

- 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>90 calendar days</b> from commencement of work, inclusive of the estimated <b>Eighteen (18) 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 <b>Procuring Entity's Representative</b> 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>PORTS OF DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL; LARENA AND SIQUIJOR, SIQUIJOR</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.
13.1	1. Refer to the Bidder's Responsibilities under 6.1 of ITB-5 and GCC 4 – 5
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	The Contractor shall employ the following <b>Key Personnel</b> : <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	No additional provision. If the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
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	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.

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

PROJECT NAME : **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

## 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 (20) 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 Bohol Island.
- 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 **NINETY (90) 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.

**6.010 TECHNICAL SPECIFICATION (Also see Attached Drawings)****AIDS TO MARINE NAVIGATION SPECIFICATION AND PROPOSED LOCATION  
(Duly Coordinated with Philippine Coast Guard)**

Buoy Name		Coordinates	Type of Buoy	Top Mark	Buoy Color	Light Color and Characteristics
<b>DUMAGUETE</b>						
1	LPHM-Du 1	9°18'16.62"N 123°19'14.85"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
2	LSHM-Du 2	9°19'9.35"N 123°19'22.16"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
3	LPHM-Du 3	9°18'30.18"N 123°18'52.58"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
4	LSHM-Du 4	9°18'59.82"N 123°18'54.13"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
<b>TANDAYAG</b>						
1	T-LPHM 1	9°26'9.35"N 123°14'34.98"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
2	T-LSHM 2	9°26'47.98"N 123°14'40.87"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
3	T-LPHM 3	9°26'17.94"N 123°14'21.04"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
4	T-LSHM 4	9°26'43.51"N 123°14'23.98"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
<b>LARENA</b>						
1	La-LPM 1	9°15'52.20"N 123°35'1.09"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
2	La-LSM 2	9°15'42.94"N 123°34'48.64"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
3	La-LPM 3	9°15'35.20"N 123°35'9.78"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
4	La-LSM 4	9°15'25.43"N 123°35'1.25"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
5	La-LPM 5	9°15'17.38"N 123°35'19.79"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
6	La-LSM 6	9°15'8.49"N 123°35'14.04"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec

Buoy Name		Coordinates	Type of Buoy	Top Mark	Buoy Color	Light Color and Characteristics
<b>SIQUIJOR</b>						
1	Siq-LPM 1	9°14'14.34"N 123°30'37.84"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
2	Siq-LSM 2	9°14'5.34"N 123°30'16.47"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
3	Siq-LPM 3	9°13'43.28"N 123°30'43.12"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
4	Siq-LSM 4	9°13'39.06"N 123°30'24.92"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec
5	Siq-LPM 5	9°13'17.25"N 123°30'48.29"E	Lateral Port Hand Mark	Single Green Cylindrical Can	Green	Fl 2 Green ev 5 sec
6	Siq-LSM 6	9°13'10.40"N 123°30'34.03"E	Lateral Starboard Hand Mark	Single Red Cone Pointing Upward	Red	Fl 2 Red ev 5 sec

#### **POLYETHYLENE BUOYS**

- ↓ UV RATING - UV 15
- ↓ MINIMUM FOCAL HEIGHT - 3.20 meters
- ↓ MINIMUM BODY WIDTH - 2.20 meters
- WITH TOPMARK - As per Proposed Site
- LANTERN GUARD
- ACCESS LADDER
- AUTOMATIC IDENTIFICATION SYSTEM (AIS)- Type 1

#### **SOLAR-POWERED MARINE LANTERN**

- ↓ MARINE LANTERN - Self-contained LED
- ↓ LIGHT VISIBILITY - 6.0 Nautical Mile (minimum)
- ↓ TRANSMISSIVITY/TRANSMISSION FACTOR - 0.74
- ↓ VISIBILITY - 360 Degrees
- ↓ LED EXPECTED SERVICE LIFE - 50,000 Hours/Duty Factor
- ↓ BATTERY - Lead Acid 12 or 24 Ah
- ↓ FRESNEL LENS - Molded optical grade acrylic

- MOORING LINKS** (Initial Estimated Length) - See Annex B and Section VII
- ↓ **CONCRETE SINKER** - 5.0 ton (see Section VII)

- ↓ FOCAL HEIGHT - 3.20 meters (minimum)
- ↓ BODY WIDTH - 2.20 meters (minimum)
- ↓ LANTERN - Self-contained LED
- ↓ LIGHT VISIBILITY - 5.0 Nautical Mile (minimum)
- ↓ MOORING LINKS - See Annex B and Section VII
- ↓ CONCRETE SINKER - 5.0 ton (see Section VII)

**PROPOSED CHAIN AND CABLE SPECIFICATION**

(NOTE: SUBJECT TO CHANGES BASED ON ACTUAL FIELD SURVEY)

PROJECT SITE TYPE OF BUOY	CHAIN LENGTH (meter)	CABLE LENGTH (meter)	TOTAL LENGTH (meter)	CHAIN/CABLE SPECIFICATION
<b>a) PORT OF DUMAGUETE</b>				
1 LPHM Du 1	60.00	30.00	90.00	25mm/32MM
2 LSHM Du 2	60.00	30.00	90.00	25mm/32MM
3 LPHM Du 3	20.00	10.00	30.00	25mm/32MM
4 LSHM Du 4	12.00	6.00	18.00	25mm/32MM
<b>b) PORT OF TANDAYAG</b>				
1 T- LPHM 1	60.00	30.00	90.00	25mm/32MM
2 T- LSPM 2	60.00	30.00	90.00	25mm/32MM
3 T- LPHM 3	40.00	20.00	60.00	25mm/32MM
4 T-LSHM 4	40.00	20.00	60.00	25mm/32MM
<b>c) PORT OF LARENA</b>				
1 La-LPM 1	60.00	30.00	90.00	25mm/32MM
2 La-LSM 2	60.00	30.00	90.00	25mm/32MM
3 La-LPM 3	60.00	30.00	90.00	25mm/32MM
4 La-LSM 4	60.00	30.00	90.00	25mm/32MM
5 La-LPM 5	50.00	25.00	75.00	25mm/32MM
6 La-LSM 6	50.00	25.00	75.00	25mm/32MM
<b>d) PORT OF SIKUIJOR</b>				
1 Siq-LPM 1	60.00	30.00	90.00	25mm/32MM
2 Siq-LSM 2	60.00	30.00	90.00	25mm/32MM
3 Siq-LPM 3	60.00	30.00	90.00	25mm/32MM
4 Siq-LSM 4	60.00	30.00	90.00	25mm/32MM
5 Siq-LPM 5	50.00	25.00	75.00	25mm/32MM
6 Siq-LSM 6	35.00	20.00	55.00	25mm/32MM
<b>TOTAL LENGTH (meters)</b>	<b>1,017.00</b>	<b>511.00</b>	<b>1,528.00</b>	

LOCATION	TYPE OF BUOY	NO. OF BUOY	SUB-TOTAL
Dumaguete	Lateral Port Hand Mark (LPHM)	2	4
	Lateral Starboard Hand Mark (LSHM)	2	
Tandayag	Lateral Port Hand Mark (LPHM)	2	4
	Lateral Starboard Hand Mark (LSHM)	2	
Larena	Lateral Port Hand Mark (LPHM)	3	6
	Lateral Starboard Hand Mark (LSHM)	3	
Siquijor	Lateral Port Hand Mark (LPHM)	3	6
	Lateral Starboard Hand Mark (LSHM)	3	
<b>TOTAL</b>			<b>20</b>

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

SECTION VIII  
BILL OF QUANTITIES  
AND  
ATTACHMENTS

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE**  
**TANDAYG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

<b>NO.</b> ( 1 )	<b>DESCRIPTION OF WORK</b> ( 2 )	<b>UNIT</b> ( 3 )	<b>QTY.</b> ( 4 )	<b>UNIT PRICE</b> (Pesos) ( 5 )	<b>AMOUNT</b> (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 DUMAGUETE**  
**TANDAYG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

<b>NO.</b> ( 1 )	<b>DESCRIPTION OF WORK</b> ( 2 )	<b>UNIT</b> ( 3 )	<b>QTY.</b> ( 4 )	<b>UNIT PRICE</b> (Pesos) ( 5 )	<b>AMOUNT</b> (Pesos) ( 4 ) x ( 5 )
<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	20.00		
2.02	Supply, delivery & installation at site of mooring chains	sets	20.00		
2.03	Offshore installation of mooring system at designated site, including buoys and navigational marine lights	sets	20.00		
<b>TOTAL FOR BILL NO. 2</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE**  
**TANDAYG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

<b>NO.</b> ( 1 )	<b>DESCRIPTION OF WORK</b> ( 2 )	<b>UNIT</b> ( 3 )	<b>QTY.</b> ( 4 )	<b>UNIT PRICE</b> (Pesos) ( 5 )	<b>AMOUNT</b> (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	20.00		
3.02	Supply, test and install at site the Marine Lanterns Assembly	sets	20.00		
<b>TOTAL FOR BILL NO. 3</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE**  
**TANDAYG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

<b>NO.</b> ( 1 )	<b>DESCRIPTION OF WORK</b> ( 2 )	<b>UNIT</b> ( 3 )	<b>QTY.</b> ( 4 )	<b>UNIT PRICE</b> (Pesos) ( 5 )	<b>AMOUNT</b> (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	20.00		
<b>TOTAL FOR BILL NO. 4</b>					

**BILL OF QUANTITIES**  
**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE**  
**TANDAYG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

<b>NO.</b> ( 1 )	<b>DESCRIPTION OF WORK</b> ( 2 )	<b>UNIT</b> ( 3 )	<b>QTY.</b> ( 4 )	<b>UNIT PRICE</b> (Pesos) ( 5 )	<b>AMOUNT</b> (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**

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SIQUIJOR, SIQUIJOR**

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 34 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.

## **EQUIPMENT REQUIREMENT**

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SQUIJOR, PMO NEGROS ORIENTAL / SQUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SQUIJOR, SQUIJOR**

- |    |   |      |  |
|----|---|------|--|
| 1. | 1 | Unit | <b>CRANE BARGE, Non-propelled (320 GWT) with 60T mechanically operated crane (Owned)</b> |
| 2. | 1 | Unit | <b>TUGBOAT 500hp (Owned or Leased)</b>   |
| 3. | 1 | Unit | <b>BAR CUTTER, 25mm dia. (minimum) (Owned or Leased)</b>                                 |
| 4. | 1 | Unit | <b>BAR BENDER, 25mm dia. (minimum) (Owned or Leased)</b>                                 |
| 5. | 1 | Unit | <b>CONCRETE MIXER, One Bagger (minimum) (Owned or Leased)</b>                            |

# **SECTION IX**

## **BIDDING FORMS**

# BID FORM

Date: \_\_\_\_\_  
ITB No. \_\_\_\_\_ 2018

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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR** ;
- 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:**

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

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

T

- 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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR.**
- j. 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: \_\_\_\_\_

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 2018.</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>

**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) Notice 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.
  - c) Construction Performance Evaluation System (CPES) Final Rating, which must be at least satisfactorily.

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.	10.00						

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 Satisfactorily.

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) 1}	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 bidden-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 INFORMATION (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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR** 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 contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

Inquire or secure Supplemental / Bid Bulletin(s) issued for **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR;**

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

### 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 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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR** 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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**
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]

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## OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

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 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 DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR** 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 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 the **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR;**

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]

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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 PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIKUIJOR, PMO NEGROS ORIENTAL / SIKUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SIKUIJOR, SIKUIJOR**

### **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

### **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)

### MANPOWER SCHEDULE

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SIQUIJOR, SIQUIJOR**

MANPOWER (Minimum)	Contract Duration								
	90 Calendar days								
	15	30	45	60	75	90			
Project Manager									
Project Engineer									
Safety Officer									
Foreman									
Specify other applicable positions, ie.:									
1)									
2)									
3) Others									

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

## EQUIPMENT UTILIZATION SCHEDULE

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SIQUIJOR, SIQUIJOR**

EQUIPMENT (Minimum)	Number Of Units	Contract Duration								
		90 Calendar days								
		15	30	45	60	75	90			
1)										
2)										
3)										
4)										
5)										
6)										
7)										

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

## CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project :

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIKUIJOR, PMO NEGROS ORIENTAL / SIKUIJOR**

Proposed Project Description :

**CONSTRUCT, SUPPLY, DELIVER, INSTALL AND COMMISSION 20 SETS OF SOLAR-POWERED LIGHTED OCEAN BUOYS, INCLUDING MOORING SYSTEM, AT DESIGNATED OFFSHORE SITE**

Location:

**DUMAGUETE AND TANDAYAG, NEGROS ORIENTAL ; LARENA AND SIKUIJOR, SIKUIJOR**

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash flow (Quarterly, in Pesos)
<b>TOTAL</b>		

### NOTES

- The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curb.
- Advance payment should be specified if contractor wants to avail.
- Payment schedule shall not be more than once a month.

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

**SECTION X**  
**CONTRACT FORM**

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

**C O N T R A C T**

**PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS  
OF PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIKUIJOR, PMO NEGROS ORIENTAL / SIKUIJOR**

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 -

\_\_\_\_\_, a corporation duly organized and existing in accordance with Philippine laws, with office and business address \_\_\_\_\_, represented in this act by \_\_\_\_\_, duly authorized for this purpose, as evidenced by Secretary's Certificate \_\_\_\_\_, a copy of which is hereto attached and made an integral part hereof as Annex "A", and hereinafter referred to as "**CONTRACTOR**"

**W I T N E S S E T H:**

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION AT PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIKUIJOR, PMO NEGROS ORIENTAL / SIKUIJOR**;

WHEREAS, the **CONTRACTOR** and other prospective bidders submitted their respective bids for the foregoing project;

WHEREAS, after the opening of bids on \_\_\_\_\_, and the conduct of bid evaluation and required 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 Lowest Calculated Responsive Bid in the amount of \_\_\_\_\_ (P\_\_\_\_\_), Philippine Currency;

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

WHEREAS, the **CONTRACTOR** duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the **CONTRACTOR** have agreed, as they do hereby agree, and contract as follows:

## ARTICLE I

## CONTRACT DOCUMENTS

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit

- a. Contract Agreement
- b. Bidding Documents
- c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents / statements submitted
- d. Performance Security
- e. Notice of Award of Contract; and
- f. Other contract documents that may be required by existing laws and the PPA such as:
  - (1) Construction Schedule and S-Curve
  - (2) Manpower Schedule
  - (3) Construction Methods
  - (4) Equipment Utilization Schedule
  - (5) Construction Safety and Health Program approved by the DOLE
  - (6) Pert / CPM
  - (7) Duly Approved Program of Work and Cost Estimates
  - (8) Certificate of Availability of Funds
  - (9) Abstract of Bids
  - (10) Resolution of Award

1.02 All Contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

## ARTICLE II

CONTRACTOR'S UNDERTAKING  
SCOPE OF WORK

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the **PROPOSED CONSTRUCTION AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION PORTS OF DUMAGUETE, TANDAYAG, LARENA AND SIQUIJOR, PMO NEGROS ORIENTAL / SIQUIJOR**, in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. GENERAL EXPENSES	P
2. CONSTRUCTION, DELIVERY AND OFFSHORE INSTALLATION OF AIDS TO MARINE NAVIGATION SYSTEM	-
3. SUPPLY, CONSTRUCT AND OFFSHORE INSTALLATION OF SOLAR- POWERED LIGHTED BUOYS	-
4. OFFSHORE COMMISSIONING, TESTING AND OBSERVATION OF AIDS TO MARINE NAVIGATION	-
5. REIMBURSABLE ITEMS	
<b>TOTAL AMOUNT</b>	<b>P</b>

2.02 The CONTRACTOR agrees to commence, perform and complete the work called for and defined in this Contract at its sole cost and expense, and to fully and faithfully furnish all materials, tools, labor supplies, equipment, services and superintendence for the implementation of this Contract in

accordance with the schedule in the Contract Documents forming integral parts of this Contract.

2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machineries, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the Contract, shall be in accordance with the Contract Documents.

The CONTRACTOR further guarantees that all the office facilities, computer system, digital camera and service vehicle it will provide / supply in connection with this contract shall be brand new and in accordance with the specifications prescribed thereof in the Bid Document.

2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

### ARTICLE III

#### CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract and Contract Documents, the PPA agrees to pay the CONTRACTOR the total amount not exceeding \_\_\_\_\_

(P \_\_\_\_\_),

Philippine Currency, inclusive of the 12% value added tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

It is agreed and understood that all bid prices specified in this contract shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) or when a Treaty or International or Executive Agreement Expressly allows it. Any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

3.02 Final and full payment of the consideration herein above-mentioned shall be upon full completion of the project and fulfillment by the CONTRACTOR of all the terms and conditions set forth in this Contract.

However, it is agreed that no payment or payments made under this Contract, except the final payment upon issuance of Certificate of Completion and Acceptance, shall be understood as performance of this Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper implementation thereof.

3.03 Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to the PPA by the CONTRACTOR under this Contract.

3.04 It is likewise understood that the CONTRACTOR shall show proof evidencing payments by the CONTRACTOR of labor, materials, supplies, insurance premiums, etc., used in the work, before any payment is made to it.

For this purpose, the CONTRACTOR shall, before payment is made on the works accomplished, submit an affidavit certifying to the fact of payments of said labor, materials, supplies, equipment, insurance premiums, etc.

3.05 All payments shall be subject to existing government accounting and auditing rules and regulations.

3.06 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 PPA 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 be imposed.

3.7 The total "retention money" shall be due for release upon final acceptance of the works. The CONTRACTOR may, however, request for the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a Universal or Commercial Bank or surety bond callable in demand, of amounts equivalent to the retention money substituted for and acceptable to PPA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit or surety bond to be posted in favor of PPA shall be valid for a duration to be determined by PPA and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

#### ARTICLE IV

#### PERFORMANCE SECURITY

4.01 To guarantee the faithful performance of the CONTRACTOR of its obligations under this Contract, it shall post prior to the signing of the Contract a performance security in the form of surety bond or irrevocable letter of credit issued by a Universal or Commercial Bank, and acceptable to PPA or a combination thereof as may be required by PPA, in accordance with the following schedule:

- |    |   |   |
|----|---|---|
| a. | Surety bond or irrevocable, letter of credit issued by a Universal or Commercial Bank | - Ten Percent (10%) of the total contract price                           |
| b. | any combination of the foregoing  | - Proportionate to share of form with respect to total amount of security |

4.02 This performance security shall be denominated in Philippine Pesos and posted in favor of PPA, and shall be forfeited in favor of PPA in the event it is established that the CONTRACTOR is in default in any of its obligations under this Contract.

4.03 Subject to the conditions of the Contract, the performance security may be released by PPA after the issuance of the Certificate of Acceptance of the project, provided that PPA has no claims filed against the CONTRACTOR or the surety company and there are no claims for labor and materials filed against the contractor.

4.04 The CONTRACTOR shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements as the case may be. The CONTRACTOR shall cause the extension of the validity of the performance security to cover approved contract time extensions.

4.05 In case of a reduction in the contract value or for partially completed works under this contract which are usable and accepted by PPA, and the use of which in the judgment of PPA shall not affect the structural integrity of the entire project, PPA may allow a proportional reduction in the original

performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## ARTICLE V

### COMPLETION TIME: LIQUIDATED DAMAGES

5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within \_\_\_\_\_ calendar days (including Sundays and Holidays), reckoned not later than seven (7) calendar days from issuance of the Notice to Proceed. Notice to Proceed shall be issued after this Contract has been signed by the Parties hereof.

5.02 Time is of the essence of this Contract. Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the CONTRACTOR shall pay the PPA for liquidated damages, and not by way of penalty, an amount as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.

5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the Facilities Construction and Maintenance Department of PPA.

5.04 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR, whichever is convenient to PPA.

5.05 In case that the delay in the completion of the work exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, PPA may rescind the contract, forfeit the CONTRACTOR's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by PPA or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

## ARTICLE VI

### EXTENSION OF CONTRACT TIME

6.01 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, PPA shall determine the amount of such extension; provided that PPA 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 PPA 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, PPA shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in PPA's opinion, the findings of facts justify an extension.

6.02 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.

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

6.04 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.

6.05 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days predetermined by the PPA 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 the 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 PPA, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralization of construction activities, and other meritorious causes as determined by the PPA's authorized Engineer and approved by the PPA. 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 PPA for consideration and that the validity of the performance security shall be correspondingly extended.

## ARTICLE VII

### ENTIRE CONTRACT

7.01 Provisions to the contrary notwithstanding, it is agreed that this is an entire contract for one whole complete work and that partial payments on account by the PPA or the use of parts of the work or equivalent shall not constitute an acceptance of any part of the work before its entire completion and final acceptance in writing by the PPA.

## ARTICLE VIII

### CONTRACTOR'S LIABILITY

8.01 The Parties, likewise, hereby agree that the employees of the CONTRACTOR are not employees of the PPA; hence, the PPA shall not in any way be liable or responsible for any personal injury or damages including death sustained or caused by any of the employees of the CONTRACTOR and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub- contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the PPA free and harmless from any and all liability in

respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

## ARTICLE IX

## RESPONSIBILITY OF THE CONTRACTOR

**9.01 The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by the PPA and shall be held responsible for any damage or destruction of works until such final acceptance.**

9.02 The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

9.03 Any actionable act or acts of \_\_\_\_\_ arising out of or in the course of this Contract shall be understood and binding as an act of \_\_\_\_\_ and vice-versa.

## ARTICLE X

## INSPECTION AND CONSTRUCTION OF CONTRACT WORK

10.01 Inspection of the contract work shall be made by the PPA while such contract work is in progress to ascertain that the completed works or stages comply in all respects, with the standards and requirements set forth in the Contract Documents. Notwithstanding such inspection, the CONTRACTOR shall be held responsible for the acceptability of the finished works. The CONTRACTOR shall promptly correct all works determined by the PPA as failing to meet requirements, at CONTRACTOR's own expense.

## ARTICLE XI

**NON-ASSIGNMENT AND NO SUBCONTRACT**

11.01 The CONTRACTOR shall not, without the written approval of the PPA, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for the PPA to terminate or cancel this Contract **motu proprio** without need of judicial action pursuant to Section 19.04 hereof. Should the PPA give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any such sub-contract shall comply and conform with the terms and conditions of the Contract. The CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of the Contract.

11.02 If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the Contract, the sub-contractor shall be removed or replaced immediately upon the written request of the PPA, provided, however, that any failure of PPA to make such a request shall not relieve the CONTRACTOR of its obligations under the contract. PPA shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor or because of the late submittal of its or his approval.

## ARTICLE XII

### INSURANCE

12.01 The CONTRACTOR shall, prior to the commencement of work, secure the standard CONTRACTOR's all risk insurance (CARI) from the Government Service Insurance System (GSIS) or any insurance company duly certified by the Insurance Commission as authorized to issue such insurance, to insure the works against all losses or damages arising from whatever cause for which the CONTRACTOR is responsible under the Contract.

## ARTICLE XIII

### WARRANTY

13.01 The CONTRACTOR shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance thereof by the PPA and shall be held responsible for any damage or destruction of the works, except those occasioned by force majeure. The CONTRACTOR shall be responsible for the safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.02 The defect liability period for the project covered by this Contract shall be one (1) year from project completion up to final acceptance thereof by the PPA. During this period, the CONTRACTOR shall undertake and complete the repair works, at its own expense, of any damage to the said project within NINETY (90) DAYS from the time the PPA General Manager or his duly authorized representative has issued an order to undertake repair. In case of failure or refusal to comply with this order, PPA shall undertake such repair works and the CONTRACTOR shall fully reimburse the former for all the expenses incurred therein upon demand.

13.03 After final acceptance of the project by the PPA, the CONTRACTOR shall be responsible for structural defects and/or failure of the said project within the period of FIFTEEN (15) YEARS from the date of final acceptance thereof by the PPA. For this purpose, the CONTRACTOR shall put up a warranty security in the form of letter of credit issued by a Universal or Commercial Bank or surety bond confirmed by the Insurance Commission and acceptable to PPA in accordance with the following schedule:

- |   |   |
|---|---|
| a. Letter of Credit issued by a Universal or Commercial Bank  | - Five percent (5%) of the total contract price |
| b. Bank guarantee confirmed by a Universal or Commercial Bank | - Ten percent (10%) of the total contract price |

The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by PPA and be returned only after the lapse of the said one (1) year period.

## ARTICLE XIV

### TAXES, LICENSES, PERMITS AND FEES

14.01 The CONTRACTOR's tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature due or which may be due to the national and/or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, fees for the testing of materials and samples and fees for the testing and inspection of the installation by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, PPA is hereby authorized to deduct the amount advanced from whatever amount due the CONTRACTOR from PPA.

14.02 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend payment to the CONTRACTOR. Further, the CONTRACTOR shall during the term of this Contract regularly present to PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

## ARTICLE XV AGREEMENT MODIFICATION

15.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.

15.02 A variation order (change order/extra work order) may be issued by PPA under the conditions set forth in the applicable provisions of Republic Act No. 9184 and its Implementing Rules and Regulations.

15.03 The PPA may, at any time by written order and without notice to the Sureties, direct the CONTRACTOR to perform additional/extra work necessary to and within the General Scope of the project as bid and awarded. The CONTRACTOR shall be paid for additional/extra work items whose unit prices shall be derived based on the following:

- a. For additional/extra works duly covered by change orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.
- b. For additional/extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g. unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both PPA and the CONTRACTOR, and provided further that the direct unit costs of new components shall be based on the CONTRACTORS's estimate as validated by PPA via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the contractor in his bid to determine the unit price of the new work item.

15.04 Request for payment by the CONTRACTOR for any extra work shall be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which he claims payment. Said request for payment shall be included with the CONTRACTOR's statement of progress payment.

## ARTICLE XVI SUSPENSION OF WORK

16.01 The PPA or its duly authorized representative 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 PPA 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.

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

## ARTICLE XVII

### INDIVISIBILITY OF OBLIGATION

17.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

## ARTICLE XVIII

### ARBITRATION/REMEDY AND RELIEF

18.01 Should there be any dispute or difference of any kind whatsoever which shall arise between the parties in connection with the implementation of this Contract; the Parties hereto shall make every effort to resolve amicably such dispute or difference by mutual consultation. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Laws" and Republic Act No. 9285; otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this contract in accordance with Article XIX, Section 19.04 hereof.

18.02 Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to the PPA for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper court of the City of Manila.

18.03 It is clearly understood that in case a dispute or disagreement arises between the PPA and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of the PPA relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

## ARTICLE XIX

### OTHER COVENANTS

19.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.

19.02 It should also be clearly understood that any payment or failure of the PPA to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the PPA shall not be construed or considered as a waiver on the part of the PPA for the enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations provided thereunder.

19.03 Under no circumstances shall the PPA be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the PPA to perform said work.

19.04 Notwithstanding any provision to the contrary, the PPA has the right to terminate, cancel and/or rescind this Contract **motu proprio**, in case of breach thereof by the CONTRACTOR, without need of