

- (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 GCC Clause 45.1).

**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.
- 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. 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 HoPE.

## **28. Contractor's 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. Dayworks**

- 29.1) Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2) All work to be paid for as Dayworks 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 Dayworks subject to obtaining signed Dayworks 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.
- 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 is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 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 therefrom 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. 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 GCC Sub-Clause 42.1).
- 42.2) Progress payments are subject to retention of ten percent (10%), 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 therefor.
- 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 Procuring Entity 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 Procuring Entity 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 HoPE 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 HoPE for approval.
  - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.



- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by 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 effectivity of the order 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 pre-determined 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 or non-execution of deed of sale or donation 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 HoPE. 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 escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

**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**

## Special Conditions of Contract

SCC Clause	
1.17	The Intended Completion Date is <b>135 calendar days</b> from commencement of work, inclusive of the estimated <b>Twenty (20) calendar days</b> considered unfavorable to the prosecution of the works at site.
1.22	<p>The work consists of :</p> <ul style="list-style-type: none"> <li>- Construction, delivery and offshore installation of Aids to Marine Navigation System;</li> <li>- Supply, construct and delivery at staging area of solar-powered lighted buoy assembly;</li> <li>- Offshore commissioning, testing and observation of Aids to Marine Navigation.</li> </ul>
1.23	<p>The Procuring Entity's Representative is:</p> <p style="text-align: center;"><b>ATTY. MARK JON S. PALOMAR</b> Chairperson, HO-BAC-EP</p> <p style="text-align: center;">5<sup>th</sup> Floor PPA Building Bonifacio Drive, South Harbor, Port Area, Manila</p>
1.24	The <b>Site</b> is located at <b>MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR</b> and is defined in drawing/s
1.28	The <b>Start Date</b> is the date of receipt of the notice to proceed by the Contractor.
1.31	<b>1. Refer to the Bidder's Responsibilities under 6.1 of ITB-5 and GCC 4 – 5</b>
2.2	<i>None</i>

SCC Clause	
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon mobilization of equipment.
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <ul style="list-style-type: none"> <li>a. Project Manager</li> <li>b. Project Engineer</li> <li>c. Construction Safety and Health Officer</li> <li>d. Foreman</li> <li>e. Others</li> </ul>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10.0	None
12.3	No further instructions.
12.5	One (1) year from the project completion up to final acceptance by PPA.
13.0	<p>No additional provision.</p> <p>If the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: (To be appointed)
29.1	No day works are applicable to the contract.
31.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.</p>

SCC Clause	
31.3	<p>The period between Program of Work updates is _____ days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is _____.</p>
34.3	<p>The Funding Source is the Philippine Ports Authority's Corporate Budget for CY 2019.</p>
39.1	<p>The provision on advance payments or mobilization fees in the terms and conditions of all contracts / purchase orders / job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.</p>
40.1	<p>No further instructions.</p>
51.1	<p>The date by which operating and maintenance manuals are required is _____.</p> <p>The date by which "as built" drawings are required is _____.</p>
51.2	<p>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.</p>



**SECTION VI**  
**TECHNICAL SPECIFICATIONS**

PROJECT NAME : PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR

#### 6.01 SCOPE OF WORK

- General Provisions
  - To undertake the following works :
    1. *Mobilization/Demobilization and Cleaning/Clearing*
    2. *Provide environmental safety and health program in the execution of the project*
    3. *Provide the Upkeep and Maintenance of Temporary Facility and Service Vehicle (rental)*
    4. *Construction, delivery and Offshore installation of Aids to Marine Navigation System*
    5. *Supply, construct and offshore installation of Solar-powered Lighted Buoy Assembly*
    6. *Offshore Commissioning, Testing and Observation of Aids to Marine Navigation*
    7. *Re-imbursable Items (Provide/Procure brand new equipment for use of PPA Engineers and Staff necessary for the proper implementation of the project)*
  - The work includes furnishing of all labor, materials, plants and equipment required to complete/finish the works in accordance with the Specifications.
- Work Schedules
  - After examinations of all relevant data, coordination needs, work constrains, equipment to be used and other matters, a PERT/CPM diagram showing the detailed schedule/duration and sequences for the execution of work shall be submitted to the Engineer for approval within 15 days before the proposed commencement of the Works.

#### 6.02 EQUIPMENT/LAYOUT OF WORK

- Plant
  - The Contractor shall keep on the job sufficient equipment and/or plant to meet the requirement of the project.
  - The equipment/plant shall be in satisfactorily operating conditions and capable of efficiently performing the works with safety as set forth herein and shall be subject to inspection by the Authority's Representative at all times.
- Physical Data/Layout of Work
  - ***The Authority does not guarantee to keep the project site free from obstructions.***
  - The Contractor shall conduct the work in such manner not to disrupt the flow of seacraft plying the navigational channel at all times.
  - The Contractor shall furnish, at his own expense, all platforms, equipment, range markers, temporary buoys, etc., and labor as may be required in laying out any part of the work.
  - The Contractor shall be responsible for the installation, maintenance and preservation of all gauges, ranges, platforms and temporary buoys. Upon completion of the work, the Contractor shall promptly remove all ranges, markers, buoys and other marker place by him that may be detrimental to smooth passage of seacraft passing the channel.

**6.03 CONCEPT OF THE SUPPLY, DELIVERY AND INSTALLATION OF WORKS**

- The PHILIPPINE PORTS AUTHORITY (PPA), hereinafter referred to as the employer wishes to receive bids for the Construction, Supply, Deliver and Offshore Installation of **Twenty (26) units** of Navigational Aids System herein referred to as the works.
- The Invitation to Bid is open to contractors who are qualified and authorized under the Philippine Laws to undertake the works. However, only one (1) of the firms with interlocking directors or officers or interest shall be allowed to submit a bid. Failure to detect prior to bidding, any of these types of relationship does not constitute as a waiver by the Employer.
- Bid proposals are to be completed and to be submitted to the Employer in accordance with the Instructions to Bidders.
- The bidder/s shall bear all cost associated with the preparation and delivery of its bid and the Employer will in no case be responsible or liable whatsoever to those cost, regardless of the conduct or outcome of the bidding process.

**6.04 CRITERIA IN THE SELECTION OF THE CONTRACTOR**

- Contractor should be duly registered to operate a business/services with the LGU with valid and existing license Ports and Harbors and Offshore Engineering.
- Contractor should have undertaken similar in nature and complexity with at least 50% of the ABC for any major operations of Ports and Harbors or Offshore Engineering works as indicated in the Eligibility Statements
- Contractor should have a **PCAB LICENSE OF MEDIUM B – Port, Harbor and Offshore Engineering**
- Contractor should satisfy the minimum equipment requirement
- Contractor should have no pending case with the Government.
- Contractor should be the lowest calculated and responsive bidder to undertake the required works.
- Among others required by BAC.

**6.05 WORKS**

- Description
  - This item shall consist of supplying, constructing, delivering and installing the required Navigational Aids System at the designated offshore site around Mati, Davao Oriental and Malalag, Davao del Sur.
- Progress of Work
  - Upon mobilizing sufficient labors, materials, plants and equipment, the Contractor shall works at such hours as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved schedule (PERT/CPM). If the Contractor falls behind the approved schedule, the Authority's Representative may require the Contractor to increase the number of shifts and/or equipment without extra cost to the Authority.
  - Failure of the Contractor to comply with the requirements shall be reasonable grounds to assume that the Contractor is not performing the work with such diligence as will insure completion within the specified time, in which case, the Authority may be compelled to take steps to protect the interest of the PPA.
  - When the Contractor elects to work overtime and on Sundays and legal holidays, appropriate authority from those concerns must be secured and notice of his intention to do so shall be submitted to the Authority's Representative within the reasonable time in advance thereof.

- The Contractor shall submit monthly reports within two (2) days after the end of the day covered by the report duly signed by the Contractor or his duly authorized representative and the authorized PPA representative. The report shall be made in forms and to be provided by the Authority.
- The Contractor shall take necessary measures to protect the life and health of his men in accordance with the existing laws and regulations of the Government. The Contractor shall provide safety devices to Authority's personnel while on land or on board the equipment/plant in performance of their official duties.
- The Contractor shall put up and maintain such markers and buoys as will prevent any accident in consequence of his work. No liability whatsoever attaches to the Authority, if as a result of the installation, an accident happens in the project area. The Contractor shall hold the Authority free and harmless against any or all claims of persons involve in such accidents.

#### **6.06 WORK DURATION**

- The supply, delivery and installation works shall be completed within **ONE HUNDRED THIRTY FIVE (135) CALENDAR DAYS (INCLUSIVE OF SUNDAYS, HOLIDAYS AND UNWORKABLE WEATHER/SEA CONDITION).**

#### **6.07 INSPECTION**

- No PPA Project Engineer or Authority's Representative is authorized to change any provisions of the specifications without written authorization of the Authority.
- Nor shall the presence or absence of a PPA project Engineer or Authority's Representative relieve the Contractor from any of his responsibility under the Contract.

#### **6.08 FACILITIES/ACCOMODATION TO BE PROVIDED**

- The Contractor shall provide the use of vehicle with driver, boats, boatmen, laborers, equipment, appliances and materials forming part of the ordinary and usual equipment/plant and workforce as may be necessary in inspecting and supervising the supply, construction, delivery and installation of navigational aids system.
- The Contractor shall provide a temporary site facility for office and work site purposes of the Contractor's Personnel and Authority's Representatives. The room shall be fully equipped and maintained to the satisfaction of the Authority. It shall be properly lighted and ventilated.

#### **6.09 MODE OF PAYMENT**

- The total amount to be paid for under this contract will be measured by the actual work accomplished after the work specified is completed or immediately after the cut-off date to be set if the Contractor opted for interim payments.
- Payments for supply, delivery and installation works will be made not often than once a month. Payments shall be made upon the estimates of work satisfactorily completed by the Contractor and accepted by the Authority during the preceding period.
- Upon such estimate, the Authority shall pay the Contractor a sum equal to ninety percent (90%) thereof up to and until such time as the total supply, delivery and installation works shall have been completed.
- The bid unit rate for supply, delivery and works applies to any additional materials or works needed to complete the works.

**PROJECT NAME : PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO  
MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG,  
DAVAO DEL SUR**

**AIDS TO MARINE NAVIGATION SPECIFICATION AND PROPOSED LOCATION  
(Duly Coordinated with Philippine Coast Guard)**

**PORT OF MATI (Pujada Bay)**

Buoy Name	Coordinates	Type of Buoy	Top Mark	Buoy Color	Light Color and Characteristics
1. PB-LPM-1	6°46'28.37"N 126°18'3.97"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
2. PB-LSM-2	6°47'28.22"N 126°19'13.66"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
3. PB-LPM- 3	6°47'23.97"N 126°16'52.46"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
4. PB-LSM-4	6°48'23.24"N 126°17'51.85"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
5. PB-LPM-5	6°48'23.83"N 126°15'34.03"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
6. PB-LSM-6	6°49'13.20"N 126°16'28.95"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
7. PB-LPM- 7	6°56'21.26"N 126°12'58.17"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
8. PB-LSM- 8	6°56'21.93"N 126°13'22.93"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
9. PB-LPM- 9	6°56'44.51"N 126°12'52.52"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
10. PB-LSM- 10	6°56'44.30"N 126°13'14.56"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
11. PB WCM A	6°50'3.72"N 126°15'46.22"E	West Cardinal Mark	2 Black Cones Point to Point	Yellow w/ Horizontal Black Band	VQ (9) every 10 sec or Q (9) every 15 sec
12. PB WCM B	6°51'47.16"N 126°15'50.52"E	West Cardinal Mark	2 Black Cones Point to Point	Yellow w/ Horizontal Black Band	VQ (9) every 10 sec or Q (9) every 15 sec

13. PB WCM C	6°53'25.81"N 126°15'13.28"E	West Cardinal Mark	2 Black Cones Point to Point	Yellow w/ Horizontal Black Band	VQ (9) every 10 sec or Q (9) every 15 sec
14. PB WCM D	6°55'25.81"N 126°14'3.61"E	West Cardinal Mark	2 Black Cones Point to Point	Yellow w/ Horizontal Black Band	VQ (9) every 10 sec or Q (9) every 15 sec

## PORT OF MALALAG (Malalag Bay)

Buoy Name	Coordinates	Type of Buoy	Top Mark	Buoy Color	Light Color and Characteristics
1. MB-LPM-1	6°37'53.30"N 125°25'8.79"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
2. MB-LSM-2	6°37'57.11"N 125°24'41.37"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
3. MB-LPM- 3	6°37'19.62"N 125°24'56.95"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
4. MB-LSM-4	6°37'21.17"N 125°24'31.22"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
5. MB-LPM-5	6°36'46.75"N 125°24'59.82"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
6. MB-LSM-6	6°36'47.16"N 125°24'31.93"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
7. MB-LPM- 7	6°36'29.83"N 125°25'1.88"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
8. MB-LSM- 8	6°36'31.63"N 125°24'33.23"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
9. MB-LPM- 9	6°36'4.30"N 125°25'5.25"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green every 5 sec
10. MB-LSM- 10	6°36'4.84"N 125°24'44.09"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red every 5 sec
11. MB-WCM- A	6°38'12.42"N 125°25'46.61"E	West Cardinal Mark	2 Black Cones Point to Point	Yellow w/ Horizontal Black Band	VQ (9) every 10 sec or Q (9) every 15 sec
12. MB-NCM-B	6°35'43.37"N 125°24'58.65"E	North Cardinal Mark	2 Black Cones One Above the Other Pointing Upward	Black above Yellow	White: Very Quick or Quick

## ESTIMATED CHAIN AND CABLE LENGTH

(SUBJECT TO CHANGE – DEPTH IS BASED ON NAMRIA CHART)

### PORT OF MATI

BUOY NAME	CHAINLENGTH	CABLE LENGTH	TOTAL
	(meter) (25 mm)	(meter) (32 mm)	(meter)
MB-LPM- Buoy 1	15	5	20
MB-LSM- Buoy 2	25	15	85
MB-LPM- Buoy3	45	25	70
MB-LSM- Buoy4	55	30	85
MB-LPM- Buoy5	50	25	75
MB-LSM- Buoy6	45	25	70
MB-LPM- Buoy7	45	25	70
MB-LSM- Buoy8	35	20	55
MB-LPM- Buoy9	40	25	65
MB-LSM- Buoy10	20	15	35
MB-WSM- WCM A	15	10	25
MB-NCM- Buoy B	35	15	50
	425	245	670

25mm Mooring Chain      625 meters  
32mm Wire Rope        335 meters

### PORT OF MALALAG

BUOY NAME	CHAINLENGTH	CABLE LENGTH	TOTAL
	(meter) (25 mm)	(meter) (32 mm)	(meter)
PB-LPM-Buoy 1	20	10	30
PB-LSM-Buoy 2	20	10	30
PB-LPM-Buoy 3	50	10	60
PB-LSM-Buoy 4	45	25	70
PB-LPM-Buoy 5	50	25	75
PB-LSM-Buoy 6	45	25	70
PB-LPM-Buoy 7	50	25	75
PB-LSM-Buoy 8	35	20	55
PB-LPM-Buoy 9	50	25	75
PB-LSM-Buoy 10	50	25	75
PB-WCM-Buoy A	30	15	45
PB-WCM-Buoy B	30	15	45
PB-WCM-Buoy C	30	15	45
PB-WCM-Buoy D	30	15	45
	535	260	795

25mm Mooring Chain      125 meters  
32mm Wire Rope        105 meters

Total Length:	Chain	Cable
Mati	425	245
Malalag	535	260
	960m	505m

**SECTION VII**  
**PROJECT DRAWINGS**  
**(DEVELOPMENT PLANS)**



# PUJADA BAY

Port of Mati

PB LPM 9  
PB LPM 7  
PB LSM 10  
PB LSM 8  
PB WCM D

PB WCM C

PB WCM B

PB WCM A

PB LSM 2

PB LSM 4

PB LSM 6

PB LPM 1

PB LPM 3

PB LPM 5

Google Earth

Image © 2019 CNES / Airbus

Image © 2019 TerraMetrics

Data SIO/NOAA, U.S. Navy, NSA, GEBCO

© 2019 Google

4 mi



# MALALAG BAY

Port of Malalag

MB LPM 2

MB LSM 1

MB WCM-A

MB LPM 4

MB LSM 3

MB LSM 5

MB LSM 7

MB LPM 6

MB LSM 8

MB LSM 10

MB LSM 9

MB NCM-B

Google Earth

Image © 2019 CNES / Airbus

© 2019 Google

Image © 2019 Maxar Technologies

Date 5/20/2024 U.S. Navy, NGA, GEBCO

1 mi

N

**SECTION VIII**  
**BILL OF QUANTITIES**  
**AND**  
**ATTACHMENTS**

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT**  
**PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 1</b>	<b>GENERAL EXPENSES</b>				
1.01	Mobilization/Demobilization and Cleaning/Clearing	I.s.	1.00		
1.02	Provide Environmental Safety and Health Program in the execution of the project	I.s.	1.00		
1.03	Provide the Upkeep and Maintenance of Temporary Facility	I.s.	1.00		
<b>TOTAL FOR BILL NO. 1 - GENERAL EXPENSES</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT**  
**PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

<b>NO.</b> <b>(1)</b>	<b>DESCRIPTION OF WORK</b> <b>(2)</b>	<b>UNIT</b> <b>(3)</b>	<b>QTY.</b> <b>(4)</b>	<b>UNIT PRICE</b> <b>(Pesos)</b> <b>(5)</b>	<b>AMOUNT</b> <b>(Pesos)</b> <b>(4) x (5)</b>
<b>BILL NO. 2</b>	<b>CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM</b>				
2.01	Construction and delivery at site of mooring system	sets	26.00		
2.02	Supply, delivery & installation at site of mooring chains	sets	26.00		
2.03	Offshore installation of mooring system at designated site, including buoys and navigational marine lights	sets	26.00		
<b>TOTAL FOR BILL NO. 2</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT**  
**PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 3</b>	<b>SUPPLY, CONSTRUCT AND OFFSHORE INSTALLATION OF SOLAR-POWERED LIGHTED BUOYS ASSEMBLY</b>				
3.01	Supply, construct, deliver and install at staging area of polyethylene buoys	sets	26.00		
3.02	Supply, test and install at site the Marine Lanterns Assembly	sets	26.00		
<b>TOTAL FOR BILL NO. 3</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT**  
**PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 4</b>	<b>OFFSHORE COMMISSIONING, TESTING AND OBSERVATION OF AIDS TO MARINE NAVIGATION</b>				
4.01	Offshore commissioning, testing and observation of buoys and navigational marine lanterns	sets	26.00		
<b>TOTAL FOR BILL NO. 4</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT**  
**PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 5</b>	<b>REIMBURSABLE ITEMS</b>				
5.01	Provide Office and Survey Equipment	I.S.	1.00		
<b>TOTAL FOR BILL NO. 5 - REIMBURSABLE ITEMS</b>					



**BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL**

**PROJECT NAME : PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

**LOCATION : MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

The work items included in the proposal and the basis of payments are as follows:

**BILL NO. 1 - GENERAL EXPENSES**

**Item 1.01 Mobilization/Demobilization and Cleaning/Clearing.**

The quantity to be paid for shall be the actual number of minimum equipment requirement enumerated in the bid documents mobilized, demobilized and cleaning of the site and accepted by the Engineer. The contract lump sum price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to mobilize and demobilize all the minimum equipment requirement enumerated in the bid documents including cleaning of the site. Fifty percent (50%) of the total amount shall be payable after the mobilization activity while the remaining (50%) payable after demobilization and cleaning.

**Item 1.02 Provide Environmental Safety and Health Program in the execution of the project.**

The quantity to be paid for shall be the actual rental for temporary site office and residence for the engineer and staff and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary for the provision of temporary site office and residence for the engineer and staff.

**Item 1.03 Provide the Upkeep and Maintenance of Temporary Facility**

The quantity to be paid for shall be the actual services rendered in maintaining the site office and accepted by the Engineer. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the maintenance of the temporary site office and residence as well as other expenses such as provision for electric power, telephone bill, potable water supply, janitorial and security services.

**BILL NO. 2 – CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM**

**Item 2.01 Construction/Fabrication and delivery at site of the mooring system**

**Item 2.02 Supply, delivery and installation at site of the mooring chains**

**Item 2.03 Offshore Installation of mooring system at designated site, including buoys and navigational marine lights**

The quantity to be paid for shall be the actual number of set/s supplied and delivered on site. However, 10% of the cost for the item/s delivered by the Contractor shall be temporarily withheld by PPA and shall only become demandable/payable upon installation and commissioning of the buoys. Payment shall include freight and delivery cost; brokerage fees, if any; the cost of equipment, materials and labor in handling the items and all related works.

**BILL NO. 3 - SUPPLY, CONSTRUCT AND OFFSHORE INSTALLATION OF SOLAR- POWERED  
LIGHTED BUOY ASSEMBLY**

- Item 3.01**      **Supply, construct, deliver and install at site 30 sets of polyethylene Buoys**  
**Item 3.02**      **Supply, test, deliver and install at site Marine Lanterns Assembly (Nav Aid)**

The quantity to be paid for shall be the actual number of set/s supplied and delivered on site. However, 10% of the cost for the item/s delivered by the Contractor shall be temporarily withheld by PPA and shall only become demandable/payable upon installation and commissioning of the buoys. Payment shall include freight and delivery cost; brokerage fees, if any; the cost of equipment, materials and labor in handling the items and all related works.

**BILL NO. 4 – OFFSHORE COMMISSIONING, TESTING AND OBSERVATION OF AIDS TO  
MARINE NAVIGATION**

- Item 4.01**      **Offshore commissioning, testing and observation of aids to marine navigation**

The quantity to be paid for shall be the actual number of navigational aids delivered and installed at the Entrance Channel. Payment shall be in accordance with the actual work accomplished include the cost of equipment, materials and labor in handling the items and all related works.

**BILL NO. 5 - REIMBURSABLE ITEMS**

- Item 5.01**      **Provide Office and Survey Equipment**

The quantity to be paid for shall be the actual number of office equipment, as enumerated on the bid documents, supplied and delivered in accordance with the specifications and accepted by the Engineer. The contract lump sum price shall be full compensation for providing all the reimbursable items. The amount of bid should not exceed the maximum amount stated in the Bid Data Sheet [ITB Clause 13.1 (a)]. Claims for payment shall be supported by Official Receipt(s) (OR). The amount to be paid for shall be the price indicated in the OR but should not exceed the contract lump sum price. Payment shall be in per item delivered with no OCM and Profit imputed in the unit cost.

## **FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF**

**PROJECT NAME : PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

**LOCATION : MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

### **A. SITE OFFICE**

The Contractor shall rent/lease a fully furnished and air-conditioned temporary site office for use of the Engineer and his staff with a floor area of at least **30 sq.m.** It shall be provided or connected with electricity, portable water supply and drainage/sewerage system. The said site office shall have tiled bathroom/toilet complete with fixtures and partitions for at least two (2) rooms. The field office shall be located within or near the project site as approved by the Project Manager/Engineer.

### **B. OFFICE AND SURVEY EQUIPMENT**

The Contractor shall purchase the following main items of brand new office and survey equipment for use of the Engineer and his staff. The Contractor shall make available for use of the Engineer other equipment as may be necessary for the proper functioning of the office. The procured equipment shall be the property of PPA. Operation and maintenance shall be borne by PPA after the completion of the project.

- |   |      |  |
|---|------|--|
| 1 | unit | <b>SERVICE VEHICLE; 6 speed A/T; 2.2 L; Max Power 147Hp @ 3,400 rpm Diesel/Gasoline with; Power Steering, Power Window and Power Door Lock capable; Includes Registration, Insurance, Misc.</b>  |
| 1 | unit | <b>ULTRA RUGGED LAPTOP for Hydrographic Survey; water and shock-proof resistant, 6<sup>th</sup> generation Intel Skylake Core i5 or i7 Processor, 13.3" Sunlight Touchscreen; Win 7 Pro; 8Gb RAM; 128 Gb SSD,</b><br><br><b>Includes Auto-Cad LT Software (3 year Subscription) and Colored Office Jet Printer (wide format)</b> |
| 1 | unit | <b>HYPACK MAX SURVEY SOFTWARE</b>  |

## **EQUIPMENT REQUIREMENT**

**PROJECT NAME : PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

**LOCATION : MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

**Proposed Project Description :**

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 26 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

- |      |   |      |   |
|------|---|------|---|
| I.   | 1 | unit | <b>Crane Barge, Non-propelled (319 GWT) with 60T mechanically operated crane (Owned)</b>  |
|      | 1 | unit | <b>Tugboat, 500hp (Owned or Leased)</b>   |
|      |   |      | Or  |
|      | 1 | unit | <b>Crane Barge, Self-propelled (319 GWT) with 60T mechanically operated crane (Owned)</b> |
| II.  | 1 | unit | <b>Concrete Mixer, One Bagger, Min. (Owned)</b>   |
| III. | 1 | unit | <b>Bar Cutter, Electric, 25mm dia., Min. (Owned)</b>                                      |
| IV.  | 1 | unit | <b>Bar Bender, Electric, 25mm dia., Min. (Owned)</b>                                      |

# **SECTION IX**

## **BIDDING FORMS**

**BID FORM**

Date: \_\_\_\_\_  
ITB No. \_\_\_\_\_ 2019

To: **Philippine Ports Authority**  
Bonifacio Drive, South Harbor,  
Port Area, Manila

We, the undersigned, declare that:

- a. We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract for the **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**;
- 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 below is:

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	GENERAL EXPENSES	P
2	CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM	
3	SUPPLY, CONSTRUCT AND DELIVERY OF SOLAR- POWERED LIGHTED BUOY ASSEMBLY	
4	OFFSHORE COMMISSIONING, TESTING AND OBSERVATION OF AIDS TO MARINE NAVIGATION	
5	REIMBURSABLE ITEMS	
	<b>TOTAL AMOUNT OF BID (including VAT)</b>	P

The discounts offered and the methodology for their application are \_\_\_\_\_;

- c. Our Bid shall be valid for a period of 120 Calendar 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.
- j. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR.**
- k. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

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

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS,  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE**

Name of the Contract or Title Of the Project 1]	Owner's Name and Address	Nature/ Scope of Work 2]	Contractor's Role (in percentage) 3]	Total Contract Value At			Date of Award 5]	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration 5]	
				Award	Project Completion Date	Escalated Value to Present Prices 4]				Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started													

**NOTE :**

- 1] As appearing or defined in the contract entered/executed by the parties
- 2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Bid.
- 3] Indicate whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium
- 4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Specify the "Escalation Factor" used to escalate the Contract Value from completion date to the advertisement date of the Invitation to Bid per section 23.11.2 (3) of R.A. 9184.
- 5] State Month and Year.

This notice shall be supported by:

- a) Notices of Award and/or Contract
- b) Notice to Proceed

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Official

\_\_\_\_\_  
Date



**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID**

Name of the Contract or Title Of the Project	Owner's Name and Address	Nature/ Scope of Work	Contractor's Role and Percentage of Participation	Total Contract Value At			Date of Award	Value of Outstanding Works	Contract Duration	
				Award	Project Completion Date	Escalated Value to Present Prices			Start	Completed

**NOTE :**

- 1] The prospective bidder must have completed as SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer indices, must be at least fifty percent (50%) of the ABC to be bid.
- 2] This Statement shall be supported by:
  - a) Notice of Award and/or Notice to Proceed.
  - b) Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor. Construction Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Official

\_\_\_\_\_  
Date

**EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS**

Similar Major Operations of Work	Unit of Measure	Quantity	Title of the Project				Unit of Measure	Quantity
			Title of the Project	Title of the Project	Title of the Project	Title of the Project		
Experienced & Accredited in Ports, Harbors, & Offshore Engineering Projects, particularly related to: CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM	sets.	13.00						

NOTE: 1] Submit the Certificate of Completion/Certificate of Acceptance by the project owner, Final Recapitulation/Bill of Quantities and/or Constructor Performance Evaluation System (CPES) ratings, 1<sup>st</sup>, 2<sup>nd</sup> & Final visit (if applicable). Projects with no Certificate of Completion/Acceptance and Recapitulation/Bill of Quantities shall not be considered.

2] The Owner's Certificate of Final Acceptance; or the Contractors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be Satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

**FINANCIAL DATA**

- A. The prospective bidder's audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by the Bureau of Internal Revenue 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.

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

- B. The computation of the bidders Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, as follows.

NFCC = [ (current assets minus current liabilities) (15) ] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = \_\_\_\_\_

Attached herewith are certified true copies of the audited financial statements stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding calendar year.

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Official

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

**NOTES:**

If Partnership or Joint Venture, each Partner or Member Firm of Joint venture shall submit separate financial statements

### LIST OF CONTRACTOR'S PERSONNEL

I hereby declare that the following key personnel enumerated below, with attached resume/bio-data, including valid PRC License, for the various positions/functions, are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (Years) <sup>1)</sup>	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Project Manager					PRC License (CE/ME/GE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex " " --
Project Engineer					PRC License (CE/ME/GE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex " " --
Construction Safety and Health Officer					Certificate of Safety and Health Construction Related Course issued by DOLE Accredited Trainings Complete Qualification and Experience Data Certificate of Commitment	Annex " " --
Foreman					Complete Qualification and Experience Data Certificate of Commitment	Annex " " --
Other Position(s)					Complete Qualification and Experience Data Certificate of Commitment	Annex " " --

NOTE: 1. Minimum qualification requirements: (work experience is similar in nature and complexity to the project to be bidded-out)

Project Manager - Five (5) years  
Project Engineer - Three (3) years  
Foreman - Five (5) years

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

## LIST OF CONTRACTOR'S EQUIPMENT UNITS

I hereby declare that the following equipment listed below which are owned, leased or under purchase agreement are in good operating condition and are available for the duration of the project:

DESCRIPTION (Type, Model, Make)	No. of Unit(s)	Capacity Output 2]	Owned, Leased and/or under purchase agreement 1]	Submitted Proof of Ownership/Leased/ Purchase Agreement (Mark as Annex "A.....Z")	OTHER INFORMATIONS (As Applicable)				
					Manufacturer	Engine Serial No.	Chassis No./ Name of Vessel	Location	Status

1] Indicate if owned or leased as listed in the Checklist/Bidding Documents. For owned equipment, as required, submit proof of ownership (i.e. deed of sale, sales invoice, official receipt). For Water Truck, Dump Truck and Transit Mixer submit LTO Certificate of Registration and valid Official Receipt. For owned barge/tugboat, submit Marina Certificate of Ownership and valid Cargo Ship Safety Certificate. For newly purchased barge/tugboat, submit Deed of Sale together with an application for Marina Certificate of Ownership duly received/authenticated by Marina with corresponding valid Cargo Ship Safety Certificate. For leased equipment, submit duly notarized copy of lease contract together with a copy of the Marina Owner's (Lessor's) Certificate and valid Cargo Ship Safety Certificate.

2] The unit of each equipment shall be as indicated in the Checklist/Bidding Documents, i.e. GW (for crane barge), DWT (for deck barge and hopper barge), TON (for crane, road roller and drop hammer), kg.-m/blow (for diesel hammer), cu.m (for dump truck), hp. (for tugboat, road grader, bulldozer and concrete vibrator), cfm (for compressor), gal. (for water truck with pump), amp. (for welding machine), bagger (for concrete mixer).

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

## OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

### AFFIDAVIT

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

1. I am the sole proprietor of (Name of Bidder) with office address at \_\_\_\_\_;
2. As the owner and sole proprietor or authorized representative of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR** of the Philippine Ports Authority;
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the PPA General Manager, 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 Document;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
  - c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and

d) Inquire or secure Supplemental / Bid Bulletin(s) issued for **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR;**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

**A F F I D A V I T**

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR** of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of (Name of Bidder) is related to the PPA General Manager, 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. (Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Document;
  - 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 **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

**A F F I D A V I T**

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at \_\_\_\_\_;
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR** of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board Resolution, or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of (Name of Bidder) is related to the PPA General Manager, 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 or 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 Document
  - 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  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE  
NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR;**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

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

**BID-SECURING DECLARATION**  
Invitation to Bid No. \_\_\_\_\_

To : Philippine Ports Authority  
Bonifacio Drive, South Harbor,  
Port Area, manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

\_\_\_\_\_  
Name of Bidder's Authorized Representative  
(Signatory's Legal Capacity)  
AFFIANT

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, *[date issued]*, *[place issued]*  
IBP No. \_\_, *[date issued]*, *[place issued]*  
Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.

## **WORK/CONSTRUCTION METHODOLOGY**

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 26 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**MATI, DAVAO ORIENTAL AND MALALAG, DAVAO DEL SUR**

### **MINIMUM SCOPE OF WORK METHODOLOGY:**

Upon receipt of Notice to Proceed (NTP), procurement for the mooring chains and marine lantern, and polyethylene buoys if preferred, shall be made.

Thereafter, shall mobilized sufficient labors, supplies, materials, plants and equipment for the construction of mooring system and solar-powered lighted buoys. The construction works shall be at such hours as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved schedule (PERT/CPM).

After the completing the construction of the entire Navigational Aids system, it shall be delivered near the project site and it shall be loaded to a crane barge one (1) set at a time and shall be installed at the designated offshore site.

1. CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM
2. SUPPLY, CONSTRUCT AND OFFSHORE INSTALLATION OF SOLAR-POWERED LIGHTED BUOY ASSEMBLY
3. OFFSHORE COMMISSIONING, TESTING AND OBSERVATION OF AIDS TO MARINE NAVIGATION OPEN SEA DISPOSAL OF DREDGED MATERIALS

### **NOTES:**

The narrative construction method will guide and familiarize the contractor and the PPA on how the project shall be carried out in accordance with the highest standard of workmanship.

The construction method shall be consistent with the Bar Chart / S-Curve Schedule, Equipment Schedule and Manpower Schedule.

\_\_\_\_\_  
Signature  
(Authorized Signing Official)

Republic of the Philippines  
**PHILIPPINE PORTS AUTHORITY**  
PPA Building, Bonifacio Drive, South Harbor,  
Port Area, Manila, Philippines

**CONTRACT**  
**FOR THE** \_\_\_\_\_  
\_\_\_\_\_

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY**, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JAY DANIEL R. SANTIAGO**, and hereinafter referred to as "**PPA**";

- and -

\_\_\_\_\_, duly organized and existing in accordance with Philippine laws, with office and business address at \_\_\_\_\_, represented in this act by its \_\_\_\_\_, as evidenced by \_\_\_\_\_, a copy of which is hereto attached and made an integral part hereof as Annex "1", and hereinafter referred to as "**CONTRACTOR**."

**WITNESSETH:**

WHEREAS, in accordance with Republic Act No. 9184 and its 2016 Implementing Rules and Regulations (IRR), PPA advertised and posted on the PPA website and PhilGEPS, as well as on its bulletin board, an Invitation to Bid for the \_\_\_\_\_;

WHEREAS, in response to the said advertisement \_\_\_\_\_ bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on \_\_\_\_\_ and the conduct of bid evaluation and post-qualification, the bid submitted by the CONTRACTOR at its unit and lump sum prices set forth in its proposal was found to be the \_\_\_\_\_ Bid in the amount of \_\_\_\_\_ PESOS ( ), Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, award of contract was made to the CONTRACTOR in a Notice of Award dated \_\_\_\_\_, in the amount of \_\_\_\_\_ PESOS ( ), after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;