

The Contractor shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance by the AUTHORITY 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 and shall be required to put up a warranty security in accordance with the following schedule:

- a. Cash or letter of credit five percent of the contract price
- b. Bank guarantee ten percent of the contract price
- c. Surety bond callable on demand thirty percent of the contract price

The warranty security shall remain effective during the applicable warranty period in Section 62.2; specifically under sub-sections 62.2.1; 62.2.2; 62.2.3; and 62.2.4 of RA 9184 and shall be returned only after the lapse of the said warranty period.

#### **ARTICLE XII**

#### NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Contractor is not an employee of the AUTHORITY and there is absolutely no employer employee relationship between them. All personnel, workmen and laborers hired by the Contractor, all persons contracted by its sub-contractors, if allowed under Art. XVII hereof, for the work shall be deemed employees or agents of the Contractor solely and never that of the AUTHORITY. Hence, personal injury or death, or any other forms of damages, caused by the said employees or agents or sub-contractor.

#### **ARTICLE XIII**

#### SUPPLETORY USE OF CONTRACT DOCUMENTS

The contract documents shall be suppletory to this contract. Any and all deficiencies in the provision of this contract intended to be covered hereby otherwise connected with or related to the project covered hereby, but no expressly covered by the provisions of this contract, shall be supplied by the contract documents.

In case of irreconcilable conflict between the provisions of the contract documents and agreement, the latter shall prevail.

#### **ARTICLE XIV**

#### **VALIDITY CLAUSE**

If any or any condition of this contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

#### **ARTICLE XV**

#### CONTRACT TERMINATION AND JURISDICTION

Should the Contractor fail to comply with any of its obligations and responsibilities or violate any of the terms and conditions hereof, the AUTHORITY may terminate this contract without need of judicial action or intervention by serving upon the Contractor a written notice to that effect at least fifteen (15) days prior to the intended date of termination; provided, that such termination shall not relieve the Contractor of its liabilities and responsibilities under this contract nor shall the AUTHORITY, by such termination be deemed to have waived any right that may have accrued in its favor and against the Contractor.

#### **ARTICLE XVI**

#### TAXES, DUTIES AND FEES

The Contractor shall give all necessary notice to and obtain the necessary permits and sanction of the proper government authorities in respect to the project. All taxes, duties and fees of whatever nature arising out of, or connected with this contract, execution of work contemplated herein, or which may be due and payable in all tools, equipment, labor and materials, plants, supplies and other facilities necessary for the performance and accomplishment of the project, including the transport or movement thereof, shall be for the sole account and responsibility of the Contractor. Any fee, imposition, charge, fine, penalty or loss or damage paid or incurred by the AUTHORITY by reason of any breach of this stipulation by the Contractor shall be reimbursed by the Contractor as soon as the demand therefore is made by the AUTHORITY.

The Contractor certifies under oath that is free and clear of all tax liabilities to the government and will pay the taxes in full and on time. Failure to do so will entitle the AUTHORITY to suspend payment for the work accomplished by the Contractor. Moreover, the Contractor is required to regularly present within the duration of the contract, appropriate tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

#### **ARTICLE XVII**

#### **ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not assign its rights or obligations under this contract, nor subcontract any portion of the work covered by this contract, without the prior written approval of the AUTHORITY. Violation of these conditions shall be sufficient ground for the termination by the AUTHORITY of this contract.

#### **ARTICLE XVIII**

#### **NON-WAIVER OF RIGHTS**

No document, except the Certificate of Final Acceptance, shall be accepted as evidence of the satisfactory completion of the project. No proof of payment shall be taken or construed as an acceptance of satisfactory performance of the work or the good quality of the materials used, whether in whole or in part as contemplated in this contract.

#### **ARTICLE XIX**

#### **VENUE OF ACTION**

The venue of any action or suit arising out of or necessarily connected with this contract for whatever cause shall be the proper courts of Quezon City.

#### **ARTICLE XXI**

#### **CONTRACT EFFECTIVITY**

Notwithstanding, full compliance with all the legal requirements for the effectivity of this contract, no rights or obligations shall be accrues in favor of any against any party hereunder unless and until written certification to the funds cover the cost of the contract are available is issued by the Chief, Accountant of the AUTHORITY, who shall, for this purpose, affix her/his signature hereon as an instrumental witness and certify to the availability of funds pursuant to and in accordance with the existing laws.

IN WITNESS WHEREOF, the partie their names through their respective author in Quezon City.		ract to be signed in
PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY		
BY:	BY:	
General Manager		
SIGNED IN THE PRESENCE OF:		
Accounting Division		

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIP	PINES)	
QUEZON CITY	) S.S.	
		Quezon City, personally appeared on this the following persons with their valid
Name		Type of I.D. & No.
	ages including this i	persons who executed the foregoing Contractoge and they acknowledge to me that the
WITNESS, MY HANI	O AND SEAL, in the	date and place, first above written.
		Notary Public
Doc. No Page No.		
Book No		
Series of		

#### PERFORMANCE SECURING DECLARATION

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

<b>SUBSCRIBED AND SWORN</b> to before me this day of <i>[month] [year]</i> at <i>[place of execution]</i> , 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

# FOR DESIGN AND CONSTRUCTION: TECHNICAL ASPECTS

(To be included as Supporting Documents in the First Envelope)

#### **TPF 1. DESIGNER'S REFERENCES**

#### **Relevant Services Carried Out That Best Illustrate Qualifications**

Using the format below, provide information on each project for which your firm/entity, either individually, as a corporate entity, or as one of the major companies within an association, was legally contracted.

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your
•		Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Project:
Start Date (Month/Year):	Completion Date of Dat	Approx. Value of Services (in Current
	(Month/Year):	US\$):
Name of Associated Consul	ltants, if any:	No. of Months of Professional Staff
		Provided by Associated Consultants:
Name of Senior Staff (Proje	ct Director/Coordinator, Tear	n Leader) Involved and Functions Perform
Narrative Description of Pro	oject:	
Description of Actual Servi	ces Provided by Your Staff:	
Narrative Description of Pro	oject:	in Leader) involved and Functions Fer

## TPF 2. COMMENTS AND SUGGESTIONS OF DESIGNER ON THE TERMS OF REFERENCE, MINIMUM PERFORMANCE STANDARDS AND SPECIFICATIONS (MPSS), AND DATA PROVIDED BY THE PROCURING ENTITY

<ol> <li>1.</li> <li>2.</li> <li>3.</li> <li>Minimum Performance Specifications and Parameters:</li> <li>1.</li> <li>2.</li> <li>3.</li> <li>Data Provided by the Procuring Entity:</li> <li>1.</li> </ol>
<ul> <li>3.</li> <li>Minimum Performance Specifications and Parameters:</li> <li>1.</li> <li>2.</li> <li>3.</li> <li>Data Provided by the Procuring Entity:</li> </ul>
Minimum Performance Specifications and Parameters:  1.  2.  3.  Data Provided by the Procuring Entity:
<ol> <li>2.</li> <li>3.</li> <li>Data Provided by the Procuring Entity:</li> </ol>
<ul><li>2.</li><li>3.</li><li>Data Provided by the Procuring Entity:</li></ul>
3.  Data Provided by the Procuring Entity:
Data Provided by the Procuring Entity:
1.
2.
3.

### TPF 3a. DESCRIPTION OF METHODOLOGY AND WORK PLAN FOR PERFORMING THE PROJECT (Design)

The Bidder shall submit a design methodology which addresses the key items identified in the Employer's Requirements, which include, inter alia, the following:

- (a) Organizational arrangements for the design, including: team structure, roles and responsibilities, design works plan, interface arrangements, design review and approval procedures, and quality assurance arrangements;
- (b) Proposed design deliverables (Per TOR requirements);
- (c) Design statement to describe the approach and methodology that demonstrate the capability in the design of the Project, as described in the Employer's Requirements, which the design statement shall cover the following aspects:
  - i. Topographic and Boundary Survey
  - ii. Design of Ice Plant Building with Office and Comfort Room
  - iii. Design of Ice Making Machine
  - iv. Design of Ice Storage Room
  - v. Design of Machine Room
  - vi. Design of Generator Set Room
- (d) Any added value the Bidder will bring or examples of innovative aspects of the design;
- (e) Details of the approach to managing risks, stakeholder engagement, consultation, and environmental permits/consents; and
- (f) Value Engineering

### TPF 3b. CONSTRUCTION MANAGEMENT STRATEGY AND METHOD STATEMENT FOR CONSTRUCTION INCLUDING PERT-CPM

The Bidder shall submit a construction management strategy as per Employer's Requirements, which address, inter alia, the following:

- (a) Organizational arrangements for construction management, including team structure, roles and responsibilities, interface arrangements, and quality assurance arrangements;
- (b) Subcontractor selection and management;
- (c) Support from the Employer in obtaining and managing consents, permits, and approvals from third parties;
- (d) Site setup proposals, including access, accommodation, welfare facilities and arrangement for plant and material storage;
- (e) Construction phasing proposals, including sequence of work methodology and management of conflicting activities which shall cover the following aspects:
  - i. Construction of Ice Plant Building with Office and Comfort Room
  - ii. Supply, installation and commissioning of 40 footer containerized ice/cold storage
  - iii. Installation of Water Supply System
  - iv. Construction of Power Sub-station
  - v. Construction of Storm Drain and Sanitary System
  - vi. Construction of Gates and Perimeter Fence
- (f) Risk management approach for geotechnical and subsurface aspects of the Works;
- (g) Quality management system, including a draft of the Quality Management Plan;
- (h) Preparation, approval, and implementation for the Contractor's Environmental and Social Management Plan;
- (i) Preparation, approval, and implementation for the Contractor's Health and Safety Management Plan;
- (j) Reporting arrangements;
- (k) Arrangements for site handover, including completion of As-Built Drawings, preparation of operating and maintenance manuals, and any other relevant aspects, and:
- (l) Appreciation of any key construction constraints or difficulties of the Project and the technical solutions.

#### TPF 4. TEAM COMPOSITION AND TASKS

esign		
1. Technical/Managerial Staff		
Name	Position	Task
2. Support Staff		
Name	Position	Task
Construction		
1. Technical/Managerial Staff		
Name	Position	Task
2. Support Staff		
Name	Position	Task

### TPF 5. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm/Entity:Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:
Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.] Training should be supported with Certificate of Training or equivalent document.
Education:
[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.] To be supported with Diploma or equivalent document.
Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:	
[For each language, indicate proficiency: excelle writing.]	nt, good, fair, or poor in speaking, reading, and
Certification:	
I, the undersigned, certify that to the best of my kn me, my qualifications, and my experience.	owledge and belief, these data correctly describe
	Date:
[Signature of staff member and authorized repres	rentative of the firm] Day/Month/Year
Full name of staff member: Full name of authorized representative:	
Commitment:	
I, the undersigned, hereby confirm that I am exclusive firmly commit to assume the post of {Propose Postully be available to undertake the complete assignment.	sition] for the [Name of Project], and that I will
Signature over Printed Name	
SUBSCRIBED AND SWORN to before me this his Community Tax No issue	
Doc. No; Page No; Book No; Series	

#### TPF 6. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)							f a Bar Chart)					
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	1 0	1 1	1 2	Number of Months
Design															
															Subtotal (1)
Construction															Subtotal (2)
															Subtotal (3)
															Subtotal (4)
Full-time: Reports Due: Activities Duration		Part-time:		•		•									
Location		Signature: (Authorize		pres	enta	ative	e)								
		Full Name Title: Address:_									_				

#### TPF 7a. ACTIVITY (WORK) SCHEDULE (Design)

A. Field	Investigat	ion and	Study	Items

		[1st, 2nd, etc. are months from the start of project.]											
	1st	2 <sup>nd</sup>	3rd	4th	5th	6th	7th	8th	9th	10t h	11t h	12t h	
Activity (Work)													
_													

#### **B.** Completion and Submission of Reports

Repo	orts	Date
1.	Inception Report	
2.	Interim Progress Report  (a) First Status Report  (b) Second Status Report	
3.	Draft Report	
4.	Final Report	

#### TPF 7b. ACTIVITY (WORK) SCHEDULE (Construction)

Bar Chart/PERT-CPM

## FOR DESIGN SERVICES: FINANCIAL ASPECTS

(TO BE INCLUDED AS SUPPORTING DOCUMENTS IN THE SECOND ENVELOPE)

#### **FPF 1. SUMMARY OF COSTS**

Detailed Engineering Design	Quantity	Unit	Amount
Total Detailed Engineering Design Cost	1.00	l.s.	

#### SCOPE OF WORK SUMMARY COST

### SCOPE OF WORK SUMMARY COST (CONSTRUCTION SAFETY AND HEALTH)

Part: A									
Scope of Work: Construction Safety and Health									
Quantity Unit: Lump sum									
Item Spec No.	Description	Unit	Qty.	Unit Cost	Total Cost (Peso)				
•	-		- •						
	Total Cost								
	Unit Cost								
		-							

## SCOPE OF WORK SUMMARY COST (SITE DEVELOPMENT) Part: B Scope of Work: Site Development Quantity Unit: Lump sum Item Spec No. Description Unit Cost Total Cost (Peso) Unit Qty. Total Cost Unit Cost

## SCOPE OF WORK SUMMARY COST (ICE PLANT BUILDING & EQUIPMENT)

		EQUII							
Part: C									
Scope of Work: Ice	e Plant Building	& Equipment							
Scope of Work: Ico Quantity Unit: 500	.00 sq. m.								
Item Spec No.	Description	Unit	Qty.	Unit Cost	Total Cost (Peso)				
	Total Cost								
	Unit Cost								

## SCOPE OF WORK SUMMARY COST (CONTAINERIZED COLD STORAGE) Part: D Scope of Work: Containerized Cold Storage Quantity Unit: Lump sum Item Spec No. Description Total Cost (Peso) Unit Qty. **Unit Cost** Total Cost

Unit Cost

## SCOPE OF WORK SUMMARY COST (GENREAL ITEMS) Part: E Scope of Work: General Items Quantity Unit: Lump sum Item Spec No. Description Unit Cost Total Cost (Peso) Unit Qty. Total Cost Unit Cost

#### **DETAILED UNIT PRICE ANALYSIS**

Pro	ject:				<del> </del>						
Iten Des 1) (	n: cription: Quantity:				_						
2)	Name and Capacity of Equipment (Operated)	No. of Unit	No. of Hours	Unit Rate	Total Cost (Pesos)						
	Total Equipment Cost										
3)	Designation of Personnel	No. of Men	No. of Hours	Unit Rate	Total Cost (Pesos)						
	<b>Total Labor Cost</b>			1	<u> </u>						
4)	Description of Materials	Quantity	Unit	Unit Price	Total Cost (Pesos)						
	Total Material Cost										
5)	Estimated Direct Cost (2+3+4)										
<b>6</b> )	Mark-Up ( % of 5)										
7)	Value Added Tax 5% of (5+6	<u>)</u>									
<b>8</b> ) <b>9</b> )	Total Cost of Item (5+6+7)										
	Unit Cost of Item (8/1)										