Ten percent (10%) of the total number of fenders to be supplied and rounded to a unit shall be tested for performance. The fender shall be compressed repeatedly three (3) times to the maximum deflection at the speed from 2 to 8 cm. per minute. The load and deflection values shall be recorded with the precision of 0.1tf and 0.5mm respectively. The results shall be plotted in the form of load-deflection-energy absorption curves. The average data obtained in the second and third test loading shall be considered as performance values.

Inspection

All fenders of each type shall be inspected for compliance to specified dimensions and all fenders shall be inspected for any sign of flaw or defect inimical to its use.

All anchor bolts and fittings shall be inspected. The material used for the fabrication of bolts and fittings shall be covered by the manufacturer's certified mill certificate and shall be verified by the Authority.

Acceptance Tolerance

The acceptance tolerance shall be based on the following:

1. Fender Dimension

Length	:	-2% to +4%
Width	:	-2% to +4%
Height	:	-2% to +4%
Thickness	:	-2% to +8%

2. Anchor Bolt Holes in Fender

Diameter of the Hole	:	+2.0mm
Pitch of the Hole	:	+4.0mm

3. Acceptance tolerance for all fenders supplied shall be as follows:

E = Energy absorption,	E ≥ Specified E but not less than 10% of the specified E
R = Reaction force,	R ≤ Specified R but not more than 10% of the specified R

Marking

All fender units shall be clearly numbered and marked. Each fender shall have the following markings.

1. Fender type and manufacturer's name or trade mark
2. Production serial number
3. Date of manufacture or its abbreviation
4. Main dimensions
5. Project identification as follows:

Name of Port/Project : _____

Year supplied : _____

Packaging

The fenders shall be packaged on wooden crate or wrapped individually with Polypropylene sheets except when shipped containerized. The bolts and fittings should be placed in crates and suitably treated for protection when transported by sea and stored in port areas.

EXECUTION

MOORING / FENDERING SYSTEM

All units shall be installed at the locations shown on the drawings and as directed by the Engineer.

ITEM 13 : PROJECT BILLBOARD

SPECIFICATION

The Project Billboard shall be installed at location(s) designated by the Engineer.

The size and specifications of materials for the standard billboard shall be 4ft. x 8ft. (1,200mm x 2,400mm) using ½ inch (12mm) marine plywood or tarpaulin poster on 3/16 inch (5mm) marine plywood.

Project billboards shall not contain Name(s) and/or picture(s) of any personages.

See attached drawings for further details of the standard billboard.

STANDARD PROJECT BILLBOARD

BILLBOARD FRAME

(NOT TO SCALE, ALL DIMENSIONS ARE IN MILLIMETERS)

ITEM 14 : SAFETY SIGNAGES AND BARRICADES

DESCRIPTION

This work includes the furnishing and installing of safety signages and barricades in accordance with the specifications and to the details shown below in the drawings, or as directed by the Engineer.

SPECIFICATION

The Signage's and Barricades shall be installed at location(s) designated by the Engineer.

The sizes of the standard signages shall be 2-2/3ft x 4ft (800mm X 1,200mm) for fixed type and 2ft x 2–2/3ft (600mm x 800mm) for mobile type. For barricade standard 2ft x 2–2/3ft (600mm x 800mm) shall be provided.

The materials to be used for signages and barricades are ½ inch (12mm) marine plywood or tarpaulin poster on 2" x 2" (50mm x 50mm) good lumber frame (see drawing below).

The printing or painting shall be the discretion of the Engineer.

STANDARD PLAN FOR SIGNAGES AND BARRICADES

SECTION VII

PROJECT DRAWINGS

SECTION VII

PROJECT DRAWINGS
(SEE ISSUED APPROVED PLANS)

LIST OF DRAWINGS:

01 of 15	Layout Plan, Vicinity Map, General Notes, List of Drawings
02 of 15	Plan Showing Existing Facilities
03 of 15	General Plan
04 of 15	Piling Plan and Pile Schedule of 400mm X 400mm PSC Bearing Piles
05 of 15	Station 0+000 and Station 0+015
06 of 15	Station 0+030 and Station 0+045
07 of 15	Station 0+055.52, Section A and Section B
08 of 15	Detail Elevation of PSC Sheet Pile
09 of 15	RC Corner Pile 1 Elevation, RC Corner Pile 2 Elevation, RC Corner Pile 3, Elevation and RC Corner Pile 4 Elevation
10 of 15	Detail of Retaining Wall-1, Detail of Retaining Wall-2, Detail of Pile Cap, Detail of Concrete Blocks and Detail of 300mm PCC Pavement
11 of 15	Detail of Continuous Anchor Block, Typical Detail of Deadman and Detail, of 50ø Tie Rod Assembly
12 of 15	Breasting Dolphin Layout Plan
13 of 15	Detail of Breasting Dolphin
14 of 15	Detail of 35 Tons Mooring Bollard (Tee Head) and Detail of Rubber Dock, Fender (V-500hx1500l)
15 of 15	Detail of PSC Pile 400mm X 400mm

SECTION VIII

BILL OF QUANTITIES
and
ATTACHMENTS

BILL OF QUANTITIES

MATI PORT IMPROVEMENT PROJECT

Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 1	**GENERAL EXPENSES**				
1.01	Mobilization, demobilization and cleaning	lot	1		
1.02	Rental of temporary site office and residence for the Engineer and staff	mo.	12		
1.03	Maintain temporary site office and residence for the Engineer and staff	mo.	12		
1.04	Provide Construction Safety and Health Program in the execution of the project	mo.	12		
	TOTAL FOR BILL NO. 1				-

BILL OF QUANTITIES
MATI PORT IMPROVEMENT PROJECT
Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 2	**ENCLOSURE OF BREATHER AREA**				
2.01	Chipoff existing rc curb, flush to deck level and smoothened with mortar	l.m.	135		
2.02	Supply and place 50-100 kg rocks	cu.m.	954		
2.03	Supply and place 3,500 psi concrete for retaining wall, pile cap and continuous anchor block	cu.m.	146		
2.04	Supply and install steel reinfocement for retaining wall, pile cap and continuous anchor block	kg	16,233		
2.05	Supply and install geotextile fabric	sq.m.	787		
2.06	Supply and place sand and gravel fill	cu.m.	1,596		
2.07	Supply, spread and compact selected fill materials	cu.m.	832		
2.08	Supply, spread and compact aggregate base course	cu.m.	133		
2.09	Supply and place portland cement concrete pavement (PCCP, 300mm thk.) for breather area	sq.m.	665		
2.10	Supply and install 50mmØ x 2.234m tie-rod including accessories	set	2		
2.11	Supply and install 50mmØ x 13.00m tie-rod including accessories	set	25		
2.12	Supply and deliver to site 0.35m x 0.525m PSC sheet piles	l.m.	2,700		
2.13	Supply and deliver to site RC corner sheet piles				
	a. RC sheet corner pile no.1	l.m.	25		
	b. RC sheet corner pile no.2	l.m.	25		

BILL OF QUANTITIES
MATI PORT IMPROVEMENT PROJECT
Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
	c. RC sheet corner pile no.3	l.m.	25		
	d. RC sheet corner pile no.4	l.m.	25		
2.14	Handle, pitch and drive 0.35m x 0.525m PSC sheet piles and RC corner sheet piles	l.m.	2,800		
2.15	Supply and deliver to site 0.40m x 0.40m PSC piles	l.m.	765		
2.16	Splice 0.40m x 0.40m PSC piles as directed by engineer	no.	17		
2.17	Handle, pitch and drive 0.40m x 0.40m PSC piles	l.m.	765		
2.18	Chipping and cutting of driven concrete piles up to cut-off elevation including disposal of debris	l.m.	129		
2.19	Supply and place gravel bedding	cu.m.	12		
2.20	Supply and place concrete blocks.	cu.m.	35		
2.21	Supply and place concrete sacked	cu.m.	42		
2.22	Demolish and dispose existing concrete slope protection	sq.m.	331		
2.23	Extract and re-use rock materials from existing bulkhead	cu.m.	924		
2.24	Excavate, backfill and compaction of existing fill materials for construction of continuous anchor block	cu.m.	213		
2.25	Demolish and dispose existing rc curb up to required elevation prior to construction of continuous anchor block	cu.m.	21		
	TOTAL FOR BILL NO. 2				-

BILL OF QUANTITIES

MATI PORT IMPROVEMENT PROJECT

Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 3	**CONSTRUCTION OF BREASTING DOLPHIN**				
3.01	Supply and deliver to site 0.40m x 0.40m PSC piles	l.m.	1,648		
3.02	Handle, pitch and drive 0.40m x 0.40m PSC vertical piles	l.m.	360		
3.03	Handle, pitch and drive 0.40m x 0.40m PSC batter piles	l.m.	1,288		
3.04	Chipping and cutting of driven PSC piles up to cut-off elevation including disposal of debris	no.	36		
3.05	Splice 0.40m x 0.40m PSC piles as directed by engineer	no.	36		
3.06	Supply and place 3,500 psi concrete for breasting dolphin	cu.m.	65		
3.07	Supply and install steel reinforcements for breasting dolphin	kg.	2,096		
3.08	Supply and deliver to site rubber dock fender (V-type 500H x 1500L) including accessories	set	4		
3.09	Install rubber dock fender including accessories	set	4		
3.10	Supply and deliver to site mooring bollard (35T, T-head) including accessories	set	4		
3.11	Install mooring bollard including accessories	set	4		
	TOTAL FOR BILL NO. 3				-

BILL OF QUANTITIES
MATI PORT IMPROVEMENT PROJECT
Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 4	**PAVING OF EXISTING BACK-UP AREA**				
4.01	Removal and disposal of vegetation, trees and high grass	sq.m.	853		
4.02	Cutting/scraping of existing materials up to required elevation including disposal to designated area	cu.m.	427		
4.03	Subgrade preparation	sq.m.	853		
4.04	Supply, spread and compact aggregate base course	cu.m.	167		
4.05	Supply and place portland cement concrete pavement (PCCP, 300mm thk.) for existing back-up area	sq.m.	832		
	TOTAL FOR BILL NO. 4				-

BILL OF QUANTITIES
MATI PORT IMPROVEMENT PROJECT
Port of Mati, Mati, Davao Oriental

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 5	**REIMBURSABLE ITEMS**				
5.01	Provide reimbursable items necessary in the implementation of the project as determined by the Authority	lot	1	451,809.21	451,809.21
	TOTAL FOR BILL NO. 5				**451,809.21**

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

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

The quantity to be paid for shall be the 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 Rental of temporary site office and residence for the Engineer and staff

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 at least 48.00 m^2

Item 1.03 Maintain temporary site office and residence for the Engineer and staff

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.

Item 1.04 Provide construction safety and Health Program in the execution of the project

The quantity to be paid for shall be the actual implementation of construction safety and health program 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 implementation of the Construction Safety and Health Program, as required and approved by the Department of Labor and Employment (DOLE).

BILL NO. 2

ENCLOSURE OF BREATHER AREA

Item 2.01 Chip-off existing R.C. Curb, flush to deck level and smoothen with mortar

The quantity to be paid for shall be the actual length in linear meter of existing R.C. Curb to be chipped off, flushed to deck level and smoothened with mortar in accordance with the plans and specifications 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 work.

Item 2.02 Supply and place 50-100 kg. rocks

The quantity to be paid for shall be the actual volume in cubic meter of 50-100 kg. rocks, supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 2.03 Supply and place 3,500 psi concrete for retaining wall, pile cap and continuous anchor block

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete for retaining wall, pile cap and continuous anchor block to be supplied and set-in-place for steel pipe piles in accordance with the plans and specifications 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 work.

Item 2.04 Supply and install steel reinforcements for retaining wall, pile cap and continuous anchor block

The quantity to be paid for shall be the actual weight in kilogram of reinforcing steel bars for retaining wall, pile cap and continuous anchor block, supplied and installed in accordance with the plans and specifications 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 work.

Item 2.05 Supply and install geotextile fabric

The quantity to be paid for shall be the actual area in square meter of geotextile filter fabric, supplied and installed in accordance with the plans and specifications 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 work.

Item 2.06 Supply and place sand and gravel fill

The quantity to be paid for shall be the actual volume in cubic meter of sand and gravel fill, supplied and set-in-place in accordance with the plans and specifications and accepted by the Engineer. Hydrographic/Topographic Surveys before and after placing of sand and gravel fill shall be made to determine the actual elevations along the cross sections and the actual quantities for payment. Volume due to settlement as established using settlement plates shall also be considered for payment. The contract

unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 2.07 Supply, spread and compact selected fill materials

The quantity to be paid for shall be the actual volume in cubic meter of selected fill to be supplied, spread and compacted in accordance with the plans and specifications 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 work.

Item 2.08 Supply, spread and compact aggregate base course

The quantity to be paid for shall be the actual volume in cubic meter of aggregate base course to be supplied, spread and compacted in accordance with the plans and specifications 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 work.

Item 2.09 Supply and place portland cement concrete pavement (PCCP, 300mm thk.) for breather area

The quantity to be paid for shall be the actual area in square meter of portland cement concrete pavement (PCCP, 300mm thk.) for breather area to be supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 2.10 Supply and install 50mmØ x 2.234m tie-rod including accessories

The quantity to be paid for shall be the actual number in set of 50mmØ x 2.234m tie-rod including accessories, supplied and installed in accordance with the plans and specifications 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 work.

Item 2.11 Supply and install 50mmØ x 13.00m tie-rod including accessories

The quantity to be paid for shall be the actual number in set of 50mmØ x 13.00m tie-rod including accessories, supplied and installed in accordance with the plans and specifications 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 work.

Item 2.12 Supply and deliver to site 0.35m x 0.525m PSC sheet piles

The quantity to be paid for shall be the actual length in linear meter of 0.35m x 0.525m PSC sheet piles, supplied and delivered to site in accordance with the plans and specifications 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 work.

Item 2.13 **Supply and deliver to site RC corner sheet piles**

a) RC sheet corner pile no. 1
b) RC sheet corner pile no. 2
c) RC sheet corner pile no. 3
d) RC sheet corner pile no. 4

The quantity to be paid for shall be the actual length in linear meter of RC corner sheet piles of various sizes, supplied and delivered to site in accordance with the plans and specifications 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 work.

Item 2.14 **Handle, pitch and drive 0.35m x 0.525m PSC sheet piles and RC corner sheet piles**

The quantity to be paid for shall be the actual length in linear meter of 0.35m x 0.525m PSC sheet piles and RC corner sheet piles to be handled, pitched and driven in accordance with the plans and specifications 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 work.

Item 2.15 **Supply and deliver to site 0.40m x 0.40m PSC piles**

The quantity to be paid for shall be the actual length in linear meter of 0.40m x 0.40m PSC piles, supplied and delivered to site in accordance with the plans and specifications 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 work.

Item 2.16 **Splice 0.40m x 0.40m PSC piles as directed by engineer**

The quantity to be paid for shall be the actual number of 0.40m x 0.40m PSC piles to be spliced as directed by engineer in accordance with the plans and specifications 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 work.

Item 2.17 **Handle, pitch and drive 0.40m x 0.40m PSC piles**

The quantity to be paid for shall be the actual length in linear meter of 0.40m x 0.40m PSC piles to be handled, pitched and driven in accordance with the plans and specifications 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 work.

Item 2.18 **Chipping and cutting of driven concrete piles up to cut off elevation including disposal of debris**

The quantity to be paid for shall be the actual length in linear meter of driven PSC sheet piles to be chipped/cut off up to required elevation including disposal of debris in accordance with the plans and specifications 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 work.

Item 2.19 Supply and place gravel bedding

The quantity to be paid for shall be the actual volume in cubic meter of gravel bedding, supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 2.20 Supply and place concrete blocks

The quantity to be paid for shall be the actual volume in cubic meter of concrete blocks, supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 2.21 Supply and place sacked concrete

The quantity to be paid for shall be the actual volume in cubic meter of sacked concrete, supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 2.22 Demolish and dispose existing concrete slope protection

The quantity to be paid for shall be the actual area in square meter of existing concrete slope protection, demolished and disposed in accordance with the plans and specifications 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 work.

Item 2.23 Extract and re-use rock materials from existing bulkhead

The quantity to be paid for shall be the actual volume in cubic meter of rock materials from existing bulkhead, to be extracted and reused in accordance with the plans and specifications 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 work.

Item 2.24 Excavate, backfill and compaction of existing fill materials for construction of continuous anchor block

The quantity to be paid for shall be the actual volume in cubic meter of existing fill materials for construction of continuous anchor block, to be excavated, backfilled and compacted in accordance with the plans and specifications 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 work.

Item 2.25 Demolish and dispose existing rc curb up to required elevation prior to construction of continuous anchor block

The quantity to be paid for shall be the actual volume in cubic meter of existing rc curb, to be demolished and disposed up to required elevation prior to construction of continuous anchor block in accordance with the plans and specifications 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 work.

BILL NO. 3

CONSTRUCTION OF BREASTING DOLPHIN

Item 3.01 Supply and deliver to site 0.40m x 0.40m PSC piles

The quantity to be paid for shall be the actual length in linear meter of PSC piles (0.40m x 0.40m), supplied and delivered to site in accordance with the plans and specifications 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 work.

Item 3.02 Handle, pitch and drive 0.40m x 0.40m PSC vertical piles

The quantity to be paid for shall be the actual length in linear meter of 0.40m x 0.40m PSC vertical piles, handled, pitched and driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation and accepted by the Engineers. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.03 Handle, pitch and drive 0.40m x 0.40m PSC batter piles

The quantity to be paid for shall be the actual length in linear meter of 0.40m x 0.40m PSC batter piles, handled, pitched and driven in accordance with the plans and specifications, measured from the tip of piles to cut-off elevation and accepted by the Engineers. The contract unit price shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Item 3.04 Chipping and cutting of driven concrete piles up to cut off elevation including disposal of debris

The quantity to be paid for shall be the actual length in linear meter of driven PSC sheet piles to be chipped/cut off up to required elevation including disposal of debris in accordance with the plans and specifications 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 work.

Item 3.05 Splice 0.40m x 0.40m PSC piles as directed by the engineer

The quantity to be paid for shall be the actual number of 0.40m x 0.40m PSC piles, spliced as directed by the engineer, in accordance with the plans and specifications 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 work.

Item 3.06 Supply and place 3,500 psi concrete for breasting dolphin

The quantity to be paid for shall be the actual volume in cubic meter of 3,500 psi concrete for breasting dolphin, supplied and set-in-place in accordance with the plans and specifications 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 work.

Item 3.07 Supply and install steel reinforcements for breasting dolphin

The quantity to be paid for shall be the actual weight in kilogram of reinforcing steel bars for breasting dolphin, supplied and installed in accordance with the plans and specifications 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 work.

Item 3.08 Supply and deliver to site rubber dock fender (V-type 500H x 1500L) including accessories

The quantity to be paid for shall be the actual quantity in set of rubber dock fender (V-type 500H x 1500L) including accessories, supplied and delivered in accordance with the plans and specifications 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 work.

Item 3.09 Install rubber dock fender including accessories

The quantity to be paid for shall be the actual quantity in set of rubber dock fender including accessories installed in accordance with the plans and specifications 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 work.

Item 3.10 Supply and deliver to site mooring bollard (35 Tons, T-head) including accessories

The quantity to be paid for shall be the actual quantity in set of mooring bollard (35 Tons, T-head) including accessories, supplied and delivered to site in accordance with the plans and specifications 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 work.

Item 3.11 Install mooring bollard including accessories

The quantity to be paid for shall be the actual quantity in set of mooring including accessories, installed in accordance with the plans and specifications 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 work.

BILL NO. 4

PAVING OF EXISTING BACK-UP AREA

Item 4.01 Removal and disposal of vegetation, trees and high grass

The quantity to be paid for shall be the actual area in square meter of vegetation, trees and grass, to be removed and disposed in accordance with the plans and specifications 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 work.

Item 4.02 Cutting/scraping of existing materials up to required elevation including disposal to designated area

The quantity to be paid for shall be the actual volume in cubic meter of existing materials, to be cut/scraped up to required elevation including disposal to designated area in accordance with the plans and specifications 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 work.

Item 4.03 Subgrade preparation

The quantity to be paid for shall be the actual area in square meter of subgrade preparation in accordance with the plans and specifications 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 work.

Item 4.04 Supply, spread and compact aggregate base course

The quantity to be paid for shall be the actual volume in cubic meter of aggregate base course to be supplied, spread and compacted in accordance with the plans and specifications 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 work.

Item 4.05 Supply and place portland cement concrete pavement (PCCP, 300mm thk.) for existing back-up area

The quantity to be paid for shall be the actual area in square meter of portland cement concrete pavement (PCCP, 300mm thk.) for existing back-up area to be supplied and set-in-place in accordance with the plans and specifications 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 work.

BILL NO. 5

REIMBURSABLE ITEMS

Item 5.01 Provide reimbursable items necessary in the implementation of the project as determined by the Authority.

The quantity to be paid for shall be the actual quantity of determined items by the Authority deemed necessary in the implementation of the project, supplied, delivered and accepted by the Authority. Payment for said items shall be made only upon complete delivery/acceptance of such. The contract lump sum price shall be full compensation for providing all determined items. The Contractor's Profit and Overhead, Contingencies and Miscellaneous (OCM) should not be included in the cost of said items. The amount of bid should be fixed as indicated in the amount stated in the Bid Data Sheet [ITB Clause 13.1(a)] and as provided in the Bill of Quantities (BOQ). Claims for payment shall be supported by Official Receipt(s) (OR) and at least three (3) canvasses. The amount to be paid for shall be the price indicated in the OR but should not exceed the contract lump sum price. The determined items shall be the property of PPA. Operation and maintenance shall be borne by PPA.

FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF

TEMPORARY FACILITIES OF THE CONTRACTOR

The Contractor shall provide and maintain such temporary offices, stores, workshops, latrines, housing and messing accommodations as are necessary. The location, dimension and layout of such buildings and places shall be subject to the approval in writing of the Engineer. By the end of the contract, the Contractor shall remove all buildings and the area shall be cleared and graded as required by the Engineer.

SITE OFFICE AND RESIDENCE FOR THE ENGINEER & STAFF

The Contractor shall provide and maintain a temporary site office and residence with an area of at least 48 square meters for use of the Engineer and staff, including all the necessary electricity, water, communication services and consumables.

MINIMUM EQUIPMENT REQUIREMENTS

1	unit	Crane Barge (319 GW, minimum) with 60T crane, owned
1	unit	Bulldozer (140hp, minimum), owned/leased
1	unit	Crawler Crane (30T, minimum), owned
1	unit	Pile Hammer (Diesel, 10,500 kg.m.), owned
1	unit	Pile Hammer (Diesel, 13,500 kg.m.), owned
1	unit	Drop Hammer (2T, minimum), owned/leased
1	unit	Clamshell, owned
2	units	Concrete Mixer (1-bagger, minimum), owned
2	units	Concrete Vibrator (3.5 hp, minimum), owned
1	unit	Concrete Cutter (5hp, minimum), owned
2	units	Bar Cutter (electric, 25mm dia min.), owned
2	units	Bar Bender (electric, 25mm dia min.), owned
1	unit	Dump Truck (8 cu.m., minimum), owned
1	unit	Water Truck with pump (1,000 gal., minimum), owned
1	unit	Concrete Screeder, owned
4	units	Diving Equipment (complete), owned/leased
1	unit	Air Compressor (250cfm, minimum), owned
2	units	Jackhammer, owned
1	unit	Welding Machine (400amp., minimum), owned
2	units	Oxy/Acetylene Cutting Outfit, owned
1	unit	Tugboat (500hp, minimum), owned/leased
1	unit	Road Roller (12.05T, vibratory, minimum), owned/leased
1	unit	Road Grader (125 hp, minimum), owned/leased
1	unit	Payloader (1.06 cu.m., 93 hp, minimum), owned/leased
1	unit	Backhoe (0.40 cu.m., 94.30 hp), owned/leased
1	unit	Concrete Bucket, owned/leased
2	units	Transit Mixer (5-6 cu.m. cap., minimum), owned/leased
2	units	Plate Compactor (5hp, minimum), owned

CONSTRUCTION SAFETY AND HEALTH REQUIREMEN

The Contractor shall implement the construction safety and health program in accordance with the applicable provisions of the Occupational Safety and Health Standards (OSHS) of the Department of Labor and Employment (DOLE).

The Contractor, subject to the approval of the Engineer shall provide and maintain throughout the duration of the contract a medical room with at least 15 square meters together with all necessary supplies to be sited in the Contractor's main area.

The Contractor shall provide the following minimum requirements:

LABOR

1	no.	Safety Engineer / Officer
1	no.	Nurse / Health Officer

EQUIPMENT / MATERIALS

Personnel Protective Equipment

61	pcs.	Hard Hats
61	pcs.	Gloves
4	pcs.	Goggles
2	pcs.	Aprons
4	pcs.	Safety Belts
61	pcs.	Safety Shoes
4	pcs.	Life Lines

Safety Devices

1	lot	Barricades
1	lot	Warning signs
2	units	Fire extinguisher

Medical and First Aid System - For twelve (12) mos.

NOTE:

The Contractor shall provide the above-cited minimum construction safety and health requirements or as required by the Engineer.

SECTION IX

BIDDING FORMS

Bid Form

Date: _____

ITB No: _____

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 **Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental**;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is:

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Enclosure of Breather Area	
3	Construction of Breasting Dolphin	
4	Paving of Existing Back-up Area	
5	Reimbursable Items	
	TOTAL AMOUNT OF BID (including VAT)	₱

The discounts offered and the methodology for their application are: *insert information]*;

(c) Our Bid shall be valid for a period of 120 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 Calculated 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 **Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental** of the **Philippine Ports Authority**.

(k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

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

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

NOTE:

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

This Statement 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	Completion	Escalated Value to Present Prices			Start	Completed

NOTE :

1. The prospective bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price 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 or Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work 1]	Unit of Measure	Quantity	Title of the Project	Title of the Project	Title of the Project	Title of the Project	Unit of Measure	Quantity
1. Off-shore Pile Driving of Concrete Piles	l.m.	2,607						
2. Reinforced Concrete Works	cu.m.	106						
3. Rock Works a) 50 kg to 100 kg./pc.	cu.m.	477						
4. Fill Materials	cu.m.	1,214						
5. Construction of Portland Cement Concrete Pavement (PCCP)	sq.m.	749						

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, 1st, 2nd & 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 Constructors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be satisfactory.

Name of Firm/Applicant

Authorized Signing Official

Date

(Revised Form : September 2012)

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 (BIR), or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

	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 the 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 Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Project Engineer					PRC License (CE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex "_"
Materials Engineer					PRC License (CE Preferred) Submit Valid and Renewed DPWH Certificate of Accreditation Submit Accreditation Identification Card as Materials Engineer 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 bid with regard to Registration Particulars of the Contractor's License)

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

Materials Engineer – One (1) year
Materials Engineer I – for projects costing up to 100M
Materials Engineer II – for projects costing more than 100M

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (September 2012)

LIST OF CONTRACTOR'S EQUIPMENT UNITS

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

REVISED FORM (January 2011)

OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

AFFIDAVIT

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

1. I am the sole proprietor or authorized representative 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 (Name of Project) of the Philippine Ports Authority, (as shown in the attached duly notarized "Special Power of Attorney" for the authorized representative);

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. (Name of Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. The owner or sole proprietor is not related to the Head of Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end – user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding 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 *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental.*

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 (Name of Project) 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 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 *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental.*

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 20__ at _____, Philippines.

_____
Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)SS

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 (Name of Project) of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board Resolution or Secretary's Certificate;

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;

6. None of the officers, directors, and controlling stockholders of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the or end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. (Name of Bidder) complies with existing labor laws and standards; and

8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Document:
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the 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 *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental.*

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 20__ at _____, Philippines.

_____
Bidder's Representative / Authorized Signatory

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)S.S.

BID-SECURING DECLARATION
Invitation to Bid No. _____

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

I, the undersigned, declare that:

1. I 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 the written demand by 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 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 declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;

   (c) I am declared as the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the Contract.

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

_____
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 ____.

CONSTRUCTION METHODOLOGY

Name of Project : _____

Proposed Project Description : _____

Location : _____

MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY

A. ENCLOSURE OF BREATHER AREA (Area = 664.10 sq.m)

1. Excavate/backfill and compaction of existing fill materials (213 cu.m.), demolish and dispose existing rc curb up to required elevation (21 cu.m.), existing concrete slope protection (331sq.m.), and extraction of rock materials from existing bulkhead (924 cu.m.), prior to construction of continuous anchor block
2. Construction of rock bulkhead (954 cu.m.), fill materials (2,428 cu.m.), reinforced concrete for retaining wall, pile cap and continuous anchor block (146 cu.m. of concrete and 16,233 kg of reinforcing steel bars of various sizes)
3. Supply and drive of concrete piles (0.35m x 0.525m psc sheet piles – 2,700 l.m., rc corner sheet piles – 100 l.m. and 0.40m x 0.40m PSC piles – 765 l.m.), including chipping and cutting of newly driven piles up to required elevation (129 pcs.), and splicing for square pile (17 pcs.)
4. Supply and install of geotextile fabric (787 sq.m.), tie rod of various sizes (2 sets – 50mmØ x 2.234m and 25 sets – 50mmØ x 13.00m)
5. Supply and place of concrete blocks (35 cu.m.), concrete sacked (42 cu.m.) and gravel bedding (12 cu.m.)
6. Construction of Portland Cement Concrete Pavement for breather area (300mm thk., 665 sq.m.), including aggregate base course (133 cu.m.)

B. CONSTRUCTION OF BREASTING DOLPHIN (Number = 4 sets)

1. Supply and drive of 0.40m x 0.40m PSC piles (1,648 l.m.), including chipping/cutting (36 pcs.) and splicing (36 pcs.)
2. Construction of reinforced concrete for breasting dolphin (65 cu.m. of concrete and 2,096 kg of reinforcing bars of various sizes)
3. Supply and install rubber dock fenders, V-type, 500H x 1,500 L (4 sets) and mooring bollards, 35 tons, T-Head (4 sets)

C. PAVING OF EXISTING BACK-UP AREA (Area = 831.30 sq.m)

1. Removal and disposal of vegetation, trees and high grass (853 sq.m.), cutting/scraping of existing materials up to required elevation (427 cu.m.), including subgrade preparation (853 sq.m.)
2. Construction of Portland Cement Concrete Pavement for existing back-up area (300mm thk., 832 sq.m.), including aggregate base course (167 cu.m.)

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 Project Description : _____

Location : _____

MANPOWER (Minimum)	CONTRACT DURATION (_____ Calendar Days)											
	MONTHLY											
	1	2	3	4	5	6	7	8	9	10	11	12
Project Manager												
Project Engineer												
Materials Engineer												
Construction Safety and Health Officer												
Foreman												
Specify other applicable positions, ie.:												
- Carpenter												
- Steelman												
- Mason												
- Electrician												
- Rigger												
- Others												

_____
Signature
(Authorized Signing Official)

EQUIPMENT UTILIZATION SCHEDULE

Name of Project : _____

Proposed Project Description : _____

Location : _____

EQUIPMENT (Minimum)	No. of Units	CONTRACT DURATION (_____ Calendar Days)											
		M O N T H L Y											
		1	2	3	4	5	6	7	8	9	10	11	12

_____
Signature
(Authorized Signing Official)

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project: : _____

Proposed Project Description : _____

Location : _____

Project Duration (days or months)	Payment Schedule (Monthly, in Pesos)	Cash flow (Quarterly, in Pesos)

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
FOR THE MATI PORT IMPROVEMENT PROJECT
PORT OF MATI, MATI, DAVAO ORIENTAL

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 *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental;*

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_____ (₱_____), 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 _____(₱_____), 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 *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental;* in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. General Expenses	₱
2. Enclosure of Breather Area	₱
3. Construction of Breasting Dolphin	₱
4. Paving of Existing Back-up Area	₱
5. Reimbursable Items	₱
TOTAL AMOUNT	₱

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 brand new and in accordance with the Contract Documents.

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 _____ (₱ _____), 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.

3.07 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, 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 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 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.	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 everyday 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 Bank guarantee confirmed by a Universal or Commercial Bank 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 judicial action by giving at least TEN (10) Days written Notice to that effect to the CONTRACTOR, which Notice shall be final and binding on all the parties. In such event, the PPA may take over and continue the project, and the contracts and agreements entered into by the CONTRACTOR with third parties, which the PPA in its discretion, may want to assume are hereby conclusively deemed assigned to the PPA. For this purpose, the CONTRACTOR here agrees and obligates itself to incorporate or cause to be incorporated in any contract or agreement with third parties, as same is connected with or related to the performance of any or all of the CONTRACTOR's obligations and undertakings hereunder, a stipulation providing for its assignability to and assumption by the PPA, at the option of the PPA. It is further agreed and understood that upon receipt of the Notice mentioned above, the CONTRACTOR cannot remove, withdraw or pull-out any of the equipment, machineries, tools, materials, and/or supplies brought to the project site without the written approval of the PPA.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission, including the refund of any and all advances made plus legal interest from date of receipt of the amount or amounts advanced.

19.05 It is expressly agreed that whenever the CONTRACTOR is behind schedule in its contract work and incurs ten (10%) percent or more negative slippage based on its approved PERT/CPM, the PPA may undertake the whole or portion of the unfinished work by administration or by negotiation through another qualified CONTRACTOR.

Whenever a work activity in the project is not being done on schedule per approved PERT/CPM, the PPA shall notify and direct the CONTRACTOR to immediately undertake such work activity. If within fifteen (15) days from receipt of such notice, the CONTRACTOR fails to start work and to show a satisfactory performance, PPA may take over the whole or portion of such work and have such work done by administration or award the same to another qualified contractor through negotiated contract at the current valuation price.

19.06 The PPA has the right to require the CONTRACTOR to supply and provide the required tools, materials, supplies, equipment, facilities, and to increase the number of workers assigned to the work when exigencies of the service so require. Should the CONTRACTOR fail, refuse or neglect to comply with the same, PPA shall have the option to take over the project in whole or in part or award the same to another CONTRACTOR through negotiated contract at the current valuation price. Any increase in cost which the PPA may incur as a result of its take-over of the project pursuant to Sections 19.04, 19.05 and 19.06 shall be borne by and charged to the CONTRACTOR.

19.07 The CONTRACTOR shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred therefrom. Should the CONTRACTOR find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to the PPA, whose decision shall be followed.

19.08 The CONTRACTOR agrees and obligates itself to restore to its original condition, on its own account, any public road, pavement, streets or open space and/or public or private property which are excavated or in any manner used by the CONTRACTOR in connection with the performance of its obligations under this Contract.

19.09 The CONTRACTOR agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this Contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the CONTRACTOR and/or its employees in the performance of their obligations under this Contract.

19.10 No final payment of the contract shall be made to the CONTRACTOR without the Certificate of Completion and/or Acceptance from the Office of the Municipal Engineer of the Municipality concerned of the local works to be restored mentioned in Section 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectible/receivable by the CONTRACTOR from the PPA.

19.11 Notwithstanding any extra work, change of work or orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

19.12 The CONTRACTOR shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

ARTICLE XX

SPECIAL REPRESENTATION

20.01 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of material facts therein, which if known, could have disqualified the CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 19.04 hereof.

20.02 The CONTRACTOR hereby warrants that it has not given nor promised to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extrajudicially or without need of judicial intervention.

ARTICLE XXI

BUDGETARY REQUIREMENT

21.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978, issued by the Office of the President, as implemented by the Letter Circular, dated 7 December 1978, of the Department of Budget and Management.

ARTICLE XXII

EFFECTIVITY

22.01 This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first hereinabove written.

PHILIPPINE PORTS AUTHORITY
By:

Jay Daniel R. Santiago
General Manager

_____
By:

_____
_____

WITNESSES:

Mark Jon S. Palomar
Chairperson Head Office Bids and Awards Committee

_____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of _____, this ____ day of _____, 20___, personally appeared the following:

NAME	Proof of Identity	DATE	PLACE
Jay Daniel R. Santiago	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument as:

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Philippine Ports Authority	_____	_____	_____
_____	_____	_____	_____	_____

and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the corporation they represent.

This foregoing instrument is a Contract for *Mati Port Improvement Project, Port of Mati, Mati, Davao Oriental;* consisting of 13 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No._____;
Page No._____;
Book No._____;
Series of 20____;