Bidding Documents

SUPPLY & INSTALLATION including TESTING & COMMISSIONING of PASSENGER BOARDING BRIDGES for MCIA PASSENGER TERMINAL BUILDING Lapulapu City, Cebu

May 14, 2012
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Section I. Invitation to Bid
INVITATION TO BID

The Mactan Cebu International Airport Authority (MCIAA), through its Bids and Awards Committee (BAC), invites contractors registered with and classified by the Philippine Contractors Accreditation Board (PCAB) to apply for eligibility and if found eligible, to bid for the hereunder project / contract:

<table>
<thead>
<tr>
<th>Name of Contract</th>
<th>Supply &amp; Installation including Testing &amp; Commissioning of Passenger Boarding Bridges for MCIA Passenger Terminal Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Mactan-Cebu International Airport (MCIA), Lapulapu City</td>
</tr>
<tr>
<td>Brief Description</td>
<td>Supply &amp; Installation of Passenger Boarding Bridges for Expansion of Existing Passenger Terminal Building &amp; Replacement of the four (4) old bridges</td>
</tr>
<tr>
<td>Approved Budget for the Contract (ABC)</td>
<td>PhP 269,993,172.27</td>
</tr>
<tr>
<td>Contract Duration</td>
<td>6 Calendar Months</td>
</tr>
</tbody>
</table>

Bidding will be conducted through open competitive bidding procedures using nondiscretionary pass/fail criteria as specified in the Revised Implementing Rules and Regulations (Revised IRR) of Republic Act No. 9184 (RA 9184). Prospective bidders should possess a valid PCAB License with at least Category “AA” in General Engineering and Registration Particular of at least “Large A” on Electrical or Mechanical Facilities, and have completed, within ten (10) years from the date of submission and receipt of bids, a similar project with a value of at least fifty percent (50%) of the ABC, and meet the other minimum eligibility requirements stated in the Instructions to Bidders (ITB). Bidding is restricted to sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

A complete set of Bidding Documents may be obtained by prospective bidders up to August 14, 2012 at, MCIAA BAC Office 3rd Level, International Area, Mactan International Airport, upon payment of a non-refundable fee of Two Hundred Sixty Nine Thousand Nine Hundred Ninety Three Pesos and 17/100 (P269,993.17). All bids must be accompanied by a bid security in any of the acceptance forms and in the amount stated in the ITB. Late Bids shall not be accepted. Bids received that exceed the ABC shall automatically be rejected at bid opening.

All particulars relative to Bid Security, Performance Security, Pre-Bid Conference, Eligibility Check, Evaluation of Bids, Post Qualification and Award of Contract, among others, shall be governed by the pertinent provisions of RA 9184 and its Revised IRR. The schedule of other activities is as follows:

<table>
<thead>
<tr>
<th>Pre-Bid Conference</th>
<th>July 30, 2012 @ 2:00 PM</th>
</tr>
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<tbody>
<tr>
<td>Deadline for Submission of Bids and Opening of Bids</td>
<td>August 14, 2012 @ 2:00 PM</td>
</tr>
</tbody>
</table>

MCIAA assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

MCIAA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidders.
Should you need any further information or clarification regarding the Project, you may get in touch with our BAC Secretariat at Telephone No. 032-3402486, local 1052/1053, or check our website www.mactan-cebuairport.com.ph.

ACHILLES S. PONCE, PEE
Chairman, Bids and Awards Committee (BAC)
Notice for PhilGEPS posting:

Reference Number : 
Procuring Entity : Mactan Cebu International Airport Authority (MCIAA)
Title : Supply & Installation including Testing & Commissioning of Passenger Boarding Bridges for MCIA Passenger Terminal Building

Solicitation Number :
Area of Delivery : Mactan-Cebu International Airport (MCIA), Lapulapu City
Trade Agreement :
Procurement Mode : Public Bidding
Classification : Infra
Category : Electrical-Mechanical
Approved Budget for the Contract ( ABC ) : Php 269,993,172.27
Published :
Closing :
Contact Person : BAC Secretariat

Mactan Cebu International Airport (MCIA)
Tel.No. : 032-3402486, local 1052/1053
Section II. Instructions to Bidders
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A. General

1. Scope of Bid

1.1. The Procuring Entity as defined in the BDS, invites bids for the construction of Works, as described in. The name and identification number of the Contract is provided in the BDS.

1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in SCC Clause 1.16.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1. The Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

(iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

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

4. Conflict of Interest

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

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or

(g) A Bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of
the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

(d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

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

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and

(c) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%); Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the BDS.

5.3. Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
5.4. Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS. For this purpose, contracts similar to the Project shall be those described in the BDS and completed within the period stated in the Invitation to Bid and ITB Clause 12.1(a)(iii).

5.5. Unless otherwise provided in the BDS, the Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a Commitment from a Universal or Commercial bank to extend a credit line in its favor if awarded the contract for this project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

\[ \text{NFCC} = \left( \frac{\text{Current assets minus current liabilities}}{K} \right) - \text{value of all outstanding or uncompleted portions of the projects undergoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.} \]

Where:

\[ K = 10 \text{ for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.} \]

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the Bangko Sentral ng Pilipinas (BSP) as authorized to issue such financial instrument.

6. Bidder’s Responsibilities

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

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

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

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 10.3.

(e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and

(j) Complying with existing labor laws and standards, if applicable.

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

6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in this Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of GOODS and Services

Unless otherwise indicated in the BDS, there is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
8. **Subcontracts**

8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

**B. Contents of Bidding Documents**

9. **Pre-Bid Conference**

9.1. If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

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

10.1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause23.
C. Preparation of Bids

11. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the Bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

(i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS;

(ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

(iii) Statement of all its ongoing and completed government and private contracts within ten (10) years from the submission of bids, unless otherwise stated in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:

(iii.1) name of the contract;

(iii.2) date of the contract;

(iii.3) contract duration;

(iii.4) owner’s name and address;

(iii.5) nature of work;

(iii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;

(iii.7) total contract value at award;

(iii.8) date of completion or estimated completion time;

(iii.9) total contract value at completion, if applicable;

(iii.10) percentages of planned and actual accomplishments, if applicable;

(iii.11) value of outstanding works, if applicable;
(iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and

(iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;

(iv) Unless otherwise provided in the BDS, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;

(v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;

(vi) NFCC computation or CLC in accordance with ITB Clause 5.5; and

Class "B" Document:

(vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.

(b) Technical Documents –

(i) Bid security as prescribed in ITB Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;

(ii) Project Requirements, which shall include the following:

(ii.1) Organizational chart for the contract to be bid;

(ii.2) List of contractor’s personnel (viz, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and

(ii.3) List of contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and

(iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX Bidding forms.

13. Documents Comprising the Bid: Financial Component
13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form in accordance with the form prescribed in Section IX, Bidding Forms and;

(b) Any other document required in the BDS.

13.2. Unless indicated in the BDS, all Bids that exceed the ABC shall not be accepted.

14. Alternative Bids

14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

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

14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder’s participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1. The contract shall be for the whole Works, as described in ITB Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) for the said item would mean that it is being offered for free to the Government.

15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.

15.4. Unless otherwise provided in the BDS, all bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the BDS and specified in GCC Clause 48 and its corresponding SCC provision.

16. Bid Currencies
16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The bid security, issued in favor of the Procuring Entity, in the amount stated in the BDS shall be equal to the percentage of the ABC in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Equal to Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td>Two percent (2%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(d) Any combination of the foregoing.</td>
<td>Proportionate to share of form with respect to total amount of security</td>
</tr>
</tbody>
</table>

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier’s/manager’s check, bank draft/guarantee, or...
irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in ITB Clause 18.2.

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

18.5. The bid security may be forfeited:

(a) if a Bidder:
   (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
   (ii) does not accept the correction of errors pursuant to ITB Clause 27.3(b);
   (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in ITB Clause 28.2; or
   (iv) any other reason stated in the BDS.

(b) if the successful Bidder:
   (i) fails to sign the contract in accordance with ITB Clause 31;
   (ii) fails to furnish performance security in accordance with ITB Clause 32; or
   (iii) any other reason stated in the BDS.

19. Format and Signing of Bids

Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in

19.1. on or before the deadline specified in the ITB Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid.

19.2. Forms as mentioned in ITB Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
19.3. The Bidder shall prepare an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Unless otherwise indicated in the BDS, Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4. All envelopes shall:

   (a) contain the name of the contract to be bid in capital letters;

   (b) bear the name and address of the Bidder in capital letters;

   (c) be addressed to the Procuring Entity’s BAC identified in ITB Clause 10.1;

   (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; and

   (c) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids
Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the BDS to determine each Bidder’s compliance with the documents prescribed in ITB Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder.
unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in ITB Clause 12.1(a), items (i) to (vi).

24.5. In the case of an eligible foreign Bidder as described in ITB Clause 5, the Class “A” Documents enumerated in ITB Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.

24.6. Each partner of a joint venture agreement shall likewise submit the documents required in ITB Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under ITB Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.

24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder’s Bid.

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids
27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary “pass/fail” criterion. Unless otherwise specified in the BDS, the BAC shall consider the following in the evaluation of bids:

(a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

(b) Arithmetical corrections. Consider computational errors, omissions, and other bid modifications, if allowed in the BDS, to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

27.5. Unless otherwise indicated in the BDS, the Procuring Entity’s evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28. Post Qualification

28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.

28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
(a) Tax clearance per Executive Order 398, Series of 2005;
(b) Latest income and business tax returns in the form specified in the BDS;
(c) Certificate of PhilGEPS Registration; and
(d) Other appropriate licenses and permits required by law and stated in the BDS.

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.

28.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.

28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

29. Reservation Clause

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

29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
(a) if there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) if the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or

(c) for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;

(ii) If the project is no longer necessary as determined by the head of the procuring entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

30. Contract Award

30.1. Subject to ITB Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:

(i) Valid JVA, if applicable, within ten (10) calendar days;
Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in ITB Clause 12.1(a)(iv);

(b) Posting of the performance security in accordance with ITB Clause 32;

(c) Signing of the contract as provided in ITB Clause 31; and

(d) Approval by higher authority, if required.

31. Signing of the Contract

31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Credit line in accordance with ITB Clause 5.5, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or specified in the BDS.

32. Performance Security

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td>Ten percent (10%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</td>
<td>Thirty percent (30%)</td>
</tr>
<tr>
<td>(d) Any combination of the foregoing.</td>
<td>Proportionate to share of form with respect to total amount of security</td>
</tr>
</tbody>
</table>

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

33. **Notice to Proceed**

33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to proceed to the Bidder.

33.2. The date of the Bidder’s receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise spec
Section III. Bid Data Sheet
### ITB Clause

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1.1        | The PROCURING ENTITY is MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY (MCIAA)  
            The name of the Contract is Supply & Installation including Testing & Commissioning of Passenger Boarding Bridge for MCIA Passenger Terminal Building. The Identification Number of the Contract is PR NO. 05-746-12 dated May 14, 2012 |
| 2          | The Funding Source is: MCIAA COB under CY 2011 INFRA FUND in the amount of Php269,993,172.27  
            The name of the Project is Supply & Installation including Testing & Commissioning of Passenger Boarding Bridge for MCIA Passenger Terminal Building |
| 5.1        | No further instructions. |
| 5.2        | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. |
| 5.4        | The Bidder must have completed, within last ten (10) years from the submission of bids, at least one (1) contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.  
            **Similar means:**  
            The Bidder (or the particular Partner in the case of a JV or Consortium), shall have certified experiences in the successful and satisfactory execution and installation within the last ten (10) years of at least one (1) project for Passenger Boarding Bridges for a Major International Airport with same nature and complexity to the proposed contract, where the minimum value of such project shall be at least Php134,996,586.14. The prospective bidder shall submit documented proof such as Certified true copy of Certificates of Completion and Acceptance issued by Airport Authority  
            In the case of JV or Consortium, each member of JV Partners shall submit all the minimum eligibility requirements specified in the Eligibility Documents Requirements and in the BDS.  
            The Bidder (or the particular Partners in the case of a JV or Consortium) shall meet the following Eligibility Requirements:  
            (a) The Bidder, shall have experience as Prime Contractor in the successful execution & installation of at least one (1) project for Passenger Boarding Bridges of a major international airport with same nature and complexity to the Project within the last ten (10) years, where the minimum value of the project shall be at least 50% of the ABC. The prospective bidder shall submit documented proof such as certified true copy of Certificate of Completion and Acceptance issued by the Airport Authority  
            (b) The prospective Bidder shall have a valid PCAB license with at least Category “AA” in General Engineering as principal classification and shall be Large “A” for Electrical or Mechanical Facilities Installation in his registration Particular (IAC).  
            (c) The Bidder and all Partners (in the case of a JV or Consortium) shall comply with Republic Act 4566 (R.A. 4566) and its IRR and shall comply with Section 23 of IRR A of R.A. No. 9184. The Bidder (in the case of a JV) shall also submit a valid JV License issued by the PCAB with the Eligibility Documents.  
            (d) The Bidder and all particular members of JV partners (in case of a JV)
Shall submit a Special Power of Attorney and a duly notarized Secretary's Certificate (if a corporation) which shall be duly authenticated by the Philippine Consulate. The Bidder (in the case of a JV) shall also submit a duly notarized Joint Resolution signed by all members of the JV Partners.

(e) In case of JV with foreign partner, the JV partner should be with Passenger Boarding Bridge Manufacturer Original Equipment Manufacturer. Failure to comply shall be ground for Disqualification.

<table>
<thead>
<tr>
<th>5.5</th>
<th>In the case of a JV or Consortium, the particular Lead Partner shall meet the required NFCC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>7.</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>8.1</td>
<td>Subcontracting is not allowed.</td>
</tr>
<tr>
<td>8.2</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>9.1</td>
<td>The Procuring Entity will hold a pre-bid conference for this Project on <strong>July 30, 2012 at 2:00 PM at MACTAN CEBU INTERNATIONAL AIRPORT AUTHORITY (MCIAA)</strong></td>
</tr>
</tbody>
</table>
| 10.1| The Procuring Entity's address is: **Mactan-Cebu International Airport (MCIA)**  
ACHILLES S. PONCE, PEE  
*BAC Chairman*  
*Telephone No.:* 032-3402486, local 1052/1053  
*Website:* www.mactan-cebuairport.com.ph |
| 12.1| The first envelope shall contain the eligibility and technical documents stated in the ITB Clause. However, if the Bidder maintains a current and updated file of its Class “A” Documents with the Procuring Entity, a certification to that effect issued by its BAC may be submitted in lieu of the Class “A” Documents. |
| 12.1(a)(i)| No further instructions (Please refer to revised IRR of RA 9184). |
| 12.1(a)(iii)| No further instructions. |
| 12.1(a)(iv)| The prospective Bidder (or partner in the case of JV) shall possess a valid PCAB license of at least Category “AA” in General Engineering and Registration Particular of at least a size range of Large “A” for Electrical or Mechanical Works.  
The prospective Bidder and/or JV Partners (in the case of a JV) shall comply with Republic Act No. 4566 (R.A. 4566) and its IRR and shall comply with Section 23 of IRR-A of R.A. No. 9184 and other eligibility requirements stated in the Eligibility Documents and in the BDS. The Bidder (in the case of a JV) shall also submit a valid JV License issued by the PCAB with the Eligibility Documents. |
| 12.1(a)(v)| The prospective bidder shall also submit with the Eligibility Documents showing proof that the PBB OEM have good performances in the fiscal reports for at least... |
three (3) consecutive years and the PBB OEM shall submit Official Fiscal Year Reports or Audited Financial Statements for the last three (3) preceding calendar years from 2009 to 2011 as supporting documents together with the Eligibility Documents. These Reports or Statements shall be duly authenticated by the Philippine Consulate.

Failure to comply will be a ground for disqualification.

12.1 (b)(i) No further instructions

12.1(b)(ii.1) No further instructions

12.1(b)(ii.2) The minimum key personnel of the Bidder (or the particular Lead Partner in the case of a JV) shall meet the following requirement and shall submit the Bio Data and Certificate of previous & current employment of each key personnel required. Copies of their respective PRC:

- One Project Manager (Philippine Registered Licensed Electrical or Mechanical Engineer) with at least ten (10) years accumulative experiences in Electrical Works or Mechanical works in Airport Projects;

- Two Licensed Project Engineers (One should be at least Philippine Registered Licensed Electrical or Mechanical Engineers) with at least one shall have at least five (5) years experiences in Electrical or Mechanical Works in Airport Projects;

- Two (2) Foreman with at least five (5) years experiences in Electrical or Mechanical works in Airport Projects;

which are actually employed by the prospective bidder in the proposed position.

Failure to comply will be a ground for disqualification.

12.1 (b)(ii.3) The prospective bidder is required to have the following minimum tools and equipment available for the project and shall submit supporting proof of ownership:

- Two (2) Boom Trucks (owned)
- Two (2) Service Vehicle (owned)
- One (1) Air Compressor with jack hammer (owned)
- One (1) Hydraulic Crane (owned)
- One (1) Concrete Mixer (owned)
- One (1) Concrete Vibrator (owned)
- One (1) Plate Compactor (owned)
- One (1) Water Tank (owned)
- One (1) Tamping Rammer (owned)
- One (1) Water Pump (owned)
- One (1) Generator sets (owned)
- One (1) Multi-Tester (owned)
- One (1) Duct rod (owned)
- One (1) Megger Insulation Tester (owned)
- One (1) Grounding Resistance Tester (owned)
- Two (2) sets of Safety Belts (owned)

Failure to comply will be a ground for disqualification.

12.1(b)(iii) No further instructions
The Bidder shall include in its Technical Proposal a compliance statement for each of the items required in the Specification. The compliance statement shall be in table format and form. Shall include quick cross-reference guide indicating compliance or non-compliance to the required technical specifications. The cross-reference shall be in the form of Technical Brochure and/or Manuals. Failure to comply will be ground for disqualification.

13.1 Additional Requirements

1. The Bidder must submit PBB Manufacture’s Distributorship Certificate duly authenticated by Philippine Embassy from OEM country of Origin.

2. The prospective bidder shall submit together with Eligibility Documents a duly certified Certificate of Origin from the OEM Manufacturer for PBB to be supplied for the project and this shall be duly notarized. The PBB OEM shall be same as shown in the Certificate of Origin.

3. Bidder shall submit certificate of site inspection issued by authorized representative of the airport. Failure to comply will be ground for disqualification.

13.2 The Total ABC is Php269,993,172.27 Any bid with a financial component exceeding this amount shall not be accepted.

14.2 Bids must be complete for the whole works.

15.4 Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.

16.1 The bid prices shall be quoted in Philippine Pesos.

16.3 No further instructions.

17.1 Bids will be valid until 120 days from the date of Opening of Bids.

18.1 No further instructions.

18.2 The bid security shall be valid until 120 days from the date of opening of bids.

18.5(a)(iv) The following are additional grounds for forfeiture of bid security:

1. Submission of eligibility requirements containing false information or falsified documents.

2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.

3. Allowing the use of one’s name, or using the name of another for purposes of public bidding.

4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.

5. Refusal or failure to post the required performance security within the prescribed time.

6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for
clarification.

7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.

8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.

9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

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<th>No further instructions.</th>
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<td>20.1</td>
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<td>20.3</td>
<td>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. All documents (annexes, statements and supporting documents) shall be bound in a folder or a ring binder, accompanied by a corresponding table of contents with each particular requirement labeled with index tabs, sequentially paginated and initialed by the authorized signatory on each page or bearing the company seal. All copy documents shall be duly certified as true copy by the authorized signatory. Failure to comply with the requirements shall be ground for disqualification.</td>
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<td>21</td>
<td>The address for submission of bids is BAC OFFICE, MCIAA. The deadline for Submission of bids is _________________.</td>
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<tr>
<td>24.1</td>
<td>The place of bid opening is at MCIA, MACTAN CEBU INTERNATIONAL AIRPORT. The date and time of bid opening is August 14, 2012 @ 2:00 PM</td>
</tr>
<tr>
<td>25.1</td>
<td>No further instructions.</td>
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<td>27.3</td>
<td>No further instructions.</td>
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<tr>
<td>27.3(b)</td>
<td>Bid modification is not allowed.</td>
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<tr>
<td>27.5</td>
<td>No further instructions.</td>
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<td>28.2(b)</td>
<td>The Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS). NOTE: The latest annual income tax return shall be for the preceding Tax Year and the business tax returns are those within the last six months preceding the date of bid submission.</td>
</tr>
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<td>28.2(d)</td>
<td>No further instructions.</td>
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<td>31.4(g)</td>
<td>Additional contract documents relevant to the Project is required to be submitted with the bid: Implementation schedule and S-curve, manpower schedule, equipment utilization schedule, construction safety and health program.</td>
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<td>33.2</td>
<td>The effective date of the Contract is _________________.</td>
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1. **Definitions**

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

1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.

1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.

1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity’s Representative, in accordance with GCC Clause 49.

1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.

1.5. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.

1.6. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.

1.7. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

1.8. The **Contractor’s Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.

1.9. **Days** are calendar days; months are calendar months.

1.10. **Day works** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

1.11. A **Defect** is any part of the Works not completed in accordance with the Contract.

1.12. The **Defects Liability Certificate** is the certificate issued by Procuring Entity’s Representative upon correction of defects by the Contractor.

1.13. The **Defects Liability Period** is the one year period between project completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

1.14. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

1.15. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.

1.16. The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity’s Representative by issuing an extension of time or an acceleration order.
1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

1.18. The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity’s Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

1.19. **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.

1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.

1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.

1.22. The **Procuring Entity’s Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.

1.23. The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity’s Representative as forming part of the Site.

1.24. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

1.25. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

1.26. **Specifications** mean the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.

1.27. The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

1.28. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.

1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.

1.30. **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity’s Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

2. **Interpretation**
2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity’s Representative will provide instructions clarifying queries about the Conditions of Contract.

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

3. Governing Language and Law

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

3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

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

5. Possession of Site

5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity’s Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contact time to address such delay shall be in accordance with GCC Clause 47.

5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

5.4. The Contractor shall allow the Procuring Entity’s Representative and any person authorized by the Procuring Entity’s Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

6. The Contractor’s Obligations

6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor’s Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity’s Representative, and complete them by the Intended Completion Date.

6.3. The Contractor shall be responsible for the safety of all activities on the Site.

6.4. The Contractor shall carry out all instructions of the Procuring Entity’s Representative that comply with the applicable laws where the Site is located.

6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

6.6. If the Procuring Entity’s Representative asks the Contractor to remove a member of the Contractor’s staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.

6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification.

6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity’s Representative of such discoveries and carry out the Procuring Entity’s Representative’s instructions in dealing with them.

7. Performance Security

7.1. Unless otherwise specified in the SCC, within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any the forms prescribed in ITB Clause 32.2.

7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
(a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;

(b) The Contractor has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

7.5. The Contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7.7. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. **Subcontracting**

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

8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants or workmen.

8.3. Subcontractors disclosed and identified during the bidding maybe changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

9. **Liquidated Damages**

9.1. The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages.
damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Clause 40.1.

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor’s Risk and Warranty Security

12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by force majeure. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

12.2. The defects liability period for infrastructure projects shall be one year from project completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the Head of the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

12.3. In case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects”, i.e., major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures”, i.e., where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

(a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;

(b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
(c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

(d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

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

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

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

<table>
<thead>
<tr>
<th>Form of Warranty</th>
<th>Minimum Amount in Percentage (%) of Total Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Five Percent (5%)</td>
</tr>
<tr>
<td>(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank</td>
<td>Ten Percent (10%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission</td>
<td>Thirty Percent (30%)</td>
</tr>
</tbody>
</table>

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

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

13. **Liability of the Contractor**

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

14. **Procuring Entity’s Risk**

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

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

(i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or

(ii) Negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. **Insurance**

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

(a) Contractor’s All Risk Insurance;

(b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;

(c) Personal injury or death of Contractor’s employees; and

(d) Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.

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

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring
Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor’s expense, take whatever measure is deemed necessary for its protection and that of the Contractor’s personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity’s demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

(a) The issuer of the insurance policy to be replaced has:

(i) become bankrupt;

(ii) been placed under receivership or under a management committee;

(iii) been sued for suspension of payment; or

(iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or

(v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

16.2. Due to the Contractor’s fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

16.3. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or

16.4. The Contractor:
(a) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

(b) does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;

(c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;

(d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or

(e) Sub-lets any part of this Contract without approval by the Procuring Entity.

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

17. Termination for Default of Procuring Entity

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

(a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or

(b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

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

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

(a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;

(b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
(c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

(d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;

(e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;

(f) The Contractor does not maintain a Security, which is required;

(g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and

(h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:

(i) corrupt, fraudulent, collusive and coercive practices as defined in ITB Clause 3.1(a);

(ii) drawing up or using forged documents;

(iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(iv) any other act analogous to the foregoing.

18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

19.1. The following provisions shall govern the procedures for the termination of this Contract:
(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;

(d) The Procuring Entity may, at any time before receipt of the Bidder’s verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor’s receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

(f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
(a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");

(b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:

(i) Employment of competent technical personnel, competent engineers and/or work supervisors;

(ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

(iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

(iv) Deployment of committed equipment, facilities, support staff and manpower; and

(v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

(c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

(d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the constructor shall be construed as poor performance:

(i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and

(ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.

(e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

20. **Force Majeure, Release from Performance**

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

20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.

20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

(a) any sum to which the Contractor is entitled under GCC Clause 28;

(b) the cost of his suspension and demobilization;

(c) any sum to which the Procuring Entity is entitled.

20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2. If the Contractor believes that a decision taken by the PROCURING ENTITY’s Representative was either outside the authority given to the PROCURING ENTITY’s Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the PROCURING ENTITY’s Representative’s decision.

21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law” and Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”:

Provided, however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR-A: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution. Additional instructions on resolution of disputes, if any, shall be indicated in the SCC.

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

(a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.

(b) If the Contractor has not received sums due it for work already done within forty-five (45) days from the time the Contractor’s claim for payment has been certified by the Procuring Entity’s Representative, the Contractor may immediately issue a suspension of work notice in accordance with SCC Clause 45.2.

23. **Procuring Entity’s Representative’s Decisions**

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

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

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

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

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

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

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

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

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

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

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

26.1. The Procuring Entity’s Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. Unless specified in the SCC, no payment shall be made for any event which may warrant the extension of the Intended Completion Date.

26.2. The Procuring Entity’s Representative shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor
asking the Procuring Entity’s Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. **Right to Vary**

27.1. The Procuring Entity’s Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2. Variations shall be valued as follows:

(a) At a lump sum price agreed between the parties;

(b) where appropriate, at rates in this Contract;

(c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which

(d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

28. **Contractors Right to Claim**

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

29. **Day works**

29.1. Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the SCC, the Day works rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

29.2. All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Procuring Entity’s Representative. Each completed form shall be verified and signed by the Procuring Entity’s Representative within two days of the work being done.

29.3. The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

30. **Early Warning**

30.1. The Contractor shall warn the Procuring Entity’s Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity’s Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Procuring Entity’s Representative in making and considering proposals for how the effect of such an event or circumstance can be
avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity’s Representative.

31. Program of Work

31.1. Within the time stated in the SCC, the Contractor shall submit to the Procuring Entity’s Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

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

31.4. The Procuring Entity’s Representative’s approval of the Program of Work shall not alter the Contractor’s obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity’s Representative again at any time. A revised Program of Work shall show the effect of any approved Variations; and if allowed, any Compensation Event.

31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity’s Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

32.1. Either the Procuring Entity’s Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2. The Procuring Entity’s Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the PROCURING ENTITY’s Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.

33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original
quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity’s Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

33.4. If requested by the Procuring Entity’s Representative, the Contractor shall provide the Procuring Entity’s Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

34.1. The Procuring Entity’s personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2. If the Procuring Entity’s Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

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

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

37.1. The Procuring Entity’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion Date up to final acceptance by the Procuring Entity’s unless otherwise specified in the **SCC**. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity’s Representative’s notice.

37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.
38. **Uncorrected Defects**

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

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

39. **Advance Payment**

39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.

39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. **Progress Payments**

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

40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

   (a) Cumulative value of the work previously certified and paid for.

   (b) Portion of the advance payment to be recouped for the month.

   (c) Retention money in accordance with the condition of contract.

   (d) Amount to cover third party liabilities.

   (e) Amount to cover uncorrected discovered defects in the works.

40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts
certified by the Procuring Entity’s Representative within twenty eight (28) days from the date each certificate was issued. Unless otherwise indicated in the SCC, no payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity’s Representative.

40.5. Items of the Works for which a price of “0” (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. **Payment Certificates**

41.1. The Contractor shall submit to the Procuring Entity’s Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2. The Procuring Entity’s Representative shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

41.3. The value of Work executed shall:

(a) be determined by the Procuring Entity’s Representative;

(b) comprise the value of the quantities of the items in the Bill of Quantities completed; and

(c) include the valuations of approved variations.

41.4. The Procuring Entity’s Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. **Retention**

42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in SCC Clause 42.2.

42.2. Progress payments are subject to retention of ten percent (10%), unless otherwise specified in the SCC, referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.

42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken.
Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

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

43. Variation Orders

43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

43.2. A Change Order may be issued by the implementing official to cover any increase/decrease in quantities of original Work items in the contract.

43.3. An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: Provided, however, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

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

(a) If the Procuring Entity’s representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor,
the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.

(b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity’s to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.

(c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.

(d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.

(e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. **Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. **Suspension of Work**

45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to
the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

(a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.

(b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.

(c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

(d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

(e) Delay in the payment of Contractor’s claim for progress billing beyond forty-five (45) calendar days from the time the Contractor’s claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity’s Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity’s Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.

46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of
contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity’s opinion, the findings of facts justify an extension.

47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.

47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

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

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed unless otherwise specified in the SCC.

49. Completion

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

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

51. **Operating and Maintenance Manuals**

51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.
Section V. Special Conditions of Contract
<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.16</td>
<td>The Intended Completion Date is SIX (6) CALENDAR MONTHS</td>
</tr>
<tr>
<td>1.21</td>
<td>The Procuring Entity is MACTAN CEBU INTERNATIONAL AIRPORT AUTHORITY (MCIAA)</td>
</tr>
<tr>
<td>1.22</td>
<td>The Procuring Entity’s Representative, Mactan Cebu International Airport Authority</td>
</tr>
<tr>
<td>1.23</td>
<td>The Site is located at Mactan Cebu International Airport</td>
</tr>
<tr>
<td>1.27</td>
<td>The Start Date is the _____ after acceptance of NTP of winning bidder.</td>
</tr>
<tr>
<td>1.30</td>
<td>The Works consist of but not limited to the supply, on-site delivery, installation, commissioning of equipment/materials, labor, supervision, testing, dismantling and related civil works.</td>
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<tr>
<td>2.2</td>
<td>Not applicable</td>
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<tr>
<td>5.1</td>
<td>Not applicable</td>
</tr>
<tr>
<td>6.5</td>
<td>The Bidder (or the particular Lead Partner in the case of a JV) shall have following minimum key personnel shall meet the following requirements and shall submit the Bio Data and Certificate of previous &amp; current employment Copies of their respective PRC of each key personnel required,</td>
</tr>
<tr>
<td></td>
<td>- One Project Manager (Philippine Registered Licensed Electrical Engineer or Mechanical Engineer) with at least ten (10) years accumulative experiences in Electrical or Mechanical Works in Airport Projects;</td>
</tr>
<tr>
<td></td>
<td>- Two Licensed Project Engineer (one should be at least Philippine registered Licensed Electrical or Mechanical engineer) with at least one with five (5) years experiences in Electrical or Mechanical works in Airport Projects;</td>
</tr>
<tr>
<td></td>
<td>- Two (2) Foreman with at least five (5) years experiences in Electrical or Mechanical works in Airport Projects which are actually employed by the prospective bidder in the proposed position</td>
</tr>
<tr>
<td>7.1</td>
<td>No further instructions.</td>
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<tr>
<td>7.4(c)</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>8.1</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>9.1</td>
<td>The applicable liquidated damages is at least one tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</td>
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<td>10</td>
<td>The site investigation reports shall include the certificate of site inspection issued by Airport Engineer.</td>
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<tr>
<td>Section</td>
<td>Description</td>
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<tr>
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</tr>
<tr>
<td>12.2 &amp; 12.3</td>
<td>The defects liability period (DLP) shall be one (1) year from the project completion date, plus one (1) year Warranty and Maintenance Period after the DLP.</td>
</tr>
<tr>
<td>12.5</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>13</td>
<td>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</td>
</tr>
<tr>
<td>21.2</td>
<td>The Arbiter is: ____________ Address: ____________</td>
</tr>
<tr>
<td>21.3</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>26.1</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>29.1</td>
<td>No day works are applicable to the contract.</td>
</tr>
<tr>
<td>31.1</td>
<td>The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <em>fifteen (15)</em> days of delivery of the Letter of Acceptance.</td>
</tr>
<tr>
<td>31.3</td>
<td>The period between Program of Work updates is <em>fifteen (15)</em> days.</td>
</tr>
<tr>
<td>34.3</td>
<td>The Funding Source is the <em>MCIAA COB Infra 2011 &amp; 2012 Fund</em></td>
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<tr>
<td>37.1</td>
<td>No further instructions.</td>
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<td>39.1 to 39.5</td>
<td>No further instructions</td>
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<td>40.1 to 40.4</td>
<td>No further instructions</td>
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<tr>
<td>41.1 to 41.4</td>
<td>No further instructions</td>
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<tr>
<td>42.1 to 42.3</td>
<td>No further instructions</td>
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<tr>
<td>48</td>
<td>No further instructions.</td>
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</tbody>
</table>
| 51.1 | The date by which operating and maintenance manuals are required is during the conduct of the on-site technical training.  
The date by which “as built” drawings are required is on the sixtieth (60) day after completion of installation or on the date of site acceptance. |
| 51.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is one tenth of 1% of the remaining contract cost for each day of delay. |
Section V. Technical Specifications
Technical Specification
Passenger Boarding Bridges

Part 1 Description

A passenger boarding bridge is an enclosed connector that extends from an airport terminal gate to an aircraft. This allows the passengers to board and disembark without the need to go outside. The boarding bridges linking the airport terminals with the passenger planes are necessary facilities that adjust the locational shift of the aircraft and assure boarding safety and comfort. It still depends on the building design, sill heights, fueling positions and operational requirements whether it is fixed or movable, swinging radially or extending in length.

For most of the airports, passenger boarding bridges are no longer just a system to enhance passenger comfort on the way from the terminal to the aircraft, but also a strategic security element. This allows the passengers to move from the boarding gate in the terminal to their seat on the airplane through a controlled security area.

The PBB is capable of rotating, extending/retracting and elevating/lowering and can serve a wide range of commercial aircraft of ICAO code C, D & E based on actual apron conditions. It may comprise two or three tunnels and be in different length for a variety of parking configurations.

The PBB is to be electromechanical driven (elevation, traction and steering, all electromechanical). The PBB will have air conditioning unit and provision for ground power unit.

Part 2 General

2.1 Summary

a) This section includes general specifications: Apron Drive Passenger Boarding Bridge

2.2 Applicable Standards: the design, fabrication and construction including all manufactured components, fittings and hardware shall conform to the following Codes and Regulations. All standards and codes referred to throughout this specification shall be of the latest revision in effect as applicable.

1. Europe Standard Society (ESA)
2. International Civil Aviation Organization (ICAO)
5. Certificate of Electric Magnetic Compatible, (EMC)
7. Society of Steel Paint Coating (SSPC)
8. IATA, Airport Handling Manual 922
9. International Electric Committee (IEC)
10. PBB Audit Report Issued by BV
11. NFPA415
12. Philippine Standards
13. Electromagnetic Compatibility: General Radiation Standard (EN6100-6-4)
14. Electromagnetic Compatibility: General Anti-interference Standard (EN6100-6-2)
2.3 System Description

2.3.1 Work includes design, manufacturing, testing, training, commissioning, furnishing and installing Apron Drive PBB, complete including but not limited to all mechanical, electrical, spare parts and flashing kit.

2.3.2 Apron Drive PBB furnished under this Contract may be two/three tunnel sections and designed and installed to meet all slope and other criteria for service to aircraft at the gate based on existing fixed walkway tunnel slope from face of terminal.

2.3.3 Apron Drive PBB shall accommodate a range of aircraft sill heights for aircraft generally in commercial service. Upper and lower level limits shall include, but without limitation, Boeing 747 to McDonnell Douglas MD9 respectively and all appropriate commercial aircraft at the gate. CONTRACTOR shall provide design drawings to OWNER with Bid showing the design proposed with a statement that the passenger boarding bridge will meet the requirements of the specifications for slope, length, and service of all aircraft types specified.

2.4 Design Requirements:

The PBB shall be designed, fabricated and installed to meet all relevant authoritative standards which ensure equal or higher quality.

Standard components of highest commercial quality, commercially available and conforming to approved standard shall be used. All materials and components assembled or fabricated into the equipment shall be new and unused, of high quality, of current production and free from any defects or imperfections which might affect the service-ability or appearance of the finish product.

All structural work, fittings, panels, etc, either ferrous or non ferrous, shall be adequately and suitable protected from atmospheric corrosion during normal operating conditions in a hot humid climate. Adherent coatings, platings or corrosion resistant materials shall be used to effectively inhibit formation of rust and corrosion. All steel fittings, nuts, bolts, etc shall be cadmium or zinc plated and anti-corrosive materials shall be used when mating surfaces of dissimilar materials to prevent corrosion by electrolytic action.

2.4.1 Structural Loads: The PBB shall support the following loads. These loads may be applied in total or in part, singularly or simultaneously. The design is based on the combination, which imposes the most adverse loading. In addition to the dead loads and strain caused by movement, the entire PBB shall support:

i. Floor Live Load - Not less than 300 kg/m2
ii. Roof Live Load - Not less than 120 Kg/m2
iii. Wind load (Retracted and stowed) – Not less than 150km/hr
iv. Wind load (when working) – Not less than 100km/hr

The structural design shall provide sufficient tensional rigidity to avoid excessive sway when the PBB is brought to a gradual stop.

2.4.2. Operating Temperatures

The bridge will operate at a minimum of ambient temperatures from -5 degrees Celsius to + 50 degrees Celsius.

2.4.3 All mechanisms for actuating, guiding and restraining and PBB and its components shall be designed so that no noise, sway or sense of insecurity is apparent to passengers. No operating vibrations or loads shall be transmitted to the terminal building.

2.4.4 Power Requirements:

a. The PBB shall operate on 440 volts, 3 phase, 60 Hz, 60 Amp with neutral and separate ground (5 wire). Provide transformer and circuit breakers as required transforming the 440 volt 3 phase power for the bridge drive down to 120/240-volt separate ground for bridge power, lighting, air conditioning and controls. The 120/240-volt shall be distributed from a power distribution panel location at rotunda column.

b. PBBs shall utilize relay logic control or other system components that are not sensitive to the quality of the power supply. PBBs shall be provided with a surge protector which shall protect the fastest logic circuits and loads, even if destroyed, providing protection for all modes (normal, common, metallic, transverse or longitudinal). The surge protector shall be located in the equipment cabinet and the CONTRACTOR shall provide a new ground, if needed, for the system.

c. An electrical disconnect panel, mounted on the side of the rotunda support column shall be provided which houses the electrical disconnects and transformers needed to adapt the specified terminal power supplies (normal) to the PBBs electrical requirements.

d. All exterior electrical components shall be housed in weather tight and corrosion resistant enclosures; NEMA 3R or 4.

e. Provide a grounding stud on the rotunda base plate and attach airport supplied grounding system in accordance with NEC and local codes. Rotunda base anchor bolts are not grounding rods and should not be considered as such.
The PBB and all associated equipment shall be designed, tested, and certified so as not to affect aircraft radio/navigation equipment. It shall be applicable throughout the entire aircraft radio frequency range of 118-135 MHz. Provisions shall be designed into the unit to protect it from voltage fluctuations, which might result from the operations of aircraft radio frequency equipment.

2.5 Submittals

2.5.1 The CONTRACTOR shall submit complete and detailed shop drawings and specifications to the OWNER for review. An index prepared in chronological order listing all drawings, sketches, details and materials submitted shall be provided and stamped when necessary by a professional Engineer representing the proper discipline from the state in which the project is located.

2.5.2 All drawings, sketches, details and material shall be submitted in metric units including dimensions, volumes, weights and forces.

2.5.3 All critical design items related to the human factors including operation and maintenance shall be addressed with shop drawings including but not limited to:

2.5.3.1 The CONTRACTOR shall submit to the OWNER prior to any sale, production or procurement of material, a complete technical design proposal of any unit, which the CONTRACTOR believes to comply with this specification. This proposal shall include necessary layout drawings, sketches, manuals, electrical schematics and diagrams, control unit diagrams and parts lists sufficient to adequately define and evaluate the proposal.

2.5.4 All critical design items related to the human factors including operation and maintenance shall be addressed with shop drawings including but not limited to:

a) Interior Finishes
b) Exterior Finishes
c) PBB Cab
d) Aesthetics and Safety Marking
e) Electrical
   1. Electrical calculations
   2. Electrical power and control schematic diagrams
   3. Electric Motors
f) Structural
   1. Sealed structural calculations
   2. Structural drawings
      i. Structural drawings including the pertinent calculations shall be prepared, signed and sealed by a professional structural engineer licensed in the Country in which the project is located.
      ii. Interface requirements for foundations, building utilities (power, communications, supply plumbing), terminal building flashing and foundation locations.
g) Mechanical
   1. Mechanical calculations

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2. Mechanical schematic diagrams. Mechanical drawings including the pertinent calculations, shall be prepared, signed and sealed by a professional mechanical engineer licensed in the Country in which the project is located.

2.6 Operation and Maintenance Manuals

2.6.1 30 days prior to start of testing and commissioning PBB, supply 10 Operation and Maintenance manuals.

2.6.2 Update the manual by supplement to reflect any field changes, equipment changes due to warranty, CONTRACTOR’s technical bulletins, changes made during the 12-month corrective period.

2.6.3 The operation and maintenance manuals shall fully cover appropriate safety measures, precautions, and instructions to be followed before, during and after making repairs, adjustments, or performing routine maintenance which shall conform to all applicable safety laws and regulations. List any special tools or equipment required for maintenance of the systems by nomenclature and part number; give the purpose of each tool or equipment and how and where the tool is used.

2.6.4 Parts List/Recommended Spares: parts list/recommended spares shall be included in operation and maintenance manuals.

2.6.5 List items provided in Metric Units.

2.6.6 Manual shall be compact and produced in such a manner that maintenance personnel can easily refer to any of its pages or schematics while standing on the apron while subjected to jet blast and winds.

2.7 Spare Parts

Submit recommended 2 year spare parts list with Bid Form. List recommended spare parts in numerical order following the complete parts list. Include exploded view of prime equipment. Show the suggested minimum start quantity for each spare part.

2.8 Training

The manufacturer must provide trained personnel at the time of delivery to adequately train airport staff in the operations and maintenance of the PBB.

a) PBB operator training for two (2) Operations Dep’t personnel, shall be provided on manufacturer’s site at the expense of the Contractor.

b) PBB field maintenance training for six (6) Engineering Dep’t personnel (3-Electrical Div., 3-Mechanical Div.), shall be provided on manufacturer’s site at the expense of the Contractor.

c) Training must include written operating instructions that depict the step by step operational use of the device. Written instructions must include, or be supplemented by, materials which can be used to train subsequent new operators.
d) Training topics must include trouble-shooting and problem solving, in the form of theory and hands-on training, for airport designated personnel.

e) Upon completion of training, the manufacturer must issue each participant a certificate of competency.

f) Daily field maintenance and logistics training within the warranty period.

g) All travel & lodging expenses shall be shoulder by the contractors during the Training at manufacture’s site.

2.9 Quality Assurance

2.9.1 Quality industry standard workmanship and methods shall be employed in the manufacture of the PBB. Particular attention shall be given to metal finishes to assure freedom from blemishes, defects, burrs and sharp edges, quality of welding, painting, riveting, and alignment of parts.

2.9.2 All welds shall be of adequate length, area and strength to sustain the design load. Welds shall be reasonably uniform in appearance and cross section and shall be free of cracks, inclusions, porosity, cavities and other physical and metallurgical defects.

2.9.3 Assembly screws, bolts, studs, and other threaded fasteners shall be corrosion-resistant material or plated to prevent corrosion per ASTM and SAE standards. All fasteners shall be tight and shall retain tension in service.

2.9.4 Only standard components conforming to the recommendations and standards established by the appropriate applicable society & standards. All materials and components assembled or fabricated into the unit are to be new, unused, of current production and free from defects or imperfections, which might affect the appearance or serviceability of the finished product.

2.9.5 The CONTRACTOR must test all of the equipment installed under this specification and demonstrate its proper operations to the OWNER. The manufacturer must furnish all required labor, testing, instruments and devices required for the conduct of such test.

2.10 Testing

2.10.1 After the equipment has been installed and the various units have been inspected, adjusted, and placed in correct operating condition, the equipment must be field tested in accordance with the purchasers testing procedures and requirements. The field tests must demonstrate that the equipment functions are in compliance with the specifications over the entire range of operation. The manufacturer must report any unusual conditions and correct deficiencies of any of the units.

2.10.2 Preliminary Qualification Tests. Preliminary qualification tests may be specified by the purchaser.

2.10.3 Formal Qualification Tests
2.10.4 Specification Conformance Tests.

2.10.5 Reliability Test and Analysis.

2.11 Environment

2.11.1 Components shall be protected from mechanical, electrical, and corrosion damage and impairment of operation due to rain, sand and grit.

2.11.2 Unit components shall operate satisfactorily under ambient temperature conditions of (-)5 degrees to 50 degrees Celsius including static soak up to 48 hours within this range with or without wind of 100 kph (including when the PBB is extended to its maximum height and fully extended). All components shall be designed or selected for long service life under such conditions. All certifications related to design life shall be submitted.

2.12 Warranty

2.12.1 Warrant all products to be free from defects in materials and workmanship for a period of twenty four (24) months (1 year DLP + 1 year warranty) commencing on the date after Final completion of the Work.

2.12.2 Replace or repair any defective component, assembly, or sub-system, which malfunctions or fails while operating for the purpose intended by the CONTRACTOR.

2.12.3 Furnish trained experts and equipment to check, adjust, or lubricate materials and parts which become defective or deteriorated for any reason except through abuse or misuse by OWNER or occupants during warranty period. Return to site, within four (4) hours of time OWNER reports defective operation, and proceed with repair and maintenance work to restore operation promptly.

2.12.4 The Drawing indicates the location of the PBB, fixed walkway, foundation and the primary fleet mix at the gate. Location of PBB rotunda foundation may vary off center of terminal door location shown. CONTRACTOR shall allow for this adjustment. Verify and accept all locations (rotunda foundation, fixed walkway and aircraft position for various types of aircraft serviced) at the gate and advise the OWNER of any conflicts or code violations (such as excessive slope) prior to beginning the fabrication and commencement of installation of the PBB and fixed walkway.

2.12.5 Provide qualified supervisory and service personnel during the receiving and installation of the boarding bridge, fixed walkway, and associated equipment.

2.12.6 The CONTRACTOR shall advise the OWNER of any deficiencies or conditions which conflict with the Work of this section prior to the commencement of installation.
2.12.7 Verify and accept the exact type and location of as-built building air, power, and water services, foundation and building support if necessary.

2.12.8 The CONTRACTOR shall coordinate the work with the other contractor providing structural, electrical services and telephone services at the passenger terminal for the installation of a telephone unit for the operator’s use in the cab.

2.12.9 The PBB must be designed to perform its intended function for its “total life” period, when maintained according to the manufacturer’s instructions. The “total life” for which the equipment is designed, assuming it is used and maintained in accordance with the manufacturer’s recommendations, must be a minimum of 20 years, based on a frequency of use of 5,000 cycles per year. A corresponding certification to be issued by contractor.

PART 3 – Scope

The work to be executed by the Contractor under this Section shall included for the complete design, supply and installation of 6 units New passenger boarding bridges as shown in the Drawings, including all necessary associated works.

The works shall also include the Dismantling of the existing 4 units Passenger boarding bridges and turn over the 4 dismantled unit to MCIAA designated area. Proper care shall be observed to avoid damages to the existing PBB including its parts & Accessories; The PBB shall not be cut into several pieces.

PART 4 – Products

4.1 MANUFACTURERS

a) Leading industry Apron Drive Passenger Boarding Bridge brands has been used in preparing the technical specifications and thus establishes minimum qualities that the Prospective Bidders shall meet the required specifications. The Bidder shall submit adequate supporting information and Compliance Statement together with the Bid.

b) The PBB manufacturer shall be in existence in manufacturing PBB for at least the last 15 years and shall submit a duly certified and notarized List of Worldwide References together with the Eligibility Documents.

c) The PBB manufacturer shall have good performances in the fiscal reports for at least three (3) consecutive years and the PBB OEM shall submit Official Fiscal Year Reports or Audited Financial Statements for the last three (3) preceding calendar years from 2009 to 2011 as supporting documents together with the Eligibility Documents.

d) The prospective bidder shall submit together with Eligibility Documents a Certificate of Origin from the OEM Manufacturer for PBB to be supplied for the project. The PBB OEM shall be same as shown in the Certificate of Origin.
4.2 GENERAL REQUIREMENTS

4.2.1 GENERAL

Six (6) Brand New boarding bridges shall be provided each of the articulated telescopic-type. The boarding bridge shall be capable of servicing the aircraft specified for that particular gate.

Maximum slope on the adjustable section of boarding bridge shall not exceed 10%. Aircraft will be parked nose-in at the gates. Rotunda floor levels shall be the same as those of the corresponding terminal gates for each bridge.

4.2.2 ENVIRONMENT

All components and materials shall, individually and collectively, be designed and/or selected for long service life under the following environmental conditions.

Tropical climate of uniformly high temperature, high humidity and heavy rainfall throughout the year.

Ambient temperature -5 °C to 50°C; Maximum relative humidity 95%; and

Surfaces exposed to direct sun often attaining temperatures of 60 °C. Air conditioning system shall be considered.

All equipment and controls shall be designed and located to minimize exposure and effects of moisture and corrosion. Equipment and controls that are exposed to the weather shall be of weatherproof type.

The complete bridge assembly shall be weatherproof both when parked with the weather door closed and/or sealed to the airplane. Particular attention shall be given to eliminate leaks from windblown rain.

4.2.3 STRUCTURAL AND EQUIPMENT DESIGN

The boarding bridges shall be designed, fabricated and installed to meet all relevant authoritative standards which ensure an equal or higher quality.

Standard components of highest commercial quality, commercially available and conforming to approved standard shall be used. All materials and components assembled or fabricated into the equipment shall be new and unused, of high quality, of current production and free from any defects or imperfections which might affect the service-ability or appearance of the finish product.

All structural work, fittings, panels, etc. either ferrous or non ferrous, shall be
adequately and suitable protected from atmospheric corrosion during normal operating conditions in a hot humid climate. Adherent coatings, platings or corrosion resistant materials shall be used to effectively inhibit formation of rust and corrosion. All steel fittings, nuts, bolts, etc. shall be cadmium or zinc plated and anti-corrosive materials shall be used when mating surfaces of dissimilar materials to prevent corrosion by electrolytic action.

All rust and dirt shall be removed before coating and plating.

4.2.4 RADIO FREQUENCY INTERFERENCE

System equipment shall not create electromagnetic emissions which can, in any way, cause interference with communications within the airport or between the airport and aircraft or ground vehicles.

Electrical and electronic equipment shall be designed to operate without malfunction in the presence of normal electromagnetic emissions generated by other equipment installed or used at the airport, normal communications bands and radar systems.

4.2.5 MAINTENANCE CONSIDERATIONS

Particular attention shall be given in keeping components simple, rugged and easily accessible for routine maintenance component replacement.

All components shall as far as possible be of the package type for ease in replacement rather than necessary repair in place.

Major assemblies and components such as drive motors, electrical components, auto levelers, etc., shall be interchangeable and easily removed and replaced without extensive dismantling of other assemblies or components.

To facilitate identification, each item of equipment shall have nameplate of corrosion-resisting metal attached in a conspicuous location. Nameplate data shall included manufacturer's name, address, model number, capacity, rating and such other performance data as required to completely identify the item.

Access panels shall be of a size to accommodate the changing of components and access of personnel necessary to accomplish the change.

4.2.6 SAFETY CONSIDERATIONS

Safety to passengers, other personnel, aircraft and equipment shall be given prime consideration throughout.

The design shall be such that it shall not be possible for personnel, articles or litter to become trapped between moving and fixed components.

All components shall be designed to be fail-safe. In the event of an equipment failure or external influence such as improper operation, power failure or other adverse conditions affecting the proper function of the system or equipment, the said system or equipment shall revert to a safe state.
4.2.7 PERFORMANCE

Fully extended and retracted length of the adjustable section of each bridge at its respective gate shall be as indicated in Drawing as guide & reference. Cab floor height for each gate shall be stepless and variable to accommodate the aircraft at respective gate.

Horizontal swiveling about rotunda shall be to the left approximately 90 degrees and to the right approximately 90 degrees.

Operating speed shall be as follows:

- Extension/retraction speed: 0 m/min to 30 m/min variable;
- Lifting/lowering speed: approximately 1.2 m/min; and
- Cab rotation speed: approximately 2.5 to 3.0 degrees/sec.

4.2.8 EXECUTION REQUIREMENTS

4.2.8.1 General Description:

The rotunda, together with the connection between the bridge and the terminal, constitutes the horizontal and vertical articulation of the bridge.

It is formed by two differentiated parts: a part that does not move or a fixed chassis and another mobile part or rotating chassis.

The rotunda assembly functions as the PBB’s rotating element and is located at the terminal end. On the terminal end, the rotunda contains the PBB’s main support column and functions as the pivot for the PBB’s horizontal motion. On the aircraft end, the cab allows the structure to rotate and align with a variety of aircraft fuselage angles. The assembly shall be designed so that no loads or vibrations are transmitted to terminal. As the main pivot for the PBB the rotunda assembly shall allow the PBB to swing approximately ±88.5° ±1.5° in both clockwise and counter clockwise directions.

4.2.8.2 Rotunda Assembly

The rotunda assembly functions as the PBB’s rotating element and is located at the terminal end. On the terminal end, the rotunda contains the PBB’s main support column and functions as the pivot for the PBB’s horizontal motion. On the aircraft end, the cab allows the structure to rotate and align with a variety of aircraft fuselage angles. The assembly shall be designed so that no loads or vibrations are transmitted to terminal. As the main pivot for the PBB the rotunda assembly shall allow the PBB to swing approximately ±88.5° ±1.5° in both clockwise and clockwise directions.
a) Slope limits shall be adjustable up to 10 percent for both up and down slopes. This limit shall be set not to exceed 10 percent and is adjustable to meet local operating conditions and requirements.

b) The over-travel swing limit switch (electrical) shall be located on the support column. The trip plate for this switch shall be adjustable for local conditions. When this switch is actuated it shall stop the bridge and only allow horizontal travel in the opposite direction. The rotunda frame shall be equipped with rubber bumper type mechanical stops to prevent collapse of the telescoping tunnel sections.

c) Sensors (electrical) on the rotunda shall sense the position of the PBBs swing and sound a warning buzzer at the control console prior to the actuation of the over-travel swing limit switch and indicator. The actuation of the warning buzzer shall be adjustable to meet local conditions.

4.2.8.3 Rotunda

a) The rotunda shall be installed at existing and new PBB foundation. The rotunda floor shall remain stationary and level at all times and shall provide a smooth transition between the terminal and telescoping tunnels.

b) Flap type seals (dual) shall provide weather protection between the rotunda and the hinged telescoping tunnel section and shall be provided. Exterior seals shall utilize rubber and fire proof material.

c) Rotunda roof to be equipped with two fall protection tie off points.

d) The rotunda has a double end of swing to limit the complete assembly turn around the support column axle.

e) The slated curtain is made of galvanized steel meeting the standard of anti-fire protection of NFPA415. Blow-out prevention cables will be equipped.

f) A day/night video camera set is fixed underneath bridge to observe the apron around wheel boggy and service stair.

4.2.8.4 Column

a) The support column is a vertical element that provides the structural support for the PBB. The main support column is located under the rotunda, while a secondary support column or vertical lift system is located at the aircraft end of the PBB and is supported by the wheel section.

b) The support column shall rest on a foundation that shall be supplied by Owner. The support column shall be custom built to meet specific site conditions. CONTRACTOR shall coordinate with OWNER’s
representative to verify condition of existing and new PBB foundation (structural load, elevation at top of foundation and bolt pattern).

c) Provide reflectors or reflective tape on support column in pattern approved by OWNER.

4.2.9 TELESOCOPIC TUNNEL

4.2.9.1 Telescoping Tunnels

a) Apron drive PBB shall be two/three telescoping tunnels and are rectangular in cross section, with the largest cross section located closest to the aircraft. The telescoping tunnels have NFPA compliance glass sidewalls.

b) Provide flat roof tunnel or method to create a flat roof tunnel with adequate provisions (required drain holes and gutters) for water to run off.

c) The transition area shall accommodate the difference in elevation where telescoping tunnel sections overlap. This area consists of an angled floor section and a hinged transition ramp. The angled section of the floor is adjacent to the transition ramp. Provide a very shallow slope in the transition area.

d) Minimum interior clear dimensions shall be as follows:

- Minimum Floor Width 1500mm
- Minimum Interior Height 2100mm

e) The telescoping tunnels shall be equipped with a cable conveyance system capable of supporting a combination of cables and hoses (including GPU & PCA condensate hose) and shall be accessible to maintenance personnel for inspection or cable addition at all PBB positions and operating conditions.

f) Provide smooth continuous standard aluminium handrails along the right and left side of Tunnel; Handrails to meet OSHA/CADA Standards for size and length.

g) Travelling limits of telescopic tunnels:
Telescopic tunnels have a quadruple end of travel system to limit the translation movement of the telescopic bridge assembly.

First Level: By limit switch the drive movement speed are reduced to the pre-set ones.

Second Level: by limit switch, the actuation of this end of travel blocks the bridge Movement in one direction.
Third level: by Limit switch, the driving power is cut off.

Fourth level: Mechanical stopper end of travel that prevent dangerous over travel.

h) Bottom Guide major rails for sliding between each pair of adjacent tunnels, through which the tunnels extend & retract smoothly via rollers must be manufactured with cold hardened stainless steel bars.

i) The sides of the tunnel shall be covered with transparent glass panels at least total 23mm thick including the air gap, while other supporting steel frames shall be structure steel painted in the color to be selected by the Client.

j) The minimum inside dimensions of the smallest section of the adjustable part of the boarding bridge shall be 1500 mm wide and 2100 mm high at any point.

k) Where moving sections connect or overlap, short tunnel ramps shall be used. This maximum slope shall not exceed 25%

l) Tunnel arrangement shall be such that the tunnel with largest cross section is closest to the aircraft.

4.2.10 SERVICE ACCESS

a) A service access consisting of service door, landing and stair leading to the apron area shall be provided. The service access shall be located on the right hand side of the cab end of the PBB.

b) The lockable fireproof service door measuring a minimum of 2 feet 6 inches wide by 6 feet 8 inches high, shall be a hollow core, steel construction with a wire glass window measuring approximately 2 feet wide by 3 feet high. Door to be rated ¾ hour and shall be equipped with a five button combination lock with interior and exterior lever and removable key core. Provide a 30-inch by 2-inch less door width stainless steel kick plate on both sides of door. Interlock to be provided on service door which prevents horizontal PBB movement when the service door is open.

c) The service stairs connect apron and service platform. It shall be made of galvanized metallic anti-slip plate threads (open mesh) surrounded by a galvanized tubular steel handrail. The handrails shall include a fixed doorstop constructed to prevent from damaging the service door when swung open.

d) The service stairs are arranged paralleling with ground at all time inspite of the variation of PBB height. The service stair shall be able to accommodate the
attachment of baggage slide/lift equipment. A 100-watt incandescent light fixture shall be provided above the landing. The light shall be controlled by a switch located on the interior wall of the PBB adjacent to the service stair access door. Provide reflectors or reflective tape on landing guardrails and stair nosing as approved by OWNER.

e) On the forward tunnel or cab area, provide maintenance ladder with safety cage at the top attached to the landing side of the forward tunnel. Ladder to conform to applicable health and safety standards. Ladder to be hot dipped galvanized steel complete with steel cage. Provide guardrails, sized per applicable health and safety standards on top of the largest tunnel in the vertical drive area. Handrail shall be hot dipped galvanized steel and designed to meet applicable health and safety standards.

f) The service stair shall be equipped w self-adjusting risers and tread made from expanded metal with a serrated edge for a gripping surface and shall be supported on the apron pavement by caster type rollers. All steps shall have an equal rise. The tread width shall be not less than 28 inches and the maximum tread depth shall be 9 ½ inches. The length of the stair stringers shall be compatible with maximum PBB height. The service stair shall be protected on each side by handrails, which are designed to meet applicable health and safety standards. The service stair treads shall be made from galvanized steel. Handrails at the service platform shall be galvanized steel. The service stair shall be accessible to ramp service personnel at all operational heights and positions of the PBB.

g) A roof ladder with safety cage is to be installed providing access from the service platform to the roof for maintenance.

4.2.11 CAB SECTION

The cab shall be rotated by motor drive operating at the circumference of the fixed circular portion at the end of the outboard tunnel.

a) Sufficient viewing panels shall be provided to give the operator maximum visibility for safe control of the boarding bridge.

b) The aircraft side of the cab section shall be incorporated with an adjustable bellows type enclosure which shall include the necessary bumpers, canopy and side curtains to provide a sheltered transition from the cab to the aircraft. The canopy and side curtains shall be designed to form a weather tight seal at all points against the fuselage skin and surround both the doorway and the open aircraft door being serve. The edge of the canopy and side curtains shall be of a soft material to prevent scratching abrasion to the skin of the aircraft.

c) A flexible bumper along the full width of the cab shall be provided. The material shall be such that it will prevent scratching or damaging the aircraft fuselage when in contact.

4.2.12 VERTICAL, HORIZONTAL DRIVE AND ROTATION MECHANISMS

All mechanisms for actuating, guiding and restraining the bridge or its components shall be such that no noise, sway or sense of insecurity is apparent to the passengers. No vibration shall be noticeable in the terminal building gates. Bridge
shall not have excessive sway when brought to gradual stop.

There shall be smooth starts and positive stops.

The lifting mechanism shall be electro-mechanical and shall be equipped with brakes to hold securely at each elevation. The vertical brake shall be a fail-safe spring loaded design which shall apply in the absence of power.

The bridge shall be capable of simultaneous rotating and telescopic movement. The drive (wheels) in column shall be powered by independent electric motors. The bridge shall also be capable of being towed away in the event of a power failure or of the failure of a component.

4.2.13 CONTROL STATION

4.2.13.1 GENERAL REQUIREMENTS

a) A control station shall be provided at the aircraft side of the cab section. It shall be located such as to provide good visibility for the operator during maneuvering of the bridge and to cause the minimum obstruction of passenger traffic.

b) All circuits controlled at the main control station, with the exception of lighting, shall be de energized when the key switch is in the "off" position.

c) The console design shall require good human engineering practice to ensure simple operation of the console. Status indicators shall be properly grouped and identified. Console functions shall be identified in English using elementary concise terms supplemented by graphic symbols.

d) All control elements such as switches, push buttons, indicator lights, bulbs, etc. shall be easily replaceable.

4.2.13.2 CONTROL CAB

a) The control cab or operator compartment shall be located at the aircraft end of the PBB, which is used to connect the passenger door of aircraft. It shall provide the operator with a control console (LCD Touch screen), service utilities, and control interlocks required to accomplish PBB operation. This compartment shall be positioned on the left side of the cab and oriented to position the operator facing forward in full view of the aircraft during the maneuvering and the docking operations without obstructing passenger flow.

b) The control console shall be located in the operator compartment and shall be protected from the outside environment. Do not mount
equipment on console door. Provide floodlight or other cab area lighting adequate to illuminate control console. Master Key Switch shall be placed on the console faceplate.

c) All PBB motion controls shall be momentary contact type (deadman) controls, all other controls (light, floodlight, etc.) to be controlled within the LCD touch screen monitor. All of the motion controls shall be designed to be relative to the function of the PBB being controlled (i.e., raise and lower functions, the "RAISE" push button shall be located above the "LOWER" push button). The control console includes the following controls:

1. Master Key Switch: A three position master switch used to select "OFF", "OPERATE", or "AUTO" (automatic leveling). Key removable only in "OFF" or "AUTO" positions.

2. Forward/Reverse: A lever arm or joystick, which controls forward and reverse motions. As the joystick is moved progressively forward or back, the PBB speed shall increase proportionally with the position of the lever arm.

3. Steer: Steering, left or right shall be accomplished at the same time as forward and reverse motions using push button switches. An interlock shall prevent the PBB from being driven forward, left, and right when the aircraft closure is engaged with the aircraft.

4. Raise/Lower: for raising and lowering the cab end of the PBB.

5. Cab Rotate: switches for cab rotation, left or right.

6. Canopy: for independent adjustment of the left and right side of the bellows-type aircraft closure.

7. Flood Lights: for floodlights that illuminate the apron area under the aircraft and drive column undercarriage.

8. Position Indicator: CONTRACTOR's standard position indicator controls normal vertical height index and horizontal rotation index and length.

9. Cab Floor Auto/Manual: to change the cab floor level adjustment from an automatic operation to a manual operation.

10. Cab Floor Level: A relative motion to control the cab floor level adjustment while in the manual mode.
11. Stop: An emergency stop button that shuts down all PBB movement when pressed. Button shall be illuminated upon activation.

12. Travel Warning Bell: to activate travel warning bell.

13. Lamp Test: for control console indicator lamp test.

14. Automatic Speed Reduction and Stopping: An ultrasonic speed reduction set is mounted at the front of cab. When actuated in a preset safety distance of 1500mm (adjustable) from the aircraft, this devise can automatically reduce the speed of PBB to a safe one ensuring the safety of the aircraft.

15. Aircraft Wing Protection: to stop PBB when approaching at critical distance from aircraft wing.

16. Height Measuring: Ultrasonic sensors are mounted under cab to measure the actual height of cab. In addition, they are also a protection set when there is an obstacle detected under PBB.

17. Pre-position/pre-parking/point to position: a pre-programmed sill levels for various type aircraft. When activated, the pre-position program will be carried out so as to drive the PBB from present position to aimed position.

18. CCTV wheel monitor and image recorder: A CCD color monitor camera with auto-iris installed beneath the bridge. The camera fitted inside a weatherproof casing. It can monitor the vicinity of the wheel bogey. TV picture from the camera is shown on TV monitor at the control panel and connected to existing CCTV system for safe operation. Recorder capable to store moving images up to 1000 hrs.

19. Buttons on LCD Screen: on the LCD touch screen, the buttons for floodlight, front door light, lamp test, interlock (when 400HZ converter or PCA units is operating if equipped) In addition, the standby buttons with same function are fitted on the control panel.

20. Displaying Meters: The cab sill height, length and slope of PBB, angles of cab rotating, tunnel swing, wheel carriage rotating can be displayed on the LCD touch screen, the parameter shown in digital and graphic modes at the same time.

21. Control System: The control system will be based on the utilization of standard type of PLC, a color LCD screen, monitor video fixed adjacent. The LCD including on-board system works with PLC together managing the bridge as a back-up system.

The system can realize the following functions:
a. Manual operation  
b. Auto-level  
c. TV monitoring  
d. LCD operations  
e. Status Indication  
f. Diagnosis  
g. Display  
h. Safety protection for man-operation, etc  
i. The operation and fault history can be stored and printed out if needed.

22. Manual Operation

Operation of Joystick: A level (joystick) on the control panel can control PBB's horizontal motion and rotation of the wheel bogey simultaneously. The speed of PBB can be adjusted steplessly by simply pushing the joystick. As a result, PBB can be operated conveniently, precisely and smoothly.

PBB can complete the entire movements for serving aircraft by pushing joystick and buttons on the control panel.

23. Audible and Visible Alarms: While PBB is driven horizontally, audible and visible alarms warn people and vehicles on apron to avoid an accident. An alarm bell shall be installed under the tunnel. There shall be a yellow flashing beacon on each side of the wheel body. While PBB is moving, the alarm unit and the flashing light will be switched on. When the horizontal motion ceases, the alarm unit and the flashing light will be off.

24. Auto-level

a. Auto-level operation: When the key switch is turned to auto-level mode, auto-level wheel shall extend out to aircraft fuselage and limit switch can feed back the signal of aircraft's height changing to PBB control system, so the PBB can follow accordingly. This function ensures the height of the cab to match with that of aircraft's doorsill.

b. Auto-level devise shall be positioned inside cab for convenient maintenance, equipped with cover preventing passenger from touching.

c. Alarm of auto-level system: There shall be sensors in the auto-level unit detection. Once a malfunction of auto-level system occurs, it will be displayed on the LCD. At the same time, an audible alarm, sending out from a buzzer on the control console or a horn under the tunnel, will remind the maintenance personnel to deal with the malfunction quickly.

25. TV Monitor
A 1/3" CD color camera with auto-iris shall be installed in the bridge. The camera is fitted inside a weatherproof casing. It can monitor the vicinity of wheel bogey. The floodlight is installed near the camera beneath tunnel to illuminate the apron and bogey area for camera.

TV picture from the camera shall be shown on monitor at control panel, so the operator can be given another eye to see the apron around the wheel bogey conveniently.

26. Touch Screen (LCD)

26.1 There shall be a pro-face which is supported by color touch screen on the control panel. It can realize such functions as operation, status display, parameters display, and can also display malfunction information (diagnosis, record, display and print).

26.2 A unique software programming shall provide powerful on-line technical support, and is helpful to operators to conduct the operation and maintenance of PBB.

26.3 Description of typical LCD:

- LCD screen shall be divided into button zone, parameter and dynamic picture showing zone, information display zone, TV picture display zone (monitoring apron and wheel bogey), date and time zone, working status zone, indicating mark of limit position, and flashing ball for the communication of LCD with PLC.

26.4 Fault History or Printing

Fault or operation information shall be recorded by LCD for more than one (1) week. A lookup function can be provided for an operator.

When a malfunction recorded is touched, a full screen window shall pop out showing the malfunction description and solution. If the window is not needed, the operator can touch the button "CLOSE WINDOW".

The LCD shall provide printing interface. Maintenance people can print the current page of fault history and can
also print a maintenance sheet which shows the PBB number, time, date, fault description and solution. According to the sheet, the operator can know about the fault occurred in PBB, analyze the frequency of the fault, and lay a maintenance plan, so the repeating fault is preventable.

A minimum of 30 alarms information shall be stored in a non-volatile memory.

d) Rubber bumper is attached to the front end of cab floor for safe contact with aircraft. The material of bumper meets NFPA 415 standard. Three proximity limit switches are respectively housed at left, middle and right under the bumper. When the fuselage of the aircraft touches any one of the switches, the wheel bogey will halt at once and cab rotation is constrained so as to protect aircraft from damage to the utmost extent.

e) Cab Door (Bridgehead Door): A swing door partially glazed with safety glass is installed on the right side of the control console in the cab. It functions as both an intruder-proof door and a weather resistant door.

f) Safety Strap: in front of the roll-up door, a safety strap, 1.2 meter above the floor of cab and with strongly contrasting colors, shall be provided, and can bear the normal level force of an adult.

g) Control Console: Upon driving PBB, an operator stands behind control console. Various buttons and indicators, a joystick, a display and other controls are on the panel of control console. The operator can look out through the safety glass windows on the upper and side control console and at the same time observe the video picture of the wheel bogey displayed on the screen to dock or undock from aircraft. Electric parts, such as programmable logical controller (PLC), are integrated and enclosed inside booth of control console.

h) Operator Vision: Operator can observe the apron situation from the windows in front of the control console and also on the left and right side of the cabin. Operator can operate the bridge secret and clear view, and the camera mounted under the tunnel adjacent to the rotunda.

i) Rotation System: The motor is made by SEW-EURO DRIVE (or equivalent brand), meeting VDE standard, with integral brake and overload protections etc in it.

j) Provide an A/C system capable to maintain comfortable air temperature on the entire area of the PBB at fully extended. Provide a 1500-CFM ventilator (min), mounted on the fixed cab (bubble) roof,
which exhausts hot air from the PBB. The damper shall be gravity operated and the ventilator shall be console operated. Provide ceiling mounted smoke detector at rotunda and connect to shut down ventilator operation in the event of fire. Provide bird screen on exterior of ventilator.

k) The PBB cab shall be designed to rotate a minimum of 125 degrees. Rotation shall be 92-1/2 degrees counter clockwise and 32-1/2 degrees clockwise from the tunnel center line.

l) The cab shall rotate at a speed of not less than 145 degrees per minute (2.41 degrees/sec). Limit switches and physical stops shall control the rotation limits.

m) Rotating Limits of Cab: Cab has a double end of travel system to limit the rotation of the bridgehead.

1. First level: Electronic control using potentiometer to measure rotate angle, display the real time angle degree on the screen and assist the operator.
2. Second level: By limit switch, this end of travel action blocks the bridge movement on one side.
3. Third level: Mechanical stops.

n) The cab shall be equipped with a forward facing control console (LCD Touch screen). The console shall be located behind a laminated safety glass window. Operation of the PBB shall be possible without opening the weather doors. Additional visibility shall be obtained through the wire glass vision panels in the side-coiling curtains and windows located in the front, left and right of the operator. The front window size shall be at a minimum of 2'-8" x 2'-0" or per CONTRACTOR’s standard size. The left window size shall be 11" X 30-1/2" or per CONTRACTOR’s standard size. The right window shall be a minimum of 2'-8" X 6" or per CONTRACTOR’s standard size.

o) Provide aircraft sensors indicating the presence of the aircraft within an adjustable range. The sensors shall be space limit switches. The two switches shall be mounted underneath the cab spacer, one at each end with an arm attached to each switch. A nylon roller at the end of the arm contacts the aircraft deflecting the arms and the limit switch stops the forward movement of the PBB.

p) Provide externally mounted cab mirrors at the left and right windows for viewing the apron area from the operator’s position. A wheel bogie mirror shall be installed and positioned in such a manner that the operator can constantly view the wheel bogies from the control console.
q) Weather doors, complete with vision panels, shall be provided adjacent to the console to seal and secure the interior when the PBB is not use.

r) Provide a removable chain across the weather door.

s) A full width spacer shall be located at the aircraft end of the cab floor. The spacer material, which meets the fire protection specifications of NFPA-415, 1997, shall be sufficiently flexible and non-abrasive to prevent scratching or other damage to the aircraft fuselage.

t) Provide cut-out in the cab spacer to miss the pilot tube on a B737 aircraft.

u) The aircraft end of the cab shall be equipped with a cab floor that adjusts to level for various aircraft floor heights. The floor shall be independently adjustable to adapt to all aircraft doorsills. It shall be designed to level automatically and shall be equipped with a manual override control switch. The floor shall be capable of providing a level surface adjacent to the aircraft doorsill for full range PBB slopes. No portion of the cab floor shall exceed 8 percent slope in the direction of expected passenger traffic. The automatic leveling system corrects the floor to a slope not to exceed 0.5 percent (0.3 degrees) after a threshold slope not to exceed 2 percent (1.2 degrees) has been reached. A double hinge floor shall provide a smooth transition between the level floor and the tunnel section providing a smooth platform sloped in the direction of passenger traffic flow. The maximum slope shall be limited to plus or minus 6.5 degrees (11.4 percent). There shall be no raised surfaces in the passenger traffic area which may introduce a tripping hazard to the passenger.

v) Electrical interlock sensors shall be provided to modify the operation of the bridge when in close proximity to the aircraft. These shall include, but not limited to:

1. Reduce cab forward speed when within 1 meter to 2 meter of the aircraft.
2. Safety limit switches around the cab floor opening and on the leading edge of the moveable section of the aircraft spacer.
3. Built-in logic to ensure protection of the aircraft.
4. Passively deployed handrails shall be used where possible. A barrier shall be used to prevent access by passengers to the left side of the PBB cab.

w) Exterior floodlights shall be provided at bogie wheel locations and underside of tunnels (placement of lights not to interfere with tunnel movement) for night times’ operation to illuminate the apron area ahead of and under the PBB. A weatherproof fluorescent fixture complete with cold start, high power factor ballast shall be provided outside the weather doors to illuminate the cab-aircraft interface.

x) Provide interlock for connection to PBBs circuitry to prevent cab right and left rotation while the aircraft canopy is fully extended.
y) Provide 5-lb. fire extinguisher UL rated 3A-40BC and support brackets next to console.

4.3 Safety Protection

In order to ensure safety of operators, passengers, aircraft and PBBs, the PBBs' safety protection is designed carefully in such aspects as component choice, electric circuitry scheme, control logic interlocking etc. It can avoid damage from occurring when malfunction, mal-operation or component failure happen.

4.3.1 Limit Switch Protection

a. Protection of slowing and stopping limit switched: An ultrasonic sensor shall be installed in the front of cab. When actuated in safety distance of 1500mm (adjustable) from the aircraft, this devise can automatically reduce the speed of PBB to a safe one, thus ensuring the safety of aircraft.

b. Three limit switches are respectively housed at left, middle and right under the bumper. When the fuselage of aircraft touches any one of the switches, the wheel bogy will halt at once and cab rotation is constrained to the utmost extent so as to protect aircraft from damage.

c. Redundancy configures of important position limit switches: Double limit switches shall be housed respectively for extension/retraction limit. Actuating anyone of them will send a signal to control system and stop the corresponding movement.

d. There will be two grades of limit switches for left/right swing. The first grade will stop movement toward limit, and the second grade will cutting off the driving power.

e. For extension/retraction of PBB tunnel, slowdown limit switches are fitted before the length limit, so that the PBB can reach the limit safely.

f. In addition, mechanical stops shall be installed respectively at tunnel extension/retraction and cab left/right limit positions, to ensure the PBB moving reliability and safely.

g. Two limit switches shall be installed on both sides of canopy. When canopy touches aircraft fuselage, they can stop the extension of canopy; when the relative movement between PBB and aircraft causes excessive pressure on the aircraft, the canopy will automatically retract till the pressure decreases to an allowable value. Not only does this ensure that canopy touches the fuselage closely but also no damage will occur to aircraft.

h. Limit switch for aircraft wing protection
   An aircraft wing protection limit switch is attached at the right front end of PBB to prevent damage to aircraft wing, if necessary.
i. Other limit switches

There are other protection limit switches in PBB including tunnel slope limit switch, auto-leveling wheel extension/retraction limit switches, cab left/right rotation limit switch and wheel bogey left/right rotation limit switches, etc. The status of these limit switches shall be displayed on LCD. When a limit switch acts, the color of corresponding indicator on LCD will be changed to red.

j. Interlock protection

When key switch is turned to auto-level status position, all manual operations are locked (emergency stop and emergency descending excluded). When canopy extends out, the related motions such as tunnel forward, cab rotation will stop.

k. Red emergency buttons

Two red emergency stop buttons, with indicating lamps shall be located respectively on the control panel and the wheel bogey. When either of the two emergency buttons is pressed, the indicating lamp will switch on and the related information shall be displayed on LCD. Indicating lamp shall be housed in the emergency button, and the operator on a bridge can know clearly whether the bridge is on the status of emergency stop. The action of emergency button will cut off driving power to stop PBB's entire motion, but the power for control circuit is still on for maintenance. And main power keeps power the light system.

l. Leakage protection sockets

All the sockets of PBB shall be powered by leakage current protection switch. According to the standard requirement, the sensitive rating current of leakage protection switch selected is 15mA. When leakage happens, the differential current in the switch's induction loop triggers the switch. This prevents person from being harmed.

4.3.2 Electric protections

a. Motor protection functions

The selected motors shall have an overload protector and a thermal relay shall be provided in control system. When motor is overloaded, the thermal relay triggers and sends signal to PLC. At the same time, the screen will display thermal relay status, and power to the motor will be cut off.

b. Control System protection Functions

Besides the protection for motors, a multi-function protection device shall be provided. It can protect power circuitry from voltage abnormal, phase lose etc. In addition, the air breaks in each branch can protect equipment and circuitry from overload and short.
4.3.3 Audible Warning
   1. Audible alarm while PBB motion
   2. Audible warning in PBB’s malfunction status

4.4 Lighting, switches and sockets

4.4.1 Inner lighting and switches
   a) Inside the rotunda, telescopic tunnels and cab, tubular compact fluorescent lights shall be installed for illumination with an average level of 200-250 lux. All lights will be easy to replace.
   b) Inside the rotunda, telescopic tunnel and cab, the emergency lights shall be equipped for safety lighting with integrated battery back-up in case of power supply failure; the lights will have 30 minute autonomy. The illumination level will achieve a minimum of 5 lux in cab and 1 lux in tunnels at floor level.

4.4.2 External lighting
   a) Two floodlights shall be fixed under cab to illuminate apron while another floodlight is fixed under tunnel to illuminate the apron around the whole bogey.
   b) An external watertight light shall be switched via a day light switch to illuminate outside of cab.
   c) A watertight for service stairs shall be installed above the service door. It can be turned on by a toggle switch.

4.4.3 Alarming lighting
   a) There shall be a flashing amber light on each side of the wheel bogey. While PBB is moving horizontally, the audible alarm unit and the beacon light will be turned on. When the horizontal motion ceases, the audible alarm unit and the beacon light will be turned-off.
   b) In addition, two-fixed red low intensity obstacle light shall be fitted on the cab roof of each PBB.

4.5 Emergency or maintenance back-up system

4.5.1 Support brackets:
The supplied support bracket is usually used to assemble the bridge at site for first erection.

4.5.2 Also a support bracket can be used as maintenance tools, when the bridge needs to be hold up and inspect the wheel bogey or the driving system.

4.6 Towing retraction system
4.6.1 Towing bar shall be provided. In case of power failure, the PBB can be towed to retract from servicing position as soon as two travel motor brakes have been released.

4.7 Utilities

4.7.1 Six pair (twelve conductors) wire outlets for the installation of telephone shall be located on left sidewall at the control console. Provide mounting plate for installation of telephone.

4.7.2 Provide bracket, junction box and cable for telephone or headset on the lower portion of the drive column.

4.7.3 Unswitched, parallel slot, 220 volt, 1 phase, 60 Hz, 20 amp three conductor duplex receptacle shall be provided as follows:
   
   a) Provide bracket, junction box and cable for telephone or headset on the lower portion of the drive column.

   b) Unswitched, parallel slots, 220 volt, 1 phase, 60 Hz, 20 amp three conductor duplex receptacles shall be provided as follows:

      1. One near the operator’s console.
      2. One in the Rotunda.
      3. One near the midpoint of each tunnel.
      4. One weatherproof outlet at the wheel undercarriage near one of the lift columns.
      5. One near the terminal end of the connecting walkway.
      6. One weatherproof outlet on the tunnel roof near the lift column assembly.
      7. One weatherproof outlet at disconnect panel on the rotunda column.

4.7.4 Outlet specification: Hospital grade, duplex, polarized, grounding three wire type ground fault circuit interrupter outlet with LED indicator light, rated at 20 amperes at 220 volts, with stainless steel, AISI No. 4 finish cover plates.

4.7.5 All conductors for lighting, receptacle outlets, and fans shall be #12 AWG stranded copper.

4.8 Pre-position/ Pre-parking/ Point to Go

4.8.1 Pre-position: Wherever PBB is, it will be driven to a pre-programmed aircraft sill height by the operator via touch control. Return to operation mode from pre-position can be accomplished via return touch control.

4.8.2 Pre-parking: Activating pre-parking touch control shall move bridge to the pre-programmed home position.

4.8.3 Point to Go: Point to go function is a combination function using the joystick to drive bridge to a desired position.
4.9 Aircraft Closure

4.9.1 The aircraft end of the cab shall be equipped with light gray colored folding bellows aircraft closure. The closure, when fitted against the fuselage, surrounds both the open aircraft door and the doorway to protect passengers from the elements. The covering shall not absorb water, shall be highly tear resistant and shall remain flexible from ambient at minus 5 degrees F to 96 degrees F DB. Closure to meet fire-rating NFPA-415, 1997. The closure shall be designed to seal against the tight contour of B747 to MD 9 and all appropriate commercial aircraft.

4.9.2 Each side of the aircraft closure shall be independently actuated to seal against aircraft contours.

4.9.3 Pressure sensitive switches shall be incorporated into each side if the closure mechanisms to prevent excessive pressure on the aircraft (2 psi maximum). The contacting seal shall be a resilient bellow type to prevent scratching or damage to the aircraft skin. The seals that contact the aircraft shall be segmented.

4.9.4 The aircraft closure shall provide an acceptable weather seal around the very small fuselages of the aircraft types the bridge can accommodate. Gaps between the aircraft closure and the fuselage shall be minimized. The aircraft closure shall accommodate all aircraft types PBB is designed to.

4.10 Automatic Leveling

4.10.1 The PBB shall be equipped with an automatic leveling system. This system allows the PBB to follow changes in the aircraft elevation that occurs during aircraft loading and unloading. The auto-leveling system shall function with equal reliability for all aircraft contours. The auto-leveler shall be located on the right side of the cab. The auto-leveler shall be located inside the cab area and in full view of the operator at the control console at all times. To prevent accidental activation of auto-leveler, must not be visible or accessible to passengers.

4.10.2 The auto-leveler shall be engaged when the master selector switch is positioned to "AUTO".

4.10.3 The auto-leveler circuit shall include an adjustable sustained travel timer. The timer shall limit auto-level operation to a maximum of six seconds. The maximum time shall be adjustable from 1.6 to 6 seconds. A fault condition shall be assumed if the operation exceeds the set time limit. All motor power shall be disconnected, audible and visual alarms energized.

4.11 Drive Column

4.11.1 Drive systems shall provide smooth, quiet, simultaneous vertical, horizontal and swing steering travel to move the bridge on a constantly varying curved radial or straight path. Provide reflectors or reflective tape on drive column in a pattern approved by the OWNER.
4.11.2 Horizontal Drive System

a) Horizontal drive system shall use AC gear motors with integral brakes. The AC motors shall be driven by solid state variable frequency motor controllers. The controller shall provide a variable frequency signal to provide adjustable speeds from 0 to 90 feet per minute. The controller can be adjusted to provide optimum responsiveness to the horizontal controls. The controller provides built in diagnostics to assist with trouble shooting.

b) A steer angle of 180 degrees shall be possible. Steering speed shall be adjustable from 16 degrees per second minimum to 42 degrees per second maximum.

c) A regenerative braking system shall allow the PBB to come to smooth controlled stops. Integral spring-applied electrically released brakes shall be provided with each drive motor. The brakes shall lock the PBB in place when electrical power is disconnected. This shall also occur when the joystick is in the neutral position.

d) The horizontal drive motors shall be equipped with manual brake releases. This allows the PBB to be towed in the event of power failure. Tow lugs are a component of the lower wheel frame.

4.11.3 Vertical Drive System

a) Vertical drives shall have fail-safe and fault detection provisions to automatically prevent vertical travel in the event of loss of power or differential travel in the lift mechanisms.

b) Each drive column shall be designed to support the full weight of the bridge if the other should fail.

c) The PBB shall be moved vertically synchronous to elevation.

d) Vertical drives shall be equipped with brakes to hold securely at each elevation within the total vertical range.

e) Vertical drive shall be electro-mechanical

f) Brakes shall apply automatically in the event of loss of power.

g) Minimum vertical travel speed shall be 30 to 42 inches per minute.

4.11.4 Tires

Drive assemblies shall be equipped with solid tires to avoid explosion that may happen to pneumatic aircraft grade tires and simplify the work of maintenance.
4.11.5 Towing and Service Accessories

a) Drive assembly shall be equipped to receive a tow bar on either side to facilitate being pushed or pulled by a standard aircraft tug.

b) Jack Stand: Provide one jack stand for supporting the weight of the PBB when the drive column needs to be serviced and or removed. The jack stand shall mount on the tunnel between the cab bubble and the drive column. CONTRACTOR shall determine jack stand height based upon terminal or fixed tunnel floor height.

c) Tow Bar: Provide one tow bar to attach to the drive column to be used to pull the PBB on the apron in the event of lower drive column failure.

4.11.6 Positive Mechanical Stops

Positive mechanical stops shall prevent any dangerous over-travel where any component may become disengaged from its supporting, guiding or control components. These mechanical stops shall be provided in addition to other safeguards provided to restrict over-travel under normal operation and control.

4.11.7 Typhoon Tie-Downs

Provide nylon straps attached underneath the bubble’s floor and extend 12 feet out from the center line of the PBB where they hook to bolts that are in the concrete apron. The PBB will typically be in a retracted and stored position to use.

4.12 Interior Finishes

4.12.1 The ceiling shall be finished with aluminum panels treated with plastic coating. The planks shall run perpendicular to the tunnel center line and continuously from wall to wall.

4.12.2 The interior light fixtures shall be recessed and blend with the ceiling design. The interior light fixtures shall be an energy savings, white and instant start lamps.

4.12.3 Emergency lighting shall be by recessed battery pack units. Battery pack units shall have a 60-minute life.

4.12.4 Insulating layer of foamed fire resistant high-density fabric between the inner ceilings. The thermal insulation layers will adopt a fireproof, audible and heat insulating material.

4.12.5 The subfloor in the cab and bubble area shall be 1/4-inch aluminum plate. The subfloor in the remainder of the PBB is ¾ inch thick marine grade fire retardant plywood. Ribbed rubber, ¼ inch thick, shall be applied to the floor from the aircraft end of the PBB to the terminal side of the service door.
4.12.6 Carpet shall be provided by the CONTRACTOR and shall be installed at rotunda, tunnels, transition ramps, and Fixed Walkway. Carpet shall be selected by OWNER from CONTRACTOR's standard colors and patterns.

4.12.7 Side walls shall be made of safety glass panels in accordance with NFPA anti-fire protection standard installed outside of the steel structured truss. A neutral silicone weatherproof sealant applied between glass panels.

4.12.8 Glass panel shall be tempered low-E insulated glass with thickness of 23mm (8mm +9mm dried air filling + 6mm) and the district features of sound, heat insulation and safety will be offered.

4.13 Exterior Finishes

4.13.1 All exterior steel surfaces shall be abrasive blast cleaned in accordance to R13 of ISO4628-3 or equivalent. The blast profile shall be defined by ISO standard 12944 or equivalent. A zinc epoxy base painting for primer coat and a top layer painting using polyurethane flat paint. Color to be selected by Owner.

4.13.2 All the main structure of PBB and exposed steel parts are finished with painting process as follows:

a) Sand blasting: the main structure surface must be treated with sand blast
b) Primer coat: rich-zinc epoxy base painting is applied. The thickness of dry film at least 60µ
c) Medium painting: epoxy thickened middle paint with the thickness at least 120µ
d) Top painting: polyurethane flat painting with the thickness at least 50µ

4.13.3 All non-exposure metallic surfaces are finished with sand blast, base coat and middle paint with painting process as follows:

a) Sand blasting: the main structure surface must be treated with sand blast
b) Primer coat: rich-zinc epoxy base painting is applied. The thickness of dry film at least 60µ
c) Medium painting: epoxy thickened middle paint with the thickness at least 120µ

PART 5 – Performance

5.1 Functions: The equipment must perform the following functions:

5.1.1 Provide a means for boarding passengers directly from the terminal boarding area to the aircraft door.

5.1.2 Allow the aircraft end of the PBB to move vertically or horizontally in order to position the floor of the PBB to be equal to the lower lip of the aircraft doorsill, providing a level boarding surface.
5.1.3 Provide a space in the cab for temporary placement of oversized carry-on luggage and other equipment to function as a staging area during aircraft loading/unloading operations.

5.1.4 Provide passenger protection from external weather elements.

5.1.5 Provide passenger protection from ramp fuel spill fires (NFPA 415).

5.2 Operational Standards

5.2.1 Movement. Unless mentioned below, there are no maximum velocity or acceleration limits for the PBB when occupied by the control station operator. When the PBB is mated to the aircraft door for passenger loading/unloading operations, the maximum amount of acceptable movement is that which allows the automatic levelling system to function properly, as described below.

a) Manoeuvring Operations; the cab rotation angle can vary depending on customer requirements; the cab rotation speed can be fixed or variable between 0 and 4 degrees per second.

b) Docking Operations. Sensors should be placed in the cab of the PBB to safely prevent dangerous contact with the aircraft.

5.2.2 Stability / Automatic Levelling

a. The PBB must be equipped with an automatic levelling system (auto-leveller) for occupant safety while the unit is mated to the aircraft door. This system allows the PBB to follow changes in the aircraft elevation that occur during aircraft loading and unloading, and places the cab floor in a level surface adjacent to the aircraft doorsill height. The auto-levelling system must function with equal reliability for all aircraft contours.

b. The auto-leveller must be designed to level automatically while still being capable of independent, manual adjustment.

c. To engage the automatic mode, an actuation switch or master key switch must be positioned to “AUTO”. A manual override switch for manual adjustment must also be available, but protected to prevent unauthorized adjustments. All auto-leveller switches and controls must be located so that they are in full view of an operator stationed at the control console.

d. The auto-leveller circuit must include a sustained travel timer. The timer limits auto-level operation to a time which must be adjustable from 1.6 to 16 seconds (4 seconds being recommended). If the operation exceeds the set time limit it must trigger a fault condition, upon which the system disconnects all motor power and energizes audible and visual alarms.

5.3 Noise and Vibration. All mechanisms for actuating, guiding, and restraining the PBB and its associated components must be designed so that no noise or sway, other than that caused from the auto-leveling equipment, is apparent to the passengers using the PBB. No operating vibration or loads must be transmitted to the terminal building or fixed passageway from the PBB.
5.4 Operability. The PBB must be capable of operating with any possible combination of passenger loading.

5.5 Operating Times

5.5.1 Setup/Deployment Time. The time required for a trained and proficient operator to setup and deploys the device upon arrival at the passenger loading area or aircraft must be 2 minutes or less.

5.5.2 Storage Preparation Time. The time required for a trained and proficient operator to prepare the device for standby storage must be 2 minutes or less.

5.6 Emergency Operations. The system must incorporate a tow lugs to allow the PBB to be moved in case of an emergency.

5.6.1 The cab station must be furnished with a fire alarm pull station tied to the terminal’s alarm system.

5.6.2 The cab area must be equipped with a fire extinguisher and smoke detectors.

5.6.3 Power or Equipment Failure. The system must be protected against uncontrolled movement in the event of a power source failure of any type (i.e., electrical).

   a) Electrical or electromechanical lift components must be equipped with brakes to lock the system in the event of power failure or malfunction.

   b) The location of emergency controls must be easily identified and must be located so as not to create a potential hazard to the operator or equipment during operation.

5.7 Storage / Security. Requirements needed to properly store and secure the device must be supplied by the manufacturer. Weather doors must be provided adjacent to the console to seal and secure the interior when the PBB is not in use. These doors must be swinging double doors that open inward and can be latched open or closed. The clear width of the weather doors when open must be no less than 36 inches (0.91 m). The use of an electric operated rollup door in lieu of the double swinging doors is an acceptable alternative

5.8 Environment

5.8.1 Weather. The PBB and all associated outdoor mounted equipment must be designed to withstand the following extreme climatic conditions and operate without damage or failure:

   a) Ambient temperature range: 23 degrees F (-5 degrees C) to +122 degrees F (+50 degrees C) ambient outdoor air temperature.

   b) Relative Humidity: 5% to 90%.

   c) General Environment: Dust and airborne hydrocarbons resulting from jet fuel fumes.

5.8.2 Components must be protected from mechanical, electrical, and corrosion damage causing impairment of operation due to rain, sand, grit, and dust.
5.8.3 All electric motors, controls, and electrical wiring / equipment placed outdoors must be weatherproof in order to protect the equipment and connections from the elements.

5.8.4 All non-moving structural components and materials must be individually and collectively designed and selected to serve the total life requirement under such conditions. Moving or working components, such as wheels, aircraft closures, motors, brakes, etc. are exempt from this provision.

5.8.5 Internal Conditions. The terminal end of the PBB must be designed to resist excessive temperature (100 degrees F or 38 degrees C) and exhaust fumes, such as those produced by aircraft engines and ground service equipment. Insulation and ventilation must be provided, if necessary, to limit internal temperatures to a maximum of 85 degrees F (29.4 degrees C) on a calm, fully sunlit day of 100 degrees F (37.8 degrees C).

5.9 Aircraft Compatibility

5.9.1 Aircraft Types. The OWNER will specify the aircraft required to be served by the PBB.

5.9.2 Design Considerations. All aircraft models specified by the purchaser to be served must be surveyed by the manufacturer for compatibility. The following aircraft size/configuration factors will have a significant effect on the design of the system:

a) Aircraft doorsill height.
b) Aircraft door width.
c) Aircraft door location.
d) Aircraft components adjacent to the door constituting obstructions (wing, tail, engine nacelle, propeller, etc.)
e) Air stairs / air door.
f) Air stair handrails.
g) Vertical movements of the aircraft (doorsill) during emplaning / deplaning.
h) Aircraft parking arrangements.
i) Ramp planning procedures.
j) The resultant PBB corridor slopes from aircraft to terminal.
k) Unless otherwise specified by the OWNER, PBBs are not required to serve aircraft that have a stairway that cannot be retracted while the door is open.

5.10 Aircraft Closure. The aircraft end of the cab must be equipped with a folding bellows aircraft closure. The closure, when fitted to the aircraft fuselage, must surround both the open aircraft door and the doorway to protect passengers from the elements. The covering must repel water, be highly tear resistant, and remain flexible from 23 degrees F (-5 degrees C.) to +122 degrees F (50 degrees C).

PART 6 Executions

6.1 Installation
6.1.1 Provide a complete operable installation including fixed walkway, and associated equipment as required.

6.1.2 Installation shall comply with all applicable codes and CONTRACTOR’s instructions and recommendations.

6.2 Structural Support Elements

6.2.1 Verify and accept the design dimensions from the top of the foundation(s) to the floor of the terminal building doorsill at fixed walkway location and between PBB and fixed walkway. Verify and accept anchor bolts. Verify and accept apron elevations, anchor bolt pattern, height of the anchor bolts above the top of the foundation and the fixed walkway height from terminal doorsill to top of foundation shown on the plans. If existing anchor bolt pattern, sizes, and locations do not meet the requirements of this project, inform the OWNER immediately. Coordinate elevations with the bridge operations, layout, and maximum slope to assure that the selected PBB and fixed walkway will meet the requirements of the application within the CONTRACTOR’s installation guidelines and constraints of the model selected. The CONTRACTOR shall notify the OWNER if any conflicts arise.

6.2.2 All anchor bolts shall be properly protected from bending and damage during and after construction. Install anchor and levelling nuts, as required to complete the installation. After installation, tack-weld the anchor nuts to the base and install two nuts. All zinc coating removed or damaged by welding or by any other reason shall be cleaned and repaired with galvanizing repair primer.

6.2.3 The Drawing indicates the location of the PBB, fixed walkway, foundation and the primary fleet mix at the gate. Location of PBB rotunda foundation may vary off center of terminal door location shown. CONTRACTOR shall allow for this adjustment. Verify and accept all locations (rotunda foundation, fixed walkway and aircraft position for various types of aircraft serviced) at the gate and advise the OWNER of any conflicts or code violations (such as excessive slope) prior to beginning the fabrication and commencement of installation of the PBB and fixed walkway.

6.2.4 Provide qualified supervisory and service personnel during the receiving and installation of the loading bridge, fixed walkway, and associated equipment.

6.2.5 The CONTRACTOR shall advise the OWNER of any deficiencies or conditions which conflict with the Work of this section prior to the commencement of installation.

6.2.6 Verify and accept the exact type and location of as-built building air, power, and water services, foundation and building support.

6.2.7 The CONTRACTOR shall coordinate the work with the other contractor providing electrical services and telephone services at the passenger terminal for the installation of a telephone unit for the operator's use in the cab.
Section VII. Drawings

(See attached drawings)
Section VIII. Bill of Quantities (BOQ)

*(See BOQ)*
### Section IX. Bidding Forms

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Bid Form

Date: _______________________
IAEB¹ N°: ____________________

To: [name and address of PROCURING ENTITY]
Address: [insert address]

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract [insert name of contract];

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

The total price of our Bid, excluding any discounts offered in item (d) below is: [insert information];

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

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

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

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

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

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

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

(i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

____________________________

¹ If ADB, JICA and WB funded projects, use IFB.
Name: ________________________________________________________________

In the capacity of: _____________________________________________________

Signed: __________________________________________________________________

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:

   (a) General and Special Conditions of Contract;
   (b) Drawings/Plans;
   (c) Specifications;
   (d) Invitation to Apply for Eligibility and to Bid;
   (e) Instructions to Bidders;
   (f) Bid Data Sheet;
   (g) Addenda and/or Supplemental/Bid Bulletins, if any;
   (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
   (i) Eligibility requirements, documents and/or statements;
   (j) Performance Security;
   (k) Credit line issued by a licensed bank, if any;
   (l) Notice of Award of Contract and the Bidder’s conform thereto;
   (m) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

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

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

Signed, sealed, delivered by _________________ the ________________ (for the Entity)

Signed, sealed, delivered by _________________ the ________________ (for the Contractor).

Binding Signature of PROCURING ENTITY

________________________________________________

Binding Signature of Contractor

_____________________________________________

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

1. [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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

   - 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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate issued by the corporation or the members of the joint venture)];

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
   
   a) Carefully examine all of the Bidding Documents;
   
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
   
   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   
   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

[Signature]
Bidder’s Representative/Authorized Signatory

[JURAT]
Statement of all Government & Private Contract ongoing which are similar or not similar in nature and complexity as the Project Subject of the Bidding.

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Business Address : ________________________________

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Note: This statements shall be supported by a copy of a contract and or notice of award and notice to proceed.

Submitted by: ________________________________
(Printed Name and Signature)

Designation : ________________________________
Date : ________________________________
Statement of all Government & Private Contract completed within 2002 – Present which are similar in nature and complexity as the Project Subject of the Bidding.

Business Name : _______________________________
Business Address : _______________________________

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Government

Private

Note: This statements shall be supported by Certificate of Completion & Acceptance.

Submitted by: _______________________________
(Printed Name and Signature)

Designation : _______________________________
Date : _______________________________