Section IX

Bidding Forms

BID FORM

Date: _____

ITB No. 2019-01

To: Philippine Ports Authority

PMO-NCR SOUTH

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 INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

(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 in item (d) below is:

BILL NO.	DESCRIPTION	TOTAL AMOUNT (P)
I.	GENERAL EXPENSES	
II.	SOLAR STREET LIGHTINGS	
	TOTAL AMOUNT OF BID (VAT Included)	

Total Amount in Words:

_____

_____

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

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

(i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the **Installation of solar lighting system at TMO-Pasig, South Harbor, Port Area, Manila** of Philippine Ports Authority-PMO NCR South.

(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: _____

ANNEXES

ANNEX	1.	:	BASIS OF PAYMENT
ANNEX	2.	:	MINIMUM EQUIPMENT REQUIREMENT
ANNEX	3.	:	ENVIRONMENTAL SAFETY AND HEALTH REQUIREMENTS
ANNEX	4.	:	MINIMUM TESTING REQUIREMENTS FOR CONSTRUCTION
ANNEX	5.	:	DRAFT OF CONTRACT AGREEMENT
ANNEX	6.	:	ADDITIONAL FORMS

ANNEX 1

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

The basis of payment for the work item provided in the Bill of Quantities for its respective Bill shall be for the actual quantity (volume in cubic meter, weight in kgs, board foot of lumber, area in square meter, number of sets, linear meter, number of units) that was supplied, places/installed, erected, set-in-place, cast-in-place in accordance with the drawings and specifications and accepted by the Engineer. For lump sum item of work shall be deemed to cover the cost to complete the work item provided in the drawings and specifications and as directed by the Engineer. Payment shall include the cost of materials, labor, used of tools, equipment expenses and all attendant works and incidental expenses necessary to complete each work item covered under its respective Bill, as provided in the bidding documents.

ANNEX 2

EQUIPMENT REQUIREMENT

(Owned or Leased)

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

Item No.	DESCRIPTION	No. of Units	Owned / Leased
1.	Truck mounted telescopic boom type crane (2-5 tons cap; 100hp)	1	Owned /Leased
2.	One bagger concrete mixer	1	Owned /Leased
3.	Concrete vibrator (1" shaft w/ 3.5 hp)	1	Owned/Leased
4.	Air compressor w/ 1 breaker, 125 cfm	1	Owned/Leased
5.	Water pump (output discharge 2,667 lpm, 16hp)	1	Owned/Leased
6.	Concrete cutter, 5hp	1	Owned/Leased
7.	Bar cutter, manual	1	Owned/Leased
8.	Bar bender, manual	1	Owned/Leased
9.	Welding machine 500Amp (Gas Driven)	1	Owned/Leased
10.	Oxy/Acetylene cutting outfit	1	Owned/Leased
11.	Elf truck (2 ton)	1	Owned/Leased
12.	Multi-speed electric grinder	1	Owned/Leased

ANNEX-3

ENVIRONMENTAL, SAFETY AND HEALTH REQUIREMENTS

For the:

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

A. EQUIPMENT / MATERIALS:

1. Safety Gears (Helmets, Shoes, Belts, Gloves, etc.) : 1.0 Lot
2. Safety Devices (barricades, warning signs & other appropriate tools): 1.0 Lot
3. Medical and First Aide System : 70 CD

B. LABOR

1 - Safety Engineer / Officer : 70 CD

ANNEX 4

MINIMUM TESTING REQUIREMENTS OF CONSTRUCTION MATERIALS/ITEMS OF WORK FOR PORT PROJECTS (If Applicable)

For the:

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

Materials / work Items	Required Tests	Frequency / No. of Test Required
I. Construction of Pier/Wharf, Platform and ramp		
Structural Concrete (SC)		
A. Portland Cement	Quality Test	For every 2,000 bags (40kg) or fraction thereof
B. Fine Aggregate	Quality Test for: Grading, Elutiation (wash), Bulk Specific Garvity, Absorption, Mortar Strength, Soundness, Organic impurities, Unit Weight, % Clay Lumps and Shale	For every 1,500 cubic meter or fraction thereof
C. Coarse Aggregate	Quality Test for: Grading, Bulk Specific Gravity, Absorption and Abrasion	For every 1,500 cubic meter or fraction thereof
D. Water	Certificate from the Engineer or Quality Test for Density and Chloride Content	One per source
E. Steel Bars	Mill Certificate and Quality Test for Chemical Composition and Mechanical Properties	For every 10,000 kg or fraction thereof
F. Concrete	Compressive Strength on Cylinder samples	1 set consisting of 3 concrete cylinder samples shall be taken from each day's pouring and to represent not more than 75 cu.m. of concrete or fraction thereof
	Slump Test	For every mix
G. Admixture and concrete curing materials	Quality Test	One per shipment
Piling (P)		
A. Concrete Piles		
1. Concrete	Fabrication Report	One per fabrication
2. Steel Bars	Same test as for SC (F)	Same frequency as SC (F)
3. High Tension Strand	Same test as for SC (E)	Same frequency as SC (E)
4. Coarse Aggregates	Test for Chemical Composition and Mechanical Properties	For every 20000kg or fraction thereof
5. Fine Aggregates	Same Test as for SC (C)	Same frequency as SC (C)
	Same Test as for SC (B)	Same frequency as SC (B)
B. Steel Pipe Piles	Fabrication Report, Mill Certificate and Quality Test for Chemical and Mechanical properties	One per fabrication
1. Steel	Chemical Composition (refer below)	

	- Under 14" (355.60mm) Outside diameter - 14" to 36" (355.6 to 914mm) Outside dia. - Over 36" (914mm) Outside diameter	2 from 200 pipe or fraction thereof 2 from 100 pipe or fraction thereof 2 from 3000ft (914m) or fraction thereof
	Mechanical/ Tensile	One (1) tension test shall be made on one length or fraction thereof of each size, or one piece of skelp representing each lot of 200 lengths or fraction thereof of each size
2. Polyurethane coating	Mill Certificate and Quality Test	One per fabrication
3. Concrete	Same test as for SC (F)	Same frequency as SC (F)
4. Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
5. Coarse Aggregate	Same test as for SC (C)	Same frequency as SC (C)
6. Steel Bars	Same test as SC (E)	Same frequency as SC (E)
7. Water	Same test as SC (D)	Same frequency as SC (D)
Rubber Dock Fenders (RDF)	Physical Test Performance Test for Energy Absorption and Reaction Force	All units All units
Accessories: Washer and Fixing Bolt, Anchor Bolt	Physical test Quality Test for Chemical Composition and Mechanical Properties	All units One per fabrication
Mooring Bollard (MB) and Accessories (Hexagon Nuts, Plain Washer, Anchor Ring and Anchor Bolt)	Physical test Quality Test for Chemical Composition and Mechanical Properties	All Units One per fabrication
II. Construction of Back-Up Area, Causeway and Pavement		
Sheet Piling (SP)		
A. Concrete Sheet Piles		
1. Concrete	Same test as for SC (F)	Same frequency as SC (F)
2. Steel Bars	Same test as for SC (E)	Same frequency as SC (E)
3. High Tension Strands	Same test as for P (A.3)	Same frequency as P (A.3)
4. Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
5. Coarse Aggregates	Same test as for SC (B)	Same frequency as SC (B)
B. Steel Pipes		
1. Steel	Same test as for P (B1)	Same frequency as P (B1)
2. Concrete	Same test as for SC (F)	Same frequency as SC(F)
3. Fine Aggregate	Same test as for SC (B)	Same frequency as SC(B)
	Same test as for SC (E)	Same frequency as SC(E)

4. Steel Bars		
Rocks	Test for Apparent Specific Gravity and Abrasion	For every 1,500 cubic meter or fraction thereof
Geotextile Filter	Physical and Mechanical test Mill Certificate	One per Batch One per batch
Sand and Gravel Fill	Quality Test for Organic Impurities and Grading	For every 1,500 cubic meter or fraction thereof
Selected Fill	Quality Test for Grading, Plasticity and Laboratory Compaction Test Laboratory California Bearing Ratio (CBR) Field Density Test	For every 1,500 cubic meter or fraction thereof For every 2,500 cubic meter or fraction thereof For every layer of 150mm of compacted depth at least one group of three In-situ density test for every 500 sq.m. or fraction thereof
Aggregate Base Coarse	Quality Test for Grading Plasticity Quality Test for Grading, Plasticity, Abrasion and Laboratory Compaction test Laboratory California Bearing Ratio (CBR) Field Density test	For every 300 cubic meter or fraction thereof For every 1,500 cubic meter or fraction thereof Same frequency as Selected Fill Same frequency as Selected Fill
Portland Cement Concrete Pavement (PCCP)		
A. Portland Cement	Same test as for SC (A)	Same frequency as SC (A)
B. Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
C. Coarse Aggregate	Same test as for SC (C)	Same frequency as SC (B)
D. Water	Same test as for SC (D)	Same frequency as SC (D)
E. Steel Bars (Dowel)	Same test as for SC (E)	Same frequency as SC (E)
F. Joint Filter	Quality Test	One (1) per shipment
G. Admixture and concrete curing	Same Test as for SC (G)	Same frequency as SC (G)

material		
H. Concrete	Same Test as for SC (F)	Same frequency as SC (F)
	Flexural Test	3 beam samples for every 330 sq.m. or fraction thereof
I. Completed pavement	Core Test	1 set (3 specimen) for every 2,500 sq.m. and fraction thereof
Interlocking Concrete Blocks		
A. Cement	Same Test as for SC (A)	Same frequency as SC (A)
B. Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
C. Coarse Aggregate	Same test as for SC (C)	Same frequency as SC (C)
D. Water	Same test as for SC (D)	Same frequency as SC (D)
E. Admixture & Concrete Curing materials	Same test as for Sc (G)	Same frequency as SC (G)
F. Completed Blocks	Physical Test and Compressive Strength	6 blocks per day of fabrication
Cement Treated Base Course (CTB)		
A. Portland Cement	Same test as for SC (A)	Same frequency as SC (A)
B. Fine & Coarse Aggregates	Quality Test for: Grading, Abrasion and Soundness	For every 1,500 cubic meter or fraction thereof
C. Water	Same test as for SC (D)	Same frequency as SC (D)
D. Completed CTB	Field Density Test	For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq.m. or fraction thereof
Retaining Wall/coping wall/ RC Curb/ RC Ditch/ Shear Key/ Concrete Blocks\Lean Concrete		
A. Portland Cement	Same Test as for SC (A)	Same frequency as SC (A)
B. Fine Aggregate	Same test as for SC (B)	Same frequency as SC (B)
C. Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D. Water	Same test as for SC (D)	Same frequency as SC (D)
E. Steel Bars	Same test as for SC (E)	Same frequency as SC (E)
F. Admixture and		

concrete curing G. Concrete	Same test as for SC (G) Same test as for SC (F)	Same frequency as SC (G) Same frequency as SC (F)
The Rod A. Steel B. Assembly	 Same test as for SC (E) Performance test (Tension)	 One per batch One per batch
Tie Bars and Dowels	Same test as for SC (E)	For every 10,000 kg or fraction thereof per Tie bars and Dowels
Pipe Culverts and Storm Drains A. Pipes B. Mortar or Joint	Test for Strength, Absorption and Physical Same test as for SC (A,B and D) Alternative Test: Same test as for SC (F) and Inspection report	For every 50 pieces For every 25 pieces
Concrete Hollow Blocks A. Portland Cement B. Fine Aggregates C. Water D. Concrete E. Completed CHB	 Same test as for SC (A) Same test as for SC (B) Same test as for SC (D) Same test as for SC (F) Quality Test	 Same frequency as SC (A) Same frequency as SC (B) Same frequency as SC (C) Same frequency as SC (F) One for every 500 pieces or fraction thereof
Construction Joints (CJ) A. Angle Bars B. Steel Bars C. Zinc (Hot dip Galvanizing) coatings	 Test for Physical and Mechanical Properties Same test as for SC (E) Physical Test for : Appearance, Stripping, Weighing, Adherence and Adhesion Coating Thickness: Magnetic Thickness Measurement	 One per batch One per batch All units 1 set (3 specimen) for every 100,000 sq.mm. or fraction thereof
Sacked Concrete A. Cement B. Fine Aggregates	 Same test as for SC (A) Same test as for SC (B)	 Same frequency as SC (A) Same frequency as SC (B)

C. Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D. Water	Same test as for SC (D)	Same frequency as SC (D)
E. Concrete	Same test as for SC (F)	Same frequency as SC (F)
F. Sack (jute)	Physical test	One for every 50 pieces
Rubble Concrete		
A. Cement	Same test as for SC (A)	Same frequency as SC (A)
B. Fine Aggregates	Same test as for SC (B)	Same frequency as SC (B)
C. Coarse Aggregates	Same test as for SC (C)	Same frequency as SC (C)
D. Water	Same test as for SC (D)	Same frequency as SC (D)
E. Concrete	Same test as for SC (F)	Same frequency as SC (F)
F. Rocks	Same test as for ROCKS	Same frequency as ROCKS
Earthworks		
A. Sub-grade preparation	Grading Test Plasticity Test (LL, PL, PI) Laboratory Compaction Test Density Test	For every 1,500 cubic meter or fraction thereof For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq.m. or fraction thereof
B. Structure Excavation	If excavated materials shall be used as Backfill: Grading Test Plasticity Test (LL, PL, PI) Laboratory Compaction Test Density Test	For every 1,500 cubic meter or fraction thereof For every layer of 150mm of compacted depth at least one group of three In-situ density test every 500 sq.m. or fraction thereof
III. Port Operations	Building/Passenger Terminal Building /	Transit Shed/Warehouse
STRUCTURAL WORKS	Refer to Structural Concrete (SC) and	Piling Works (P)

ARCHITECTURAL WORKS		
Ceramic – Filled Liquid Membrane / water proofing, Hydrophobic Poreblocking Ingredients with Superplasticizer	Physical Property, Mechanical and Chemical Property, Leak test /Flood Test	One per shipment
Paint	Quality Test	One 4-L can for every 100 cans or fraction thereof
Ceramic Tile	Inspection and Evaluation report from the Engineer	One per shipment
Stainless Steel	Inspection and Evaluation report from the Engineer	One per shipment
Roofing Materials	Inspection and Evaluation report from the Engineer	One per shipment
Ceiling Materials	Inspection and Evaluation report from the Engineer	One per shipment
ELECTRICAL AND MECHANICAL WORKS		
Wires / Cables	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per shipment
Electrical Devices	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per shipment
Fire Alarm System	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Wiring Devices	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per shipment
Protective Devices	Inspection and Evaluation report from the Engineer	One per shipment

	Testing and Commissioning	
Telephone System	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
CCTV System	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
CATV System	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Background Music and Paging System	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Airconditioning Units & Ventilation	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Conduit Pipes	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Lighting Fixtures	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
PLUMBING WORKS		
Pipes	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item
Fixtures	Inspection and Evaluation report from the Engineer Testing and Commissioning	One per item

Pipe Culverts	Compression Strength Inspection and Evaluation Report from the Engineer	For every size not more than 25 pipes cast in the field
IV. Miscellaneous Materials A. Barbed Wire, Cyclone Wire mesh, Chain Link B. Concrete Post	 Physical Test (Dimension and Coatings) Refer to Superstructure (SC)	 One per batch Refer to Superstructure (SC)
Lamp Post A. Structural Steel B. Zinc (Hot dip galvanizing coatings	 Physical Test (Dimensions) Same test as for CJ (C) Same test as for CJ (C)	 All units One per batch
Drainage Steel Grating	Same test as for SC (E) Inspection Report	One (1) batch
Metal Pipe (Cast Iron, Galvanized, etc.)	Physical Test (Dimensions and Coatings)	1 per delivery
Welding Works	Destructive and Non Destructive Test	One (1) per lot

Notes:

1. *Testing of RDF shall be performed only by an independent Testing Laboratory duly accredited by BRS, DOST and PPA.*
2. *Testing of other materials shall be performed only by an independent Testing Laboratory duly accredited by BRS and PPA*

ANNEX - 5

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PMO NCR SOUTH
PNR Building
South Harbor, Port Area, Manila
Philippines

"DRAFT OF CONTRACT"

FOR THE:

_____

_____

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this _____ day of _____ in _____, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY – PORT MANAGEMENT OFFICE – NCR SOUTH, a Port Management Office of Philippine Ports Authority, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at Port Management Office, NCR South – PNR Building, Muelle De San Francisco St., South Harbor, Port Area, Manila, represented herein by its duly authorized Port Manager, FRANCISQUIEL O. MANCILE, and hereinafter referred to as "**PPA"**;

- and -

_____, a corporation duly organized an existing in accordance with Philippine laws, with office and business address at _____ 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 Revised Implementing Rules and Regulations, PPA advertised and published in 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 _____;

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

WHEREAS, after the opening of the 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;

WHEREAS, in a Notice of Award dated _____ from the Port Manager, the aforementioned project was awarded to the CONTRACTOR in the amount of _____ Philippine Currency;

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 Bidding 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 maybe required by existing laws and the PPA such as the

    (1) Construction Schedule and S-Curve
    (2) Manpower Schedule
    (3) Construction Methods
    (4) Equipment Utilization Schedule
    (5) Construction Safety and Health Program
    (6) Pert / CPM

g. Other contract documents that maybe required by existing laws and/or the PPA, as follows:

    (1) Duly Approved Program of Work and Cost Estimates
    (2) Certificate of Availability of Funds
    (3) Abstract of Bids
    (4) 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 _____, in conformity in all respects with the provisions of this Contract, as follows:

ITEM #	SCOPE OF WORK	TOTAL AMOUNT (P)
	TOTAL AMOUNT OF BID (VAT Included)	

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

2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machineries, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the Contract, shall be in accordance with the Contract Documents. The Contractor further guarantee that all the office facilities, computer system and digital camera it will provide/supply in connection with this contract shall be brand new and in accordance with the specifications prescribed thereof in the Bid 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 of _____, (P_____), Philippine Currency; inclusive of the 12% value added tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

It is agreed and understood that all unit 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 commercial bank, bank guarantees or surety bonds callable on demand issued by any reputable surety or insurance company duly accredited by the Office of the Insurance Commission 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, bank guarantees and/or surety bonds, 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 cash, manager's check, cashier's check, bank draft/guarantee confirmed by a Universal or Commercial Bank, irrevocable letter of credit issued by a Universal or Commercial Bank, surety bond, callable on demand, issued by surety or insurance company duly certified by the Office of the Insurance Commission as authorized to issue such security and acceptable to PPA or a combination thereof as may be required by PPA, in accordance with the following schedule:

a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank –ten percent (10%) of the total contract price

b. Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank - ten percent (10%) of the total contract price

b. surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - thirty percent (30%) of the total contract price

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 Should any surety upon the bond for the performance of this Contract become unacceptable to the PPA, the CONTRACTOR shall promptly furnish such replacement security as may be required from time to time up to the sum equal to the amount of the original surety.

4.05 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.

4.06 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 _____ (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 percent (1%) of the cost of the unperformed portion of the works for every day of delay.

5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the REMD, PMO-NCR South.

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, or (c) other causes for which the Government is not directly responsible.

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 material, 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 to 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 security, 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 his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his 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 his own expense, of any damage to the said project within Ninety (90) days from the time the PPA PMO-NCR South Port 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 held responsible for structural defects and/or failure of the said project within the period of _____ 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 cash, bank guarantee, letter of credit or surety bond, callable on demand issued by the Government Service Insurance System (GSIS) or a surety or insurance company duly certified by the Office of the Insurance Commission as authorized to issue such security and acceptable to PPA in accordance with the following schedule:

a. Cash or 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

c. Surety bond callable upon demand - Thirty percent (30%) 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 to 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 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 the Revised Implementing Rules and Regulations of R.A. 9184.

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 CONTRACTOR'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 hereby 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 Port Manager, PMO NCR South of the 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 07 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 _____

PORT MANAGEMENT OFFICE

NCR SOUTH

By: By:

ELIGIO P. FORTAJADA _____

Acting Port Manager

W I T N E S S E S:

_____

RMD Manager _____

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

C I T Y O F _____) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Philippines, on _____, personally appeared:

NAME	Identification Document Presented	No./Date/Place of Issue
ELIGIO P. FORTAJADA in his Official capacity as the Acting Port Manager of PMO-NCR South of the Philippine Ports Authority	_____	_____
_____	_____	_____

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and that they are the respective representatives of the legal entities represented.

The foregoing instrument is a Contract for the _____ consisting of _____ 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 MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2019

ANNEX 6

ADDITIONAL FORMS

OMNIBUS SWORN STATEMENT

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

A F F I D A V I T

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

1. ***Select one, delete the other:***

   If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

   If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. ***Select one, delete the other:***

   If a sole proprietorship: As the owner and sole proprietor 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 the Project]* of the *[Name of the Procuring Entity], (as shown in the attached duly notarized "Special Power of Attorney" for the authorized representative)*;

   If a partnership, corporation, cooperative, or joint venture: 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 [Name of the Procuring Entity] 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 Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***
   If a sole proprietorship: The owner or sole proprietor is not related to the Head of the 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;

   If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the 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;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the 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 Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

SUBSCRIBE AND SWORN to before me this _____ day of _____ 2019 at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identify 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 _____ 2019.

NOTARY PUBLIC

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2019 _____:

Note:

Any valid type of Identification issued by the Government shall be accepted

Republic of the Philippines

CITY OF MANILA) S.S.

BID-SECURING DECLARATION
Invitation To Bid No. 19-01

To: PPA, PMO-NCR South
Administration Bldg. (formerly Marsman Bldg)
South Harbor, Port Area, Manila

I/We, the undersigned declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which maybe in the form of a Bid-Securing Declaration.

2. I/We accept that:

    a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and,

    b. I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that the Bid-Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, of any extension thereof pursuant to your request;

    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and

        (i) I/we failed to timely file a request for reconsideration or

        (ii) I/we filed a waiver to avail of said right;

    c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I have furnished the performance security and signed the contract.

IN WITNESS WHEREOF, I/We have hereto set my hand this _____ day of _____ at _____.

NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE
(Signatory of Legal Capacity)
AFFIANT

SUBSCRIBE AND SWORN to before me this _____ day of _____ at _____, Philippines. Affiant/s is/are personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules of Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her (type of government identification card used), with his/her photograph and signature appearing thereon, with No._____ issued on _____ at _____.

Witness my hand and seal this _____ day 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 2019

Note:

Any valid type of Identification issued by the Government shall be accepted

CASH FLOW AND PAYMENT SCHEDULE

Name of Project:

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

Project Duration (Days or Months)	Payment Schedule (Monthly, in Pesos)	Cash Flow (in Pesos)
TOTAL:		

NOTES:

- The Cash Flow and Payment Schedule should be consistent with the Bar Chart and S-Curb.
- Advance Payment should be specified if contractor wants to avail
- Payment Schedule shall not be more than once a month

(Authorized Signing Official)

Signature

MANPOWER SCHEDULE

Name of project:

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

MANPOWER (Minimum)	**Contract Duration (70 Calendar Days)**									
	M O N T H L Y									
Project Manager (CE)										
Project Engineer (EE)										
Materials Engineer										
Construction Safety and Health Officer										
General Foreman										
Specify Other Applicable Positions, etc.										

(Authorized Signing Official)

Signature

EQUIPMENT UTILIZATION SCHEDULE

Name of project:

INSTALLATION OF SOLAR LIGHTING SYSTEM AT TMO-PASIG, SOUTH HARBOR, PORT AREA, MANILA.

Item No.	DESCRIPTION	No. of Units	Owned / Leased	Contract Duration (70 Calendar Days)					
				MONTHLY					
1.	Truck mounted telescopic boom type crane (2-5 tons cap; 100hp)	1	Owned/Leased						
2.	One bagger concrete mixer	1	Owned/Leased						
3.	Concrete vibrator (1" shaft w/ 3.5 hp)	1	Owned/Leased						
4.	Air compressor w/ 1 breaker, 125 cfm	1	Owned/Leased						
5.	Water pump (output discharge 2,667 lpm, 16hp)	1	Owned/Leased						
6.	Concrete cutter, 5hp	1	Owned/Leased						
7.	Bar cutter, manual	1	Owned/Leased						
8.	Bar bender, manual	1	Owned/Leased						
9.	Welding machine 500Amp (Gas Driven)	1	Owned/Leased						
10.	Oxy/Acetylene cutting outfit	1	Owned/Leased						
11.	Elf truck (2 ton)	1	Owned/Leased						
12.	Multi-speed electric grinder	1	Owned/Leased						

(Authorized Signing Official)
Signature

Section VIII

BILL OF QUANTITIES & BID PROPOSAL