

TERMS OF REFERENCE

**REPAIR, WATERPROOFING AND REPAINTING OF THE FAÇADE
(CONCRETE AND GLASS PANEL)
OF THE
Maritime Industry Authority (MARINA) CENTRAL OFFICE
BUILDING**

20TH street corner, Bonifacio Drive
1018 Port Area (South), Manila

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1. RATIONALE

The MARINA Building was built in the vicinity of Port Area (South), Manila. The glass panel on the aft section or rear portion of the building (scenic/bay side) was designed to give a vantage view of the port and the sunset. The forward section of the building gives you a view of the Intramuros.

However, because of the location of the building, its façade is extremely vulnerable to damages caused by the onshore breeze. In addition, cracks are continuously developing due to previous earthquakes. Furthermore, the salinity of the air weakens the glass panel sealant and waterproofing compound of the façade. With heavy rainfall, water leaks occur inside the building. Water seeps into the cracks and damages the acoustic board ceiling, paints, wallpapers, and other office equipment. Concrete spillings are starting to fall and compromise the safety of personnel and stakeholders of the MARINA.

2. PURPOSE

- 2.1. The purpose of the project is to address the situation and avoid further building damage and possible injuries if the said cracks and leaks are not attended to immediately.
- 2.2. The MARINA intends to procure a qualified/professional service provider contractor ("CONTRACTOR" for brevity) that can provide manpower, equipment, supplies, materials, and technical expertise for the repair, waterproofing and repainting of the MARINA building façade.
- 2.3. Site development/rehabilitation that conforms to safety standards and engineering requirements.

3. APPROVED BUDGET FOR THE CONTRACT

The Budget for the Contract (ABC) is Six Million Five Hundred Thousand Pesos (P6,500,000.00), chargeable to MOOE-2024, inclusive of all applicable government taxes and permits required for this project, which will be applied by the Bidder or Contractor. The breakdown is as follows:

- a. **Phase I = Php 2,000,000.00 (30.77% of the entire project)**
Repair, Waterproofing, and repainting of the façade of the 10th to 12th floor
- b. **Phase II = Php 1,800,000.00 (27.69% of the entire project)**
Repair, Waterproofing, and repainting of the façade of the 7th to 9th floor

c. Phase III =Php1,500,000.00 (23.08% of the entire project)
Repair, Waterproofing and repainting of the façade of 6th to 4th floor

d. Phase IV =Php1,200,000.00 (18.46% of the entire project)
Repair, Waterproofing, and repainting of the façade of the Basement to 3rd floor

4. CONTRACT PERIOD

The target number of days to complete the project is Twelve (12) months, reckoned from fifteen (15) calendar days upon receipt by the winning bidder of the Notice to Proceed (NTP).

5. PROJECT DURATION

5.1. The project duration covering the repair waterproofing and repainting works of the façade shall be for a period of twelve (12) months;

5.2. The CONTRACTOR shall submit a Gantt Chart of the proposed Work Plan that indicates a detailed schedule of activities to be accomplished in the following segment of the project:

a. Phase I
Repair, Waterproofing, and repainting of the 10th to 12th floor

b. Phase II
Repair, Waterproofing, and repainting of 7th to 9th floor

c. Phase III
Repair, Waterproofing, and repainting of the 6th to 4th floor

d. Phase IV
Repair, Waterproofing, and repainting of Basement to 3rd floor

5.3 The coverage from mobilization to demobilization should not extend beyond the deliverable dates, unless approved in writing by MARINA upon the written request of the CONTRACTOR.

6. GENERAL REQUIREMENTS

The CONTRACTOR shall be responsible for the following:

a. Provide technical supervision, skilled manpower, tools, equipment, and suitable materials within the specified period to complete the project;

b. Submit an offer that provides for superior quality and/or better terms and conditions advantageous to MARINA at no extra cost;

c. If the activity to be conducted requires securing and submit bonds, permits, and insurance from other entities or government agencies, the Contractor will be responsible at their own expense;

- d. Submit on time, the required work schedule, delivery schedule, table of organization, manpower schedule, safety plan, methodology, and other requirements deemed necessary;
- e. Comply with all Environmental, Health, and Safety regulations required by law;
- f. Comply with the provisions for warehousing storage of their materials and equipment;
- g. Responsible for the hauling and disposal of garbage inside the building perimeter;
- h. Ensure that all materials for the waterproofing are of high quality and the activities to be conducted is within the standard of the field of engineering;
- i. All bids shall be considered as fixed prices and not subject to price escalation during contract application; and
- j. Protect and maintain in the required acceptable conditions of all waterproofing works and accessories during construction until completion of work.

7. SCOPE OF WORK

7.1. The CONTRACTOR shall undertake the works implementation of the "Supply of Labor, Materials, Supervision and other Consumables for the Repair, Waterproofing and Repainting Works of the Façade of the MARINA Building, all in accordance with the specification and subject to the terms and conditions of the contract.

7.1.1. Mobilization and Provision of Temporary Facilities

- a. The CONTRACTOR shall provide safety signage/early warning signs visible at the job site;
- b. The CONTRACTOR shall make available Protective Gears for its Workers;
- c. Temporary Facilities shall be of a design and materials acceptable to MARINA;
- d. The CONTRACTOR shall provide suitable portable toilet facilities at approved locations with proper enclosures for the use of workmen, and shall maintain the same in sanitary operable conditions, all in conformity with the local regulations;
- e. The CONTRACTOR shall provide such other temporary buildings as may be required for the use of his/her workers and safe storage of tools and materials. Such structures shall be located only where previously approved.
- f. MARINA shall provide for a temporary power facility required for the entire waterproofing works phase. The CONTRACTOR shall provide conduits, wires, connection accessories, and labor.

- g. MARINA shall provide a temporary water facility that will be used during the entire waterproofing works stage.
- h. The CONTRACTOR shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall at all times be observed.
- i. All temporary services and facilities installed by the CONTRACTOR shall be removed by the CONTRACTOR on completion of this contract or as directed by MARINA. The CONTRACTOR shall restore any damage, or alteration, caused by such removal and during the project implementation.

7.1.2. Surface Preparation

- a. Remove and dispose of existing concrete topping, glass panel sealant as well as old waterproofing materials.
- b. Prepare concrete base at the roof deck to include the correction of slope to drain and restoration of damaged surface. Provide a minimum pitch of 1:100 to satisfactorily drain rainwater freely into the drainage lines, gutters, and downspouts.
- c. Clean/prepare glass panel surface and horizontal and vertical concrete surfaces until said surfaces are smoothly finished, fully cured, dry clean, and free of rubbish, loose, or foreign materials.
- d. Prepared surfaces shall be cured and allow the surface to actually set within 5 days.
- e. When there is reasonable doubt as to the presence of moisture in the surface to be applied with a membrane, expose the same directly to sunlight for another 2 days or heat all suspected areas using a blow torch.
- f. Haul and dispose of debris properly and place it in designated areas provided by MARINA.

7.1.3. Concrete Repair

- 7.1.3.1. Repair/seal cracks on concrete, cold joints, construction, and expansion joints.
 - a. For thin hairline cracks: cracks (0.25 mm or under) shall not be opened or cut but the cracks shall be cleaned, filed, and sealed with epoxy grout by using a stiff brush, trowel, or putty knife.
 - b. For large cracks and voids: cracks shall be routed out along their entire length (to a depth not less than 6.35 mm and a width of 9.5 mm) and cleaned groove by vacuuming or blowing off all dust and loose particles and primed with pure epoxy-resin binder adhesive to

ensure a weld bond after which the epoxy mortar shall be applied with a trowel or putty knife flush with the adjoining surface.

- c. In case of deep cracks and cleavage: where the size of the opening permits, the cracks shall be filled with epoxy grout by pumping epoxy resin mix under pressure into cracks, allowed to harden, and then the surface coated with epoxy mortar.

7.1.3.2. Inspect all areas to be waterproofed.

7.1.3.3. Certify if areas are free from any structural defect and therefore ready for waterproofing installation.

7.1.4. Waterproofing Installation

- a. Bidders may propose and adopt other types and methodologies as long as they fulfill the obligations in the contract which is to fully waterproof the entire areas subject to be waterproofed so that leaks and seepages are prevented.
- b. Prepare surface/substrate glass panel/slab. The application of the waterproofing material will require MARINA or its authorized representative's formal approval before application.
- c. Construction and expansion joints should be double covered with the strip of the same graded waterproofing material about root wide centered on the axis on the corner or joint.
- d. Install waterproofing material as indicated and in accordance with the respective manufacturer's application/installation instructions and recommendations or in accordance with Department of Public Works and Highways Department Order No. 110, Series of 2017, DPWH Standard Specification for Item 1016 - Waterproofing.
- e. If crystalline waterproofing will be applied, the concrete surface to be treated must be clean and free of laitance, dirt, film, paint, coatings, or other foreign matter and rout out cracks, faulty construction joints, and other structural defects to a depth of 1.5 inches (37 mm) and a width of one inch (25 mm).
- f. If the preformed or built-up bituminous membrane method is applied, it should be smooth and free from irregularities which may destroy the integrity of the membrane with 2-inch minimum overlaps on all sheet joints. Bond all overlaps using appropriate bonding material. The membrane should conform to the number of ply size and shape of the surface area covered. Seal membrane edges with appropriate sealing materials.
- g. If liquid membrane waterproofing will be applied, it should be sound and cured without the use of a curing compound. It should not be applied unless the ambient temperature is 4.44 Centigrade or higher and should not proceed during inclement weather conditions.

- g.1. For Drains: extend waterproofing material down the drains at about 2 inches in length.
- g.2. For Pipe Embedded through Slab: treat area or extend waterproofing material around the embedded pipe.
- g.3. For Horizontal Surface: extend waterproofing material to about 12 inches high from the slab if terminated to adjoining walls.
- g.4. Remove the layer of waterproofing materials exposed to moisture and repeat the procedure until completion of the process.

7.1.5. Leak Testing

- a. Leak testing the waterproof areas with pressurized water to determine any leakage or detection on the materials used and/or workmanship.
- b. Repeat the waterproofing installation procedures if leaks manifest.

7.1.6. Concrete Topping, if necessary

- a. Provide concrete cement topping of at least 50 mm thick with GA #10 welded wire mesh (size: 6" x 6" square mesh opening) where protective covering has been applied.
- b. Apply finishing topping. Ensure proper sloping on surfaces (about 2.0%) enough to drain water freely into drain lines, gutter, and downspouts to prevent water ponding.

7.2. Inspection and Test

- a. The CONTRACTOR shall permit and facilitate inspection of the work by the MARINA or its authorized representative, and the public authorities having jurisdiction at all times during the progress of the work.
- b. The CONTRACTOR will be responsible for all the test and engineering services required by the Specifications. The cost for inspection or tests not required by the specification but which the MARINA requires will be borne by the MARINA.
- c. The CONTRACTOR shall furnish the MARINA with 2 copies of the test procedures used.

7.3 Punch List, Final Water Testing, Cleaning, Clearing and Turn-Over

- a. Correct all noted punch lists, defects, and/or needed replacements identified and observed.
- b. Conduct final water testing of all areas for the duration of 2 days.
- c. Restore to its original condition any facilities and fixtures that have been damaged due to waterproofing works and accidents arising during implementation, if any.
- d. Replacement of existing brass strainers and restoration of missing brass strainers with a new dome-type strainer.
- e. Clean, and clear the area, and haul and disposal of debris properly before turn-over.
- f. Demobilize and turn over the entire project for acceptance of MARINA or its authorized representative.

8. MATERIALS REQUIREMENTS & SPECIFICATIONS

- 8.1. Use MARINA-approved materials all throughout the project. All exposed finish hardware, lighting fixtures and accessories, plumbing fixtures and accessories, glasses and the like shall be adequately protected so that these are not stained with waterproofing materials prior to waterproofing works. All other surfaces that would be endangered by stains and waterproofing materials marks should be taped and covered with craft paper or equal.
- 8.2. Delivery of the materials must be supported by an official receipt or delivery receipt duly signed by the authorized representative of the manufacturer attesting that the paint was sourced from the manufacturer which will be subject to inspection and document validation by the MARINA or its authorized representative.
- 8.3. Liquid Membrane Waterproofing
 - a. Liquid waterproofing alternate material shall be of elastomeric or other substances applied in liquid form and cured to an impervious membrane.
 - b. For long-term UV and weather resistance, a high-performance synthetic rubber-based membrane type of liquid waterproofing is highly suggested to be used.

9. WARRANTY

- a. The CONTRACTOR shall guarantee the work done to be free from defects for a period of three (3) years reckoned from acceptance of the project. The form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

10. RESPONSIBILITIES OF THE CONTRACTOR

- a. The principal features of the work do not in any way limit the responsibilities of the CONTRACTOR to the general description of his/her scope of work. He/she shall perform all the work fully and make it operational to the intent of the project.
- b. The CONTRACTOR shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.
- c. The CONTRACTOR shall observe the required standards of safety and procedures and that its contract and workers shall be properly insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the MARINA's house regulations to be issued together with the Work Permit.
- d. The CONTRACTOR shall be responsible for securing MARINA-issued work permits and compliance with other MARINA rules and regulations related to the construction works. All workers/engineers working at the site are required to wear company uniforms indicating their company name.
- e. The CONTRACTOR is not allowed to erect quarters for workers within MARINA premises; sleeping is also not allowed. CONTRACTOR's workers are limited to the designated working area only. Loitering around and inside the MARINA premises is not allowed.
- f. The CONTRACTOR shall be responsible for clearing and cleaning the designated project site of unused materials, leftovers, and other debris at the site and disposal of the same outside of the MARINA premises. A daily inspection of the work area shall be conducted by the CONTRACTOR and MARINA or its authorized representative to ensure that the working area and storage area assigned to the CONTRACTOR are clean and in order at all times.
- g. The CONTRACTOR shall protect adjacent areas against any damage by his/her employees, or by his/her materials, equipment, and tools during the execution of the work. Any damage done by him/her or his/her employees shall be repaired at his own expense, without additional compensation beyond the contract.
- h. Permits, Laws, Ordinances, and Standards - the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured and for the account of the CONTRACTOR. Said requirements shall be turned over to MARINA upon project completion.
- i. The CONTRACTOR shall assign full-time personnel as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be certified and designated for the project by the CONTRACTOR. Said PIC must be the one to report on a weekly/monthly basis of the status/progress of the project as agreed during the kick-off meeting and shall be the one responsible for all coordination works with the Director of the Management, Financial, and Administrative Services (MFAS) through the Building Maintenance Section.

- j. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the CONTRACTOR at no additional cost to the MARINA.

11. SUBMITTALS

- a. Before commencing any work or providing any materials at the jobsite for this project, the CONTRACTOR shall submit samples, for the MARINA's approval.
- b. The CONTRACTOR shall submit to MARINA, the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the Pre-construction/kick-off meeting.
- c. The CONTRACTOR shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of the Notice to Proceed which include but may not be limited to the following for MARINA's approval:
 - 1. Waterproofing Materials/Brochures with technical specifications;
 - 2. Manufacturer's printed Product Installation Instructions;
- d. Prior to issuance of the Certificate of Completion (COC) the following shall be submitted to MARINA. MARINA reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
 - 1. Test results/Report for leak test/s.
 - 2. Final Project Report including photo documentation before, during, and after implementation works.
 - 3. Warranty Certificate of at least three (3) years against poor workmanship and defects traceable to materials.
 - 4. The CONTRACTOR is required to have a suitable Construction Safety Procedure, which must be in accordance with the Occupational Safety and Health (OSH) Standard. The procedure shall state the following;
 - a. Specific safety policies that the CONTRACTOR shall observe at the area of construction which include but are not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage.
 - b. The manner of disposing of waste arising from the construction.
 - c. The safety procedure shall also include the appointment of a full-time safety officer in charge of the implementation of the said program.

12. COORDINATION

The Management, Financial, and Administrative Services (MFAS) through the Building Maintenance Section shall monitor and coordinate with the contractor during the phasing of the project and post-project matters.

13. ELIGIBILITY REQUIREMENTS

Prospective bidders shall have to submit the following documents:

- a. Valid PhilGEPs Registration/ PhilGEP's Registration Number;
- b. Updated Business/Mayor's Permit;
- c. Income/Business Tax Return;
- d. Omnibus Sworn Statement
 - d.1. To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).
 - d.2. To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture).
- e. Philippine Contractors Accreditation Board (PCAB).

14. MARINA REQUIREMENTS

Prospective bidders shall acquire/submit the following requirements/documents stated below:

- a. Minimum Two (2) years in the Waterproofing industry;
- b. Have sufficient, qualified personnel, equipment, and materials to address all MARINA's issues/concerns effectively (Lists of personnel/licenses if applicable have to be submitted to MARINA);
- c. Service Provider must submit one (1) Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation; and
- d. The Service Provider shall have a physical office/branch in Metro Manila and available line of communication.

15. PAYMENTS TERMS

- a. Payments to the CONTRACTOR will be based on the schedule of activities (by Phase) submitted actual accomplishment and/or material utilized, certified by the MARINA as performed by the CONTRACTOR in accordance with the plans, specifications, and program of works/construction schedule.

- b. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools, and equipment, and for performing all work contemplated and embraced under the Contract.
- c. Payment shall be made (per phase) fifteen (15) working days after the waterproofing activities.

Below herewith are the following documents to be submitted by the Contractor:

1. Letter Request for Payment;
2. Billing Statement;
3. Bill of Materials; and
4. Accomplishment Report.

- d. Payments shall be subject to taxes as provided by laws.

16. LIQUIDATED DAMAGES

In case the winning bidder fails to perform or satisfactorily deliver the project within the specified time frame agreed upon, inclusive of the allowable granted period of extensions, if any, the winning bidder shall be held liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed project scheduled for delivery, for every day of delay until such project is finally delivered and accepted by the procuring entity concerned.

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APPROVED / DISAPPROVED:

FOR:


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2/22/2024
 nba 2/21/24