



Republic of the Philippines

**DEPARTMENT OF SCIENCE AND TECHNOLOGY**

**Philippine Atmospheric, Geophysical and Astronomical Services  
Administration (PAGASA)**

**NOTICE TO PROCEED**

**ROCK 101 CONSTRUCTION AND SUPPLY**

Barangay Cagay, Roxas City  
Contact No. 09088912753

**Thru: MR. JOEL F. ALADO**  
Proprietor

**Sir:**


The attached **Contract** (Contract ID No. CI 2016-010) having been approved, notice is hereby given to your firm that, delivery of the goods and other ancillary services may proceed for the Project entitled: **"Design and Build Scheme for the Establishment of Agno, Pangasinan Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5 KVA, 220VAC, 1-Ø Commercial Power Supply, Electrical service Entrance Post, Office Furniture and Fixtures, Perimeter Fence, Public Comfort Room, Security Guard House and Access Road"** (Reference: PR No. **16-0902**), effective upon receipt of this Notice.

You are therefore responsible for performing the services under the terms and conditions of the Contract and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to PAGASA.

Very truly yours,

  
**VICENTE B. MALANO, Ph.D.**  
Administrator 

 I hereby acknowledge receipt of this Notice on

JUNE 18, 2019  
(date of receipt)

Name of Representative of the Bidder: DANTE ARTYZ

Authorized Signature: 

"tracking the sky...helping the country"

Science Garden Compound, BIR Road, Brgy. Central, Quezon City,  
Metro Manila, Philippines 1100  
Postal Address: P.O. Box 3278 Manila

Tel. Nos. (632) 929 48 65; (632) 434 90 40  
Fax: (632) 929 48 65  
Website: <http://bagong.pagasa.dost.gov.ph>



Contract ID No. : *CI-2019-010*  
 Contract Name : Design and Build Scheme for the Establishment of Agno, Pangasinan Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5 KVA, 220 VAC, 1-Ø Commercial Power Supply, Electrical Service Entrance Post, Office Furniture, Fixtures, Perimeter Fence, Public Comfort Room, Security Guardhouse and Access Road  
 Location of the Project : Brgy. Patad, Bario Boboy, Agno, Pangasinan

### INFRASTRUCTURE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

APR 29 2019

This Agreement is made and entered into at Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between:

The PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA), a government agency under the Department of Science and Technology (DOST), with principal office located at the PAGASA Central Office, Science Garden Complex, BIR Road, Diliman, Quezon City, represented herein by DR. VICENTE B. MALANO, in his capacity as the Administrator and Head of the Procuring Entity (HOPE), hereinafter referred to as the "PAGASA";

- and -

The ROCK 101 CONSTRUCTION AND SUPPLY, a sole proprietorship business entity duly organized and existing under and by virtue of the laws of the Philippines, with office and postal address located at Barangay Cagay, Roxas City, Capiz represented herein by its General Manager, ENGR. JOEL F. ALADO, and hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, PAGASA is desirous that certain works be undertaken, viz.: Design and Build Scheme for the Establishment of Agno, Pangasinan Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5 KVA, 220 VAC, 1-Ø Commercial Power Supply, Electrical Service Entrance Post, Office Furniture, Fixtures, Perimeter Fence, Public Comfort Room, Security Guardhouse and Access Road (Reference: PR#16-0902), hereinafter referred to as the "PROJECT";

WHEREAS, by virtue of PAGASA-BAC Resolution No. 2018-080, series of 2018 which was duly approved by the Head of the Procuring Entity (HOPE), PAGASA has accepted the bid proposal of the CONTRACTOR for the execution and completion of such work, declaring the CONTRACTOR as the bidder with the Lowest Calculated and Responsive Bid (LCRB) in its total calculated bid offer of TWENTY THREE MILLION FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED TWO AND 91/100 PESOS (Php23,470,602.91) ONLY;

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

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**WHEREAS**, in this Infrastructure Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to;

**WHEREAS**, the following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:

- |                   |    |  |
|-------------------|----|--|
| <i>Attachment</i> | a) | Notice to Proceed;   |
| <i>Attachment</i> | b) | Performance Security;  |
| <i>Attachment</i> | c) | Notice of Award and the Bidder's conforme thereto;   |
| <i>Attachment</i> | d) | PAGASA-BAC Resolution No. 2018-080;  |
| <i>Attachment</i> | e) | Abstract of Bids, "as Read" and "as Calculated";   |
| <i>Attachment</i> | f) | Addendum and/or Supplemental/Bid Bulletins (SBB);  |
| <i>Attachment</i> | g) | Detailed Evaluation Report submitted by the TWG;   |
| <i>Attachment</i> | h) | Minutes of the Meeting;  |
| <i>Attachment</i> | i) | Eligibility, Technical and Financial documents as submitted by the Contractor, including the appropriate Bid Security, the duly approved architectural and building designs and drawings; detailed plans and program/scope of works; and, structural analysis; |
| <i>Attachment</i> | j) | Invitation to Bid (ITB) / Notice to Bidders;   |
| <i>Attachment</i> | k) | IPP, Purchase Request including the Terms of Reference (TOR) and necessary permits issued by various government authorities;   |
| <i>Attachment</i> | l) | Bid Data Sheet (BDS);  |
| <i>Attachment</i> | m) | Instructions to Bidders;   |
| <i>Attachment</i> | n) | General and Special Conditions of Contract   |
| <i>Attachment</i> | m) | Scope of works and specifications, instructions and their related documents for the satisfactory and faithful performance of all the works which are necessary to commence and complete the <b>Project</b> .   |

The above documents shall collectively be referred to as "**Contract Documents**."

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties hereto hereby agree as follows:

#### **ARTICLE I - SCOPE OF WORKS**

The **CONTRACTOR**, in consideration of a sum of money to be paid by **PAGASA**, agrees to furnish all labor, materials, equipment, tools and other facilities described in the scope of works and specifications, instructions and their related documents for the satisfactory and faithful performance of all the works which are necessary to commence and complete the **Project**. The work shall generally consist of the following:

1. Mobilization and Demobilization
2. Permits and Other Fees
3. Occupational Health and Safety Program.
  - Basic P.P.E. for workers at site good for 300 C.D.
4. Construction Survey
  - Conduct necessary field survey and investigation which may include topographic survey and other surveys shall be carried out in accordance with the design guidelines, criteria and standards adopted by the agency.
5. Project Billboard/Signage

6. Earthworks
  - Clearing, grubbing cutting of trees etc.
  - Stripping
  - Foundation Excavation, Common, Rock
7. Soil Poisoning
8. Concrete Works
  - All structural members, footings, beams, columns, slabs, stairs, porch, ramps, including Radar and Radome concrete pedestals.
9. Masonry Works  
*Note: All CHB walls shall be 700psi. Exterior 150mm., Interior 100mm.*
10. Finishes  
*Note: All railings shall be stainless steel.*
11. Fabricated materials and hardware.  
*Note:*  
*Doors*

Location	Specifications
Main Entrance Door (Ground Floor)	1-set, 2-Door Double swing type uPVC framed, 10mm. thick tempered tinted glass door. (1.8m. x 2.1m.), complete with lockset and other accessories.
Hallway (Ground Floor)	1-set, Door swing type uPVC framed, 6mm. thick tinted glass door. (0.9m. x 2.1m.), complete with lockset and other accessories.
Conference Room (Ground Floor)	1-set, Door swing type uPVC framed, 6mm. thick tinted glass door. (0.9m. x 2.1m.), complete with lockset and other accessories.
Radar Control Room (Ground Floor)	1-set, Door swing type uPVC framed, 6mm. thick tinted glass door. (0.9m. x 2.1m.), complete with lockset and other accessories.
Tower Entrance Door (Ground Floor to 9 <sup>th</sup> floor level)	9-sets, Swing type uPVC framed, 6mm. thick tinted glass door. (0.9m. x 2.1m.), complete with lockset and other accessories.
Stockroom (Ground Floor)	1-Panel Door. (0.9m. x 2.1m.), complete with lockset and other accessories.
PWD C.R. (Ground Floor)	1-set, Light weight steel door w/ steel louver ((0.9m. x 2.1m.),

	<i>complete with lockset and other accessories.</i>
Door at Manhole, (Wire and Pipe Chase Area, Ground floor to 9 <sup>th</sup> floor level)	9-sets, Light weight steel door w/ steel louver ((0.7m. x 2.1m.), <i>complete with lockset and other accessories.</i>
C.R. at Pantry	1-set, Panel Door. (0.6m. x 2.1m.), <i>complete with lockset and other accessories.</i>
Exit Door at Pantry (Ground Floor)	1-set, Panel Door. (0.8m. x 2.1m.), <i>complete with lockset and other accessories.</i>
Personnel Quarters (Ground Floor)	1-set, Panel Door. (0.8m. x 2.1m.), <i>complete with lockset and other accessories.</i>
Pantry to powerhouse door (Ground Floor)	1-set, Light weight steel door w/ steel louver and (0.2m. x 0.4m. viewing glass) (0.8m. x 2.1m.), <i>complete with lockset and other accessories.</i>
Powerhouse Main Opening	1-set, Aluminum Roll up door, Ga. 24, manually operated complete w/ shutter accessories.
2 <sup>nd</sup> floor to 2 <sup>nd</sup> floor roof deck exit door (2 <sup>nd</sup> Floor)	1-set, Light weight steel door w/ (0.2m. x 0.4m. viewing tempered glass) (0.8m. x 2.1m.), <i>complete with lockset and other accessories.</i>
9 <sup>th</sup> floor level exit door	1-set, Light weight steel door w/ (0.2m. x 0.4m. viewing tempered glass) (0.8m. x 2.1m.), <i>complete with lockset and other accessories.</i>
C.R. at 9 <sup>th</sup> Floor	1-set, Panel Door. (0.6m. x 2.1m.), <i>complete with lockset and other accessories.</i>
Guard house Door	1-set, Door swing type uPVC framed, 10mm. thick tempered tinted glass door. (0.7m. x 2.1m.), <i>complete with lockset and other accessories.</i>
PWD Public C.R. /	1-set each, Light weight steel door

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Female	w/ steel louver (0.9m. x 2.1m.), complete with lockset and other accessories.
Public Male C.R.	1-Light weight steel door w/ steel louver (0.6m. x 2.1m.), complete with lockset and other accessories.

*Windows*

Location	Specifications
Conference Room, Radar Control, Pantry, Personnel Quarters (Ground Floor)	6-sets, Sliding type window uPVC framed, 10mm. thick tempered tinted glass door. (1.2m. x 2.4m.), complete with lockset and other accessories.
Ground Floor, 2 <sup>nd</sup> floor to 9 <sup>th</sup> floor and Radar Transmitter Room	40-sets, Sliding type window uPVC framed, 10mm. thick tempered tinted glass door. (1.2m. x 1.2m.), complete with lockset and other accessories.
Radar Control Room (Ground Floor)	2-sets, fixed type window uPVC framed, 6mm. thick tinted glass door. (1.2m. x 1.2m.), complete with lockset and other accessories.
Ground Floor PWD C.R., 9 <sup>th</sup> Floor C.R., Public C.R. – PWD, Female & Male, Pantry C.R.	5-sets, Sliding type window uPVC framed, 6mm. thick tinted glass door. (0.4m. x 0.5m.), complete with lockset and other accessories.
Powerhouse	2-sets, Concrete Louver Blocks, 700psi.
Guardhouse	1-set, 10mm. thick tempered tinted fixed glass window on uPVC frame. (0.6m. x 1.5m.), complete with lockset and other accessories.
Guardhouse	1-set, 10mm. thick tempered tinted fixed glass window on uPVC frame. (1.6m. x 1.7m.), complete with lockset and other accessories.

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12. Waterproofing works
  - Torched applied granulated waterproofing membrane w/ 300mm. x 300mm. unglazed floor tiles, w/ mortar reinforced with steel matting.
13. Painting works
  - 3 coats for all painting works.
14. Sanitary and Plumbing works
  - Waste, Downspout and vent line piping system.
  - Cold water line piping system.
  - Plumbing Fixtures.
  - Catch Basin and drain pipes.
  - Septic Tank.
  - Construction of water supply system.
15. Electrical Works including Fire alarm system
  - Conduit Works.
  - Wire and Wiring devices.
  - Lighting fixtures and lamps.
  - Panel boards and cabinets.
  - Fire alarm system (UL Listed).
  - Concrete service entrance post.

*Note: Coordinate with the Electrical/Mechanical Unit of PAGASA*
16. Mechanical Works
  - ventilation and fire suppression system.
  - Installation of fire protection system and dry stand pipe.
    - Pipe and fittings.
    - Fire hose cabinets and accessories
    - Valves and devices.

*Note: Coordinate with the Electrical/Mechanical Unit of PAGASA*
17. Site Development
  - Flagpole and PAGASA stainless station I.D. and landscaping. (*Note: coordinate with Infra Unit regarding the specifics of station I.D.*)
18. Guardhouse and Public C.R. (Concrete Roof deck)
  - Earthworks.
  - Concrete works.
  - Masonry works.
  - Plastering works.
  - Painting works.
  - Finishes.
  - Fabricated materials and hardware.
  - Sanitary and plumbing system.
  - Waterproofing works.
  - Landscaping.
19. Gravel bed access road (4m. x 1,145.30m.)
  - Earthworks.
  - Gravel Bedding
  - Cross drains.
  - Catch basin.
  - Slope protection works.
  - Barriers.
  - Road Signages.

#### I. CONCEPTUAL DESIGN:

The Agno, Pangasinan Doppler Weather Surveillance Radar Station Building would mainly involves the construction of a **28.45-meter** high reinforced concrete tower from the natural ground level with a dimension of **6.0m x6.0m**. The tower shall be part of,

and integrated with a 1-storey structure, whose dimensions are generally **20.0m L x 11.0m W** for the radar observation and operations room, briefing room, and stand-by generator power house. The structures shall be mainly of the reinforced concrete type which shall be used to house the station's weather radar system instruments, operation consoles, workstations, transmitter and its peripherals. Stability of the structure, particularly the radar tower shall be given utmost consideration such that it could withstand 300 KPH wind speed.

On top of the roof deck, the antenna disc, antenna pedestal and RADOME shall be installed. It has a total combined weight of **15 Tons**. The antenna disc is continuously rotating azimuthally and in elevation. These should be considered in the design of the roof deck to ensure their stability. There should be a manhole and ventilation on the roof deck and steel stair to gain access to the parabolic antenna from the radar room. There should also be an access from the radar room to roof deck outside of the radome by way of an access and stairs.

The major parts of the structures shall be the main office space (radar observation and operations room), off-duty observer's quarters, power house for two (2) stand-by generators, radar control and telecommunication room, and briefing/conference room. At the top floor level, the radar transmitter/receiver and accessories shall be housed.

For reference purposes, a conceptual plans and designs detailing elevation plan and the floor plans is attached. This will also serve as guide in the preparation of plans and designs for the designer/contractor.

#### **Performance Specifications and Parameters:**

##### **a) Design preparation**

The designer/contractor shall prepare all the plans and designs necessary for the construction of a **6.0m x 6.0m, 28.45 meter** high concrete tower integrated with a **20.0m L x 11.0m W** 1-storey office/building based on the conceptual plans and designs to be provided by PAGASA. The plans and designs shall compose of complete engineering, architectural and structural plans and designs of footing and foundation, columns and beams, and other parts of the structures, such as stairs, doors and windows. **The plans and designs shall conform to the National Building Code of the Philippines, DPWH Standard Specifications for Public Works Structures and the latest National Structural Code of the Philippines.** The plans and designs shall be required in Electronic format, preferably using AutoCAD Software with its corresponding hard prints. The stability of radar tower shall be mainly considered in the preparation of designs. **Before the implementation of the project, these engineering plans, design, drawings, and others shall first be subjected to review and approval of the PAGASA.**

##### **b) Detailed Engineering Requirements**

Upon award of the design and build contract, the winning bidder shall be responsible for the preparation and submission of all necessary detailed engineering investigations, surveys and designs in accordance with the provisions of Annex "A" of the IRR of R.A 9184, (with the exception of the bidding documents and the ABC) as follows:



- a) Survey
- b) Site Investigation
- c) Soils and Foundation Investigation (Soil Boring Test to be provided by PAGASA)
- d) Construction Materials Investigation
- e) Preparation of Design Plans
- f) Preparation of Technical Specifications
- g) Preparation of Quantity and Cost Estimates
- h) Preparation of Program Work
- i) Preparation of Proposed Construction Schedule (and estimated Cash Flow for projects with Schedule over Six (6) Months)
- j) Preparation of Site or Right-of-Way Plans including Schedule of Acquisition
- k) Preparation of Utility Relocation Plan
- l) Preparation and submission of Design Report
- m) Environmental Impact Statement for critical project as defined by the Department of Environment and Natural Resources (DENR)
- n) Preparation of minimum requirements for a Construction Safety and Health Program for the Project being considered

**Considering that this is a Design and Build project, bidders are allowed to submit its preliminary engineering designs as part of their bids.**

For reference and as applicable to the project, the PAGASA will secure the following:

1. Certificate of Non-Coverage (CNC) from the DENR, in lieu of the Environmental Compliance Certificate (ECC);
2. DOH Radiation Hazard Permit;
3. ATO (now CAAP) Height Clearance Permit for the allowable maximum height of the Radar Building/Tower;
4. Geotechnical Investigation Report

**c) Construction and Contract Implementation**

The designer/contractor shall be responsible for securing all the necessary permits (Building Permit, Electrical, Sanitary, Commercial Electric Power connection). Securing the Building Permit shall be necessary before commencement of any works and shall form part of the contract implementation, at the expense of the winning contractor.

The designer/contractor shall have charge and care of the work. He shall take every precaution against damage or injury caused by the action of the elements or from any other cause whether arising from the execution or from the non-execution of work.

The design and build contractor shall be solely responsible for the integrity of the detailed engineering design and the performance of the structure irrespective of the approval/confirmation by the procuring entity.

The contractor/designer shall rebuild, repair, restore and make good all damages or injuries to any portion of the works occasioned by any of the above causes

and bear related expenses, except due to Force Majeure and without fault or negligence of the contractor.

Rain, windstorm, or other natural phenomena of normal intensity, based on the official weather reports for the particular season of the year in which the works are being implemented shall not be construed as Force Majeure or unforeseeable causes beyond the control of the contractor.

### **Preliminary Survey and Mapping**

The project site is located at Brgy. Patad, Barrio Boboy, Municipality of Agno, Pangasinan about 83.25km. from Lingayen City.

The lot where the PROPOSED DOPPLER RADAR Municipality of Agno, Pangasinan is situated on the property of Engr. Claro S. Doctor where PAGASA has leased a total area of 2,800square meters (40m. x 70m.)

### **Geotechnical Investigations**

A soil-boring test consisting of 2 drill holes at 15 meters depth and geotechnical investigation was conducted by Solar Surveying Corporation. Results of the investigation shall be provided to any prospective bidder so they can submit as part of their bids, the detailed engineering costs, detailed estimates, etc.

### **Utility Locations**

The proposed site has a commercial electric power lines nearby. The winning bidder/contractor shall apply for a separate commercial power supply connection with the required rating of a step down power transformer of 37.5 KVA to PANELCO. All expenses for the application, installation and commissioning of said commercial power line shall be at the expense of the winning contractor. A basic load schedule / riser electrical diagram shall also be provided to prospective bidder.

### **Proposed Design and Construction Schedule**

The implementation and completion of the project shall not be more than 300 calendar days from the receipt by the winning contractor of the Notice to Proceed.

However, no works shall commence unless the contractor has submitted all the required documentary requirements and the PAGASA has given written approval. Work execution shall be in accordance with reviewed and approved documents.

## **ARTICLE 2 – CONTRACTOR’S OBLIGATIONS**

The **CONTRACTOR** shall carry out the Works diligently and in accordance with this Contract. The **CONTRACTOR** shall supply all materials, labor, equipment and technical supervision necessary for its implementation in accordance with the contract documents and project schedule and manpower/equipment schedule. **Job site shall be provided with safety early warning signs and enclosures/barricades** as necessary during the implementation.

The electricity and water consumption incurred during the execution of the project shall be borne by the **CONTRACTOR**. 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 **PAGASA**'s representative, and complete them by the Intended Completion Date.

The **CONTRACTOR** shall be responsible for the safety of all activities on the Site and shall carry out all instructions of the **PAGASA**'s representative that comply with the applicable laws where the Site is located.

The **CONTRACTOR** shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **SCC**, to carry out the implementation and supervision of the entire Work. **PAGASA** shall at all times be consulted of any proposed replacement of key personnel shall approve the same only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

If the **PAGASA** asks the **CONTRACTOR** to remove a member of its 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.

During Contract implementation, the **CONTRACTOR** shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

The **CONTRACTOR** shall submit to the **PAGASA** for consent the name and particulars of the person authorized to receive instructions on behalf of the **CONTRACTOR**.

The **CONTRACTOR** shall cooperate and share the Site with other contractors, public authorities, utilities, and the **PAGASA** 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 **PAGASA** may modify the schedule of other contractors, and shall notify the **CONTRACTOR** of any such modification thereto.

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 **PAGASA**'s representative of such discoveries and carry out the **PAGASA**'s representative's instructions in dealing with them.

### ARTICLE 3 – TIME OF COMPLETION

The Work stipulated in this Contract shall be completed "**Broom**" clean and ready for use not later than **Three Hundred (300) calendar days** from receipt of the **Notice to Proceed (NTP)** by the **CONTRACTOR**.

### ARTICLE 4- CONTRACT AMOUNT/ PAYMENT SCHEDULE

The **PAGASA** agrees that for and in consideration of the faithful performance by the **CONTRACTOR** of this Contract, it shall pay to **CONTRACTOR**, in a manner provided hereinafter the amount of **TWENTY THREE MILLION FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED TWO & 91/100 PESOS(Php23,470,602.91) ONLY**.

## PROVISION OF ADVANCE PAYMENT

The **PAGASA** shall, upon a written request of the **CONTRACTOR**, which shall be submitted within **thirty (30) calendar days** upon receipt of the **NTP**, allow an advance payment to the **CONTRACTOR** in an amount not to exceed **fifteen percent (15%)** of the total contract price, to be made in lump sum.

Provided, however that, the said advance payment shall be made only upon the submission to and acceptance by the **PAGASA** of an irrevocable standby letter of credit (LC) of equivalent value from a commercial bank, a bank guarantee (BG) or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Philippine Insurance Commission and confirmed by **PAGASA**.

The advance payment shall be repaid by the **CONTRACTOR** by deducting fifteen percent (15%) from his periodic progress payments.

The **CONTRACTOR** may reduce his standby Letter of Credit or Guarantee Instrument by the amounts refunded by the Monthly Certificates in the advance payment.

## PROGRESS PAYMENT

Pursuant to the Cash Flow (by quarter) and payment schedule as accepted by **PAGASA** and made part of the Contract Documents hereof, the **CONTRACTOR** may submit a request for payment for work accomplished. Such request for payment shall be verified and certified by **PAGASA's** Project Engineer. Except as otherwise stipulated in the Instruction to Bidders, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

**PAGASA** shall have the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project.

Should the **PAGASA** require the **CONTRACTOR** to perform the work over and above that is required by this Contract, the additional cost shall be added to the Contract amount, and in the same way, should the **CONTRACTOR** be ordered to omit work as required by this Contract, the corresponding cost shall be deducted from the Contract amount. In either case, the cost of additions or reductions shall previously be mutually agreed upon in writing by **PAGASA** and the **CONTRACTOR** before execution.

## METHOD OF PAYMENT

Pursuant to and in compliance with the **DBM Circular No. 3-2013-16A**, dated February 6, 2014, the **CONTRACTOR** shall be required to apply and/or submit to **PAGASA**, through the **Cashier Unit**, its **bank account and branch thereof**, and, preferably from an authorized government servicing bank such as, Land Bank of the Philippines (LBP), Development Bank of the Philippines (DBP) or Philippine Veterans Bank (PVB), to which any payment due to the **CONTRACTOR** shall be made or credited.

In the event; however, that the **CONTRACTOR'S** bank account is not among the listed authorized government servicing banks, any corresponding bank charges shall be borne/paid by the **CONTRACTOR**.

## ARTICLE 5 – RETENTION MONEY

The total billing submitted by the **CONTRACTOR** will be subject to retention of ten percent (10%) referred to as the "retention money".

The "retention money" shall be due for release upon final acceptance of the works. The **CONTRACTOR** may, however request for the substitution of the retention money for each progress billing with irrevocable standby letter 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 **PAGASA**; provided that, the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letter of credit, bank guarantee and/or surety bond, to be posted in favor of the **PAGASA**, shall be valid for a duration to be determined by the **PAGASA** and will answer for the purpose for which the ten percent (10%) retention is intended i.e. to cover uncorrected discovered defects and third party liabilities.

## ARTICLE 6 – CONTRACT COMPLETION

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the **PAGASA** 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 **PAGASA's** claim for liquidated damages.

## ARTICLE 7 – LIQUIDATED DAMAGES

In the event that the **CONTRACTOR** refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the **CONTRACTOR** shall pay **PAGASA** for liquidated damages, and not by way of penalty, an amount to be determined in accordance with the following formula provided in the conditions of contract, for each calendar day of delay, until the work is completed and accepted or taken over by the **PAGASA**.

The amount of the liquidated damages shall be at least equal to **one-tenth (1/10) of one percent (1%)** of the cost of the unperformed portion for every day of delay.

Such amount shall be deducted from any money due or which may become due the contractor under the contract and/or collect such liquidated damages from the retention money or other securities posted by the contractor whichever is convenient to the procuring entity.

In the event that the delay in the completion of the work exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the contractor, the procuring entity concerned may rescind the contract, forfeit the contractor's performance security and takeover the prosecution of the project or award the same to a qualified contractor through negotiated contract.

Such other provisions on liquidated damages under Annex "E" of R.A. 9184 and its IRR shall likewise be implemented.

## ARTICLE 8 – SUSPENSION OF WORK

**PAGASA** 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 event 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 **PAGASA** 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. Such other provisions on Suspension of Work under Annex "E" of R.A. 9184 and its IRR shall be implemented.

## ARTICLE 9 – EXTENSION OF CONTRACT PERIOD

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 **PAGASA** shall determine the amount of such extension; *provided that*, the **PAGASA** 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 **fifteen (15) calendar days** after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the **PAGASA** notices in order that it could have investigated them at the time. Failure to provide such notice shall constitute a waiver by the **CONTRACTOR** or any claim. Upon receipt of full detailed particulars, the **PAGASA** shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in the **PAGASA's** opinion, the findings of facts justify an extension. Such other provisions on Extension of Contract Time under Annex "E" of R.A. 9184 and its IRR shall be implemented.

## ARTICLE 10 – VARIATION ORDERS

The provisions on Variation Orders under Annex "E" of R.A. 9184 and its IRR shall be implemented.

## ARTICLE 11 – WARRANTY

1. The **CONTRACTOR** shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance by the **PAGASA** and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure* and the safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like.
2. Within **one (1) year period** from project completion up to final acceptance by the **PAGASA**, the **CONTRACTOR** shall undertake the repair works, at its own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time the **PAGASA** has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the **PAGASA** shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand. The defects liability period shall be covered by the **Performance Security** of the **CONTRACTOR** required in **Section 39.1 of the IRR**, which shall guarantee that the **CONTRACTOR** performs his responsibilities stated in the immediately preceding paragraph. If the **CONTRACTOR** fails to comply with its obligations under the foregoing paragraph, the **PAGASA** 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 **PAGASA** in its favor shall be offset to cover the costs.

3. To guarantee that the **CONTRACTOR** shall perform his responsibilities as prescribed in foregoing number, the **CONTRACTOR** shall post a warranty security in accordance with the following schedule:

Form of Warranty Security	Amount of Warranty Security (Equal to Percentage of % of the Total Contract Price)
1. Cash or letter of credit issued by a Universal or Commercial Bank	Five percent (5%)
2. Bank guarantee confirmed by a Universal or Commercial Bank	Ten percent (10%)
3. Surety bond callable upon demand issued by the GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

4. The warranty security shall be denominated in Philippine Pesos and shall remain effective during the applicable warranty period provided under Section 62.2.3.2, **RULE XIX** of the **Revised IRR of RA No. 9184**, and shall be returned only after the lapse of the said warranty period.

#### ARTICLE 12- PRE-TERMINATION OF CONTRACT

The **PAGASA** reserves the right to pre-terminate the contract for cause, without liability and without prejudice to any other right of **PAGASA**, upon the **CONTRACTOR'S** material default such as violation of the terms and conditions of the Contract, significant delay in the work schedule that is not attributable to force majeure or fortuitous events or any valid reason beneficial to **PAGASA**. In case of pre-termination, the **CONTRACTOR** shall be informed by the **PAGASA** thirty (30) days prior to such pre-termination.

In case of pre-termination, the **CONTRACTOR** shall be liable for liquidated damages equivalent to one percent (1%) of the Contract price as provided by the Government Accounting and Auditing Manual (GAAM) and to forfeit the Performance Security.

The **PAGASA** shall have the right to blacklist the **CONTRACTOR** in case of pre-termination.

#### ARTICLE 13 -MUTUAL CONSULTATION AND ARBITRATION AND VENUE OF ACTION

The **Parties** shall as often as practicable, mutually consult with each other with respect to the faithful performance of their respective obligations under this Contract.

The **Parties** shall use their best efforts to promptly resolve any differences or disagreements in connection with the implementation of the terms and conditions of this Contract. However, in the event that any dispute could not be resolved after mutual consultation by the Parties, then such dispute(s) shall be submitted to arbitration in accordance with the provisions of Republic Act No. 876 otherwise known as the "Arbitration Law". At the option of **PAGASA**, the arbitration shall be held in Quezon City,

Metro Manila. A decision in any such arbitration shall be final and binding upon the **Parties**, unless the aggrieved party shall make an appeal by way of Petition for Review to the proper Court with competent jurisdiction.

The **CONTRACTOR** shall continue to deliver the Works described in this Contract notwithstanding any dispute which may have arisen between the **Parties** is being arbitrated.

#### ARTICLE 14 - GOVERNING LAWS

The governing laws of Republic Act No. 9184 otherwise known as "The Government Procurement Reform Act" and its Revised Implementing Rules and Regulations, the laws on Obligations and Contracts and other pertinent laws shall govern this Contract.

#### ARTICLE 15-OTHER PROVISIONS

Any other commitment made by the **CONTRACTOR** and accepted by the **PAGASA** such as but not limited to the provision of additional materials necessary for the completion and/or to improve the specifications set under the scope of works for the project but without additional cost to the **PAGASA** shall be adopted and made part of this Contract.

The **CONTRACTOR** hereby agrees to comply with laws bearing on employment of its workers performing the work including minimum wages, COLA, SSS, Philhealth, PAGIBIG, ECC, income tax payments, VAT payments, and permit fees necessary in the execution of work.

The **PAGASA** shall not be liable for any injury, damage, or death suffered by its workers in the performance of their duties.

Any amendment, change or alteration of any of the terms of this **Contract**, which are mutually agreed upon by the Parties shall be made in writing and attached as an Addendum to the Contract.





**ARTICLE 16 - VALIDITY CLAUSE**

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

**IN WITNESS WHEREOF**, the **Parties** hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE ATMOSPHERIC,  
GEOPHYSICAL AND ASTRONOMICAL  
SERVICES ADMINISTRATION  
(PAGASA)**

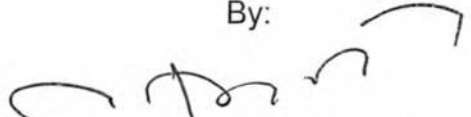
**ROCK 101 CONSTRUCTION AND  
SUPPLY**

By:




**VICENTE B. MALANO, Ph.D.**  
Administrator

By:



**ENGR. JOEL F. ALADO**  
General Manager

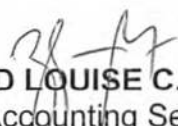
**Signed in the Presence of:**



**ENGR. EDWIN F. MANRESA**  
Chief, ESTD

\_\_\_\_\_  
Witness for the Contractor

**Funds Available:**



**BERNARD LOUISE C. DATUIN**  
OIC, Accounting Section

ORS# 2016-12-7901

1060514000

₱ 25,164,000 -

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S.  
X-----X

BEFORE ME, personally appeared:

Name	Valid Identification Document	Issued by	Place Issued
VICENTE B. MALANO	Office ID #571	PAGASA	Quezon City
JOEL F. ALADO			

Both known to me to be the same persons who executed the foregoing INFRASTRUCTURE **CONTRACT** and they acknowledged to me that the same is their own, free and voluntary act and deed as well as that of the entity represented.

This instrument consists of **SEVENTEEN (17)** pages including this page on which this Acknowledgment is written and has been duly signed by the parties and their witnesses.

SIGNED AND SEALED on APR 29 2019 2019 at Quezon City.

Doc. No. 371 ;  
Page No. 43 ;  
Book No. 11 ;  
Series of 2019.

*Florimond C. Rolis*  
ATTY. FLORIMOND C. ROLIS  
Notary Public for Quezon City  
Until December 31, 2019  
PTR No. 7323826 / 1-3-19 / Q.C.  
IBP LIFETIME NO. 00315  
ROLL NO. 26738 / QCN 142-154-935  
MCLE 5 Comp. 00301549; 1-22-2014  
Adm Matter No.156 / RTC-QC / 2018-2019

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



**NOTICE OF AWARD**

FEB 11 2019

**ROCK 101 CONSTRUCTION AND SUPPLY**

Barangay Cagay, Roxas City  
 Tel# / Contact # 09088912753

**Thru: MR. DANTE ARTUZ**  
 Authorized Representative

**Sir/Madame:**

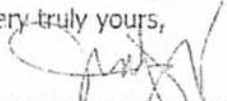
We are pleased to notify you that the PAGASA Management has approved the award to your firm the contract for the "Design and Build Scheme for the establishment of AGNO, PANGASINAN Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5KVA, 220VAC, 1-Ø Commercial Power Supply, Electrical Service Entrance Post, Office Furniture, Fixtures, Perimeter Fence, Public Comfort Room, Security Guardhouse and Access Road (PR No. 16-0902) in the total calculated amount of TWENTY THREE MILLION FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED TWO and 91/100 PESOS (Php23,470,602.91) ONLY.

You are therefore requested to accept and conform to this award by affixing your signature hereunder and provide within **ten (10) calendar days**, from receipt hereof, the requisite performance security in any of the following forms:

Form of Performance Security	AMOUNT (Equal to Percentage of the Total Contract Price)	
• Cash or Cashier's/Manager's check, Bank Draft/Guarantee confirmed by a Universal or Commercial Bank.	10%	Php2,347,960.29
• Irrevocable letter of credit issued by a Universal or Commercial Bank.		
• Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	30%	Php7,041,180.87

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

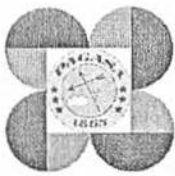
  
**VICENTE B. MALANG, Ph.D.**  
 Administrator

Conformed:   
**JOEL F. ALADO**

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

"tracking the sky....helping the country"

Postal Address: P.O. Box 3278 Manila • Tel No. (63-2) 929-4865 / 434-9040 • Fax No. 929-4865



**BAC Resolution**  
**Declaring Lowest Calculated and Responsive Bidder (LCRB) and**  
**Recommending Award and Approval**

**Resolution No. 2018-080**

**WHEREAS**, the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA), through the Bids and Awards Committee (PAGASA-BAC), posted at the PhilGEPS and the PAGASA website and its Bulletin Board, the **Notice to Bidders**, notifying the public and all invited and interested contractors of its resort to Alternative Method of Procurement through Negotiated Procurement following two (2) failures of Public Competitive Biddings, pursuant to Section 53(a) in relation to Section 35 of the Revised IRR of R.A. 9184, the procurement of the following civil works described hereunder, with its corresponding Approved Budget for Contract (ABC), to wit:

PARTICULARS	ABC	PR#	Contract Duration
Design and Build Scheme for the establishment of AGNO, PANGASINAN Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5KVA, 220 VAC, 1-Φ Commercial Electric Power Supply, Electrical Service Entrance Post, Office Furniture, Fixtures, Perimeter Fence, Public Comfort Room, Security Guardhouse and Access Road - NP	Php25,166,000.00	16-0902	180 c.d.

**WHEREAS**, in its conduct of Negotiated Procurement, the PAGASA-BAC certifies that, all pertinent provisions of R.A.9184 and its Revised Implementing Rules and Regulations (IRR) and other procurement guidelines and procedures relative to government procurement system have been strictly observed and implemented accordingly;

**WHEREAS**, in accordance with the requirements for Negotiated Procurement – Two (2) Failures of Public Bidding and without prejudice to the participation of other interested bidders, the following prospective bidders/contractors, classified by and duly registered with the PhilGEPS and in the PAGASA registry of Contractors/Suppliers, were specifically invited to participate pre-negotiation conference and submit their respective lowest price quotation for the above-entitled project, to wit:

- 1) CLP Builders;
- 2) ASS Constructors, Inc.;
- 3) CPR Construction & Supply, Inc.;
- 4) TRACCOR Builders;
- 5) KB Konstrak Bilding Solusyons; and
- 6) Rock 101 Construction & Supply

**WHEREAS**, in response thereto, **four (4) interested bidders/contractors**, *i.e.*, two (2), from the invited contractors and another two (2) interested participants, enumerated hereunder, expressed their respective intentions to participate in the negotiated procurement of the above Project and attended the Pre-Negotiation Conference on 03 September 2018, called by the PAGASA-BAC for this purpose, to wit:

- 1) ASS Constructors, Inc.,
- 2) Rock 101 Construction & Supply;
- 3) Hyper J Construction & Supply, and
- 4) Villaram Builders

**WHEREAS**, any and all deviations and/or amendments in the Bidding Documents, schedules of subsequent bidding activities, and the Terms of Reference (TOR) of the Project, as discussed during the Pre-negotiation conference including the BAC's responses to all written queries by the prospective bidders had been issued through Supplemental Bid/Bulletin (SBB) and hereby made part of this Resolution as Annexes **Annex "A," "B" and "C"**; respectively;

**WHEREAS**, on 21 September 2018, the scheduled submission and opening of the bidder's proposals for the Project, the **four (4) prospective bidders** timely submitted their respective bid tender for the Project;

**WHEREAS**, consequently, the opening of Eligibility and Technical requirements resulted in the declaration by the PAGASA-BAC that all bidders had been determined to have passed the preliminary evaluation of bids and all bidders have qualified to the opening of their respective financial proposals;

**WHEREAS**, the subsequent opening of Envelope No. 2 containing the bidders' financial proposals for the project resulted in the following:

NAME OF BIDDER	PRICE QUOTATION (As Read)	RANK
ASS Constructors, Inc.	Php25,060,542.53	4
Rock 101 Construction & Supply	23,470,602.91	1
Hyper J Construction & Supply	24,472,722.93	3
Villaram Builders	24,355,205.22	2

**WHEREAS**, the report of the detailed evaluation of bids conducted by the BAC Members with the assistance of the Technical Working Group (TWG) resulted in the following;

NAME OF BIDDER	PRICE QUOTATION (As Calculated)	RANK
Rock 101 Construction & Supply	Php23,470,602.91	LCB
Villaram Builders	24,355,205.22	2
Hyper J Construction & Supply	24,472,722.93	3
ASS Constructors, Inc.	25,060,542.53	4

**WHEREAS**, upon careful examination, validation and verification of **Rock 101 Construction & Supply's** tender documents; including the evaluation report submitted by the TWG, the PAGASA-BAC determined that the bidder has complied accordingly with all the criteria for post-qualification and has been responsive on all requirement and conditions specified in the bidding documents;

Hence, it was moved and duly seconded that, the price quotation submitted by **Rock 101 Construction & Supply** for the Project be accepted and the latter be declared as the bidder with the **LOWEST CALCULATED and RESPONSIVE BID (LCRB)** for the implementation of the Project.

**NOW, THEREFORE, We**, the Members of the Bids and Awards Committee, hereby **RESOLVE** as it is hereby **RESOLVED**:

- a) to **DECLARE, Rock 101 Construction & Supply** as the bidder with the **Lowest Calculated and Responsive Bid (LCRB)** for the PAGASA Project entitled: *Design and Build Scheme for the establishment of PAGASA-Agno Doppler Weather Surveillance Radar Tower including Provision for Water Supply System and 37.5KVA, 220 VAC, 1-φ Commercial Electric Power Supply, Electrical Service Entrance Post, Office Furniture, Fixtures, Perimeter Fence, Public Comfort Room, Security Guardhouse and Access Road*, in its total calculated bid offer of **TWENTY THREE MILLION FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED EIGHTY TWO PESOS AND 91/100 (Php23,470,602.91) ONLY**;

- b) to **RECOMMEND**, the **ACCEPTANCE** of above lowest price quotation; and, furthermore, the **AWARD** of the Contract for the Project to **Rock 101 Construction & Supply**; and
- c) to **RECOMMEND**, finally, the **APPROVAL** of the above findings and recommendations.

**RESOLVED** this **27<sup>th</sup> day of December 2018**, at the AO Conference Room, 4<sup>th</sup> Floor, PAGASA Main Building, Science Garden Complex, BIR Road, Diliman, Quezon City.

**EDWIN F. MANRESA**  
Interim Member/End-user

  
**JOEL C. RIVERA**  
Member

  
**JESSIE B. ARCE**  
2<sup>nd</sup> Vice-Chairperson

(on leave)  
**CESAR A. RAMOS**  
Member

  
**EDNA L. JUANILLO**  
1<sup>st</sup> Vice-Chairperson

  
**CATALINO L. DAVIS**  
Chairperson

APPROVED/DISAPPROVED:

  
**VICENTE B. MALANO, Ph.D.**  
Administrator

Approved on \_\_\_\_\_