



**Proposed Sand Bag Protection along Damaged
Pavement Caused By Collapsed Retaining Wall @
Berth No. 2, Port of Puerto Princesa, Palawan
(MPF-PLW-06-2023)**

BID DOCUMENTS
November 2023

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GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

**Invitation to Bid
for the
Proposed Sand Bag Protection along Damaged Pavement Caused
by Collapsed Retaining Wall @ Berth No. 2, Port of Puerto Princesa,
Palawan (MPF-PLW-06-2023)**

1. The **Philippine Ports Authority PMO Palawan**, through the **Corporate Budget of the Authority for CY 2023** intends to apply the sum of **Php 994,941.01** being the Approved Budget for the Contract (ABC) to payments under the contract for **MPF-PLW-06-2023 Proposed Sand Bag Protection along Damaged Pavement Caused by Collapsed Retaining Wall @ Berth No. 2, Port of Puerto Princesa, Palawan**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Ports Authority PMO Palawan** now invites bids for the above Procurement Project. Completion of the Works is required **Forty (45) Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from **Philippine Ports Authority PMO Palawan Bids and Awards Committee** and inspect the Bidding Documents at the address given below from **8:00 A.M. to 5:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 16 – December 06, 2023** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 1,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *presented in person*.
6. The **Philippine Ports Authority PMO Palawan Bids and Awards Committee** will hold a Pre-Bidding Conference on **November 23, 2023, Thursday, 3:00 P.M.** at Conference Room, 2nd Floor, PPA Administrative Building, Port Area, Puerto Princesa City and/or through videoconferencing/webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **9:00 A.M. of December 06, 2023**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.

9. Bid opening shall be on **December 06, 2023, 9:30 A.M.** at Conference Room, 2nd Floor, PPA PMO–Palawan Administrative Building, Port Area, Puerto Princesa City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Philippine Ports Authority** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

- **Required PCAB Registration (Minimum): At least SMALL B- Port, Harbor and Offshore Engineering**

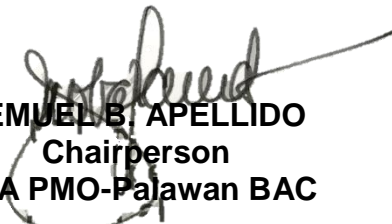
11. For further information, please refer to:

MARIZA O. NALLANA
Head Secretariat
PMO Palawan BAC
Port Area, Puerto Princesa City,
Telephone No.: (048) 433-0356 or (048) 716-6864
Email Address: pmopalawanbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents: www.ppa.com.ph
www.gppb.com.ph

November 16, 2023


JEMUEL B. APELLIDO
Chairperson
PPA PMO-Palawan BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Ports Authority PMO Palawan** invites Bids for the **Proposed Sand Bag Protection along Damaged Pavement Caused by Collapsed Retaining Wall @ Berth No. 2, Port of Puerto Princesa, Palawan**, with Project Identification Number **MPF-PLW-06-2023**.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The **Philippine Ports Authority** through the source of funding as indicated below for **CY 2023** in the amount of **Php 994,941.01**.

2.2. The source of funding is:

a. Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4. The Bidders shall comply with the eligibility criteria under Section

5.5. 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

7.2 Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Philippine Ports Authority PMO Palawan, Port Area, Puerto Princesa City, Palawan** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the

translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) days from the date set for Bid Opening**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <table><tr><th><u>Major Operation of Work</u></th><th><u>Unit of Measure</u></th><th><u>Required Quantity</u></th></tr><tr><td>1. Excavation Works</td><td>cum</td><td>12.00</td></tr><tr><td>2. Supply and Laying of Sand Bags</td><td>bags</td><td>1,677.00</td></tr></table>	<u>Major Operation of Work</u>	<u>Unit of Measure</u>	<u>Required Quantity</u>	1. Excavation Works	cum	12.00	2. Supply and Laying of Sand Bags	bags	1,677.00									
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1. Excavation Works	cum	12.00																	
2. Supply and Laying of Sand Bags	bags	1,677.00																	
7.1	Subcontracting is not allowed																		
10.3	For Joint Venture : Special PCAB License																		
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table><tr><th><u>Key Personnel</u></th><th><u>General Experience</u></th><th><u>Relevant Experience</u></th></tr><tr><td>1) Project Manager</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>2) Project Engineer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>3) Materials Engineer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>4) Safety and Health Officer</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr><tr><td>5) Foreman</td><td>Infrastructure/Civil Works</td><td>Building Construction</td></tr></table> <p>NOTE: Required Personnel minimum years of experiences: at least two (2) years of experience</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1) Project Manager	Infrastructure/Civil Works	Building Construction	2) Project Engineer	Infrastructure/Civil Works	Building Construction	3) Materials Engineer	Infrastructure/Civil Works	Building Construction	4) Safety and Health Officer	Infrastructure/Civil Works	Building Construction	5) Foreman	Infrastructure/Civil Works	Building Construction
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																	
1) Project Manager	Infrastructure/Civil Works	Building Construction																	
2) Project Engineer	Infrastructure/Civil Works	Building Construction																	
3) Materials Engineer	Infrastructure/Civil Works	Building Construction																	
4) Safety and Health Officer	Infrastructure/Civil Works	Building Construction																	
5) Foreman	Infrastructure/Civil Works	Building Construction																	
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><th><u>Equipment</u></th><th><u>Capacity</u></th><th><u>No.</u></th><th><u>Ownership</u></th></tr><tr><td>Boom Truck</td><td>5T Capacity</td><td>1</td><td>Owned / Leased</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>No.</u>	<u>Ownership</u>	Boom Truck	5T Capacity	1	Owned / Leased										
<u>Equipment</u>	<u>Capacity</u>	<u>No.</u>	<u>Ownership</u>																
Boom Truck	5T Capacity	1	Owned / Leased																
12	Value Engineering Clause: Not Allowed																		
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration OR any of the following forms and amounts:</p> <p>a. The amount of not less than Php 19,898.82 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than Php 49,747.05 if bid security is in Surety Bond.</p>																		
16	Each Bidder shall submit One (1) original and Four (4) copies of their Technical and Financial Bid, properly book-bound with hard/soft cover. Screw-bound, ring-bound and combo-bound documents are not acceptable.																		
19.2	Partial bid is not allowed																		
20	Other appropriate licenses and permits required: None																		
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																		

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion: None
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: None
5.1	Performance bond from PPA-Accredited surety and insurance company
7.2	Semi-permanent structures: Five (5) years Buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 15 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is _____.
13	No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.
14	No further instruction
15.1	The date by which operating and maintenance manuals are required is _____. The date by which "as built" drawings are required upon submission of Final Billing.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.

Section VI. Specifications

Name of Project: **MPF-PLW-06-2023: Sand Bag Protection Along Damaged Pavement
Caused by Collapsed Retaining at Berth No. 2**
Location: **Port of Puerto Princesa, Palawan**

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The work consists of furnishing labor, materials and tools/equipment and other items necessary for the completion of **“MPF-PLW-06-2023: SAND BAG PROTECTION ALONG DAMAGED PAVEMENT CAUSED BY COLLAPSED RETAINING WALL @ BERTH NO. 2, PORT OF PUERTO PRINCESA, PALAWAN.”** All materials and services not expressly called for in the specifications and not shown in the drawings which may be necessary for the completion of the repair, shall be performed, furnished and installed.

The plans, detailed drawings and these Specifications shall be considered as complementing each other, so that what mentioned or shown in one, although not mentioned or shown in the other, shall be considered as appearing on both. In case of conflict between the two, the same should be referred to the PPA Project Manager/Engineer for resolution.

JOB CONDITIONS

The contractor shall prepare the site / clear the site from rock protrusions and other sharp objects that may cause tearing of sand bags. Salvaged materials shall be turned-over and/or stored as directed by the Authority.

CONSTRUCTION PHOTOGRAPHS

Provide record progress photographs taken at a fixed point and angle as, when and where directed by the Engineer at intervals of not more than ten (10) days. The photographs shall be sufficient in number and location to record the exact progress of works. Billing photographs shall be in 4R size with corresponding billboard indicating the name of the project and location, bill number, item number, name of the person taking the photograph, date taken and the on-going activity.

RECORDS OF DAILY ACTIVITIES / EVENTS

The Contractor shall maintain a daily log describing the important events pertaining to the Works, the working hours, the number of laborers employed, effective operation time of equipment, overtime hours, delays due to meteorological and maritime conditions, weather condition, lack of labor, materials or equipment, progress made including instructions, notifications, issues and concerns and recommendations made by the Engineer.

SAFETY

The Contractor shall be responsible for the safety of its workers. Wearing of personal protective equipment (PPEs) shall be mandatory.

At the end of each day's work, the site shall be left in safe condition, so that no part is in danger of toppling, or falling or creating hazards to personnel or equipment. The construction site shall be properly lighted at night. Warning signs shall be properly located for the safety of the port users. Barricades and signboards shall be provided and installed as safety measures.

SETTING OUT / EXCAVATION WORKS

Base where the first layer of sandbag will be placed shall be excavated and leveled as shown in the plan.

MATERIALS

Sand Bag Material

Provide woven sandbag material made of polypropylene material with a dimension of 64 cm wide x 99 cm long, color is white. Sandbag material shall have a minimum unit weight of 150 grams per square meter. The materials shall be ultraviolet protected. The color must be white. A sample of the sand bag together with the manufacturer's technical specification must be submitted for prior approval of the PPA prior to bulk purchase and installation.

Sand Fill

Fill materials shall be fine sand free from sharp/pointed objects/materials that may cause tearing of sand bags.

Tying Material

Filled sack shall be tied using 3mmΦ nylon twine.

FILLING / PILING

Filling

Sand bag shall be fill to only two thirds (2/3) of its full content and must be properly tied. Use nylon twine 3"Φ as tying material and locked clove hitch as method of tying.

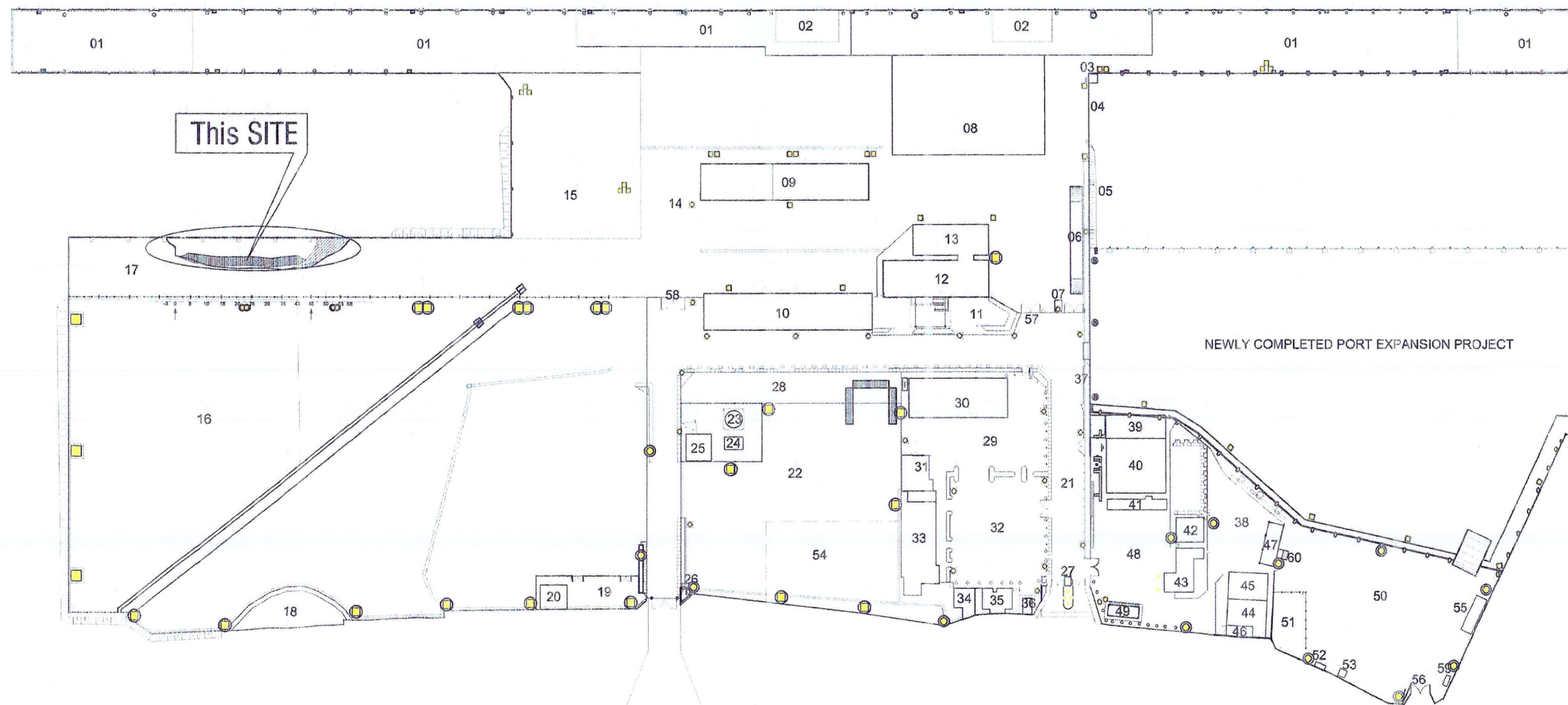
Piling

Stack sand bags in interlocking pattern. The long dimension of the sand bag must be parallel to the length of the area to be sandbagged. Stomp on the stacked sand bags to fill the gaps. Complete the laying of the underlying layer before placing the next layer. Outside side slope as specified in the plan should be followed.



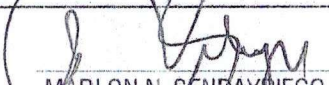
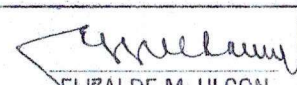
CLEARING WORKS

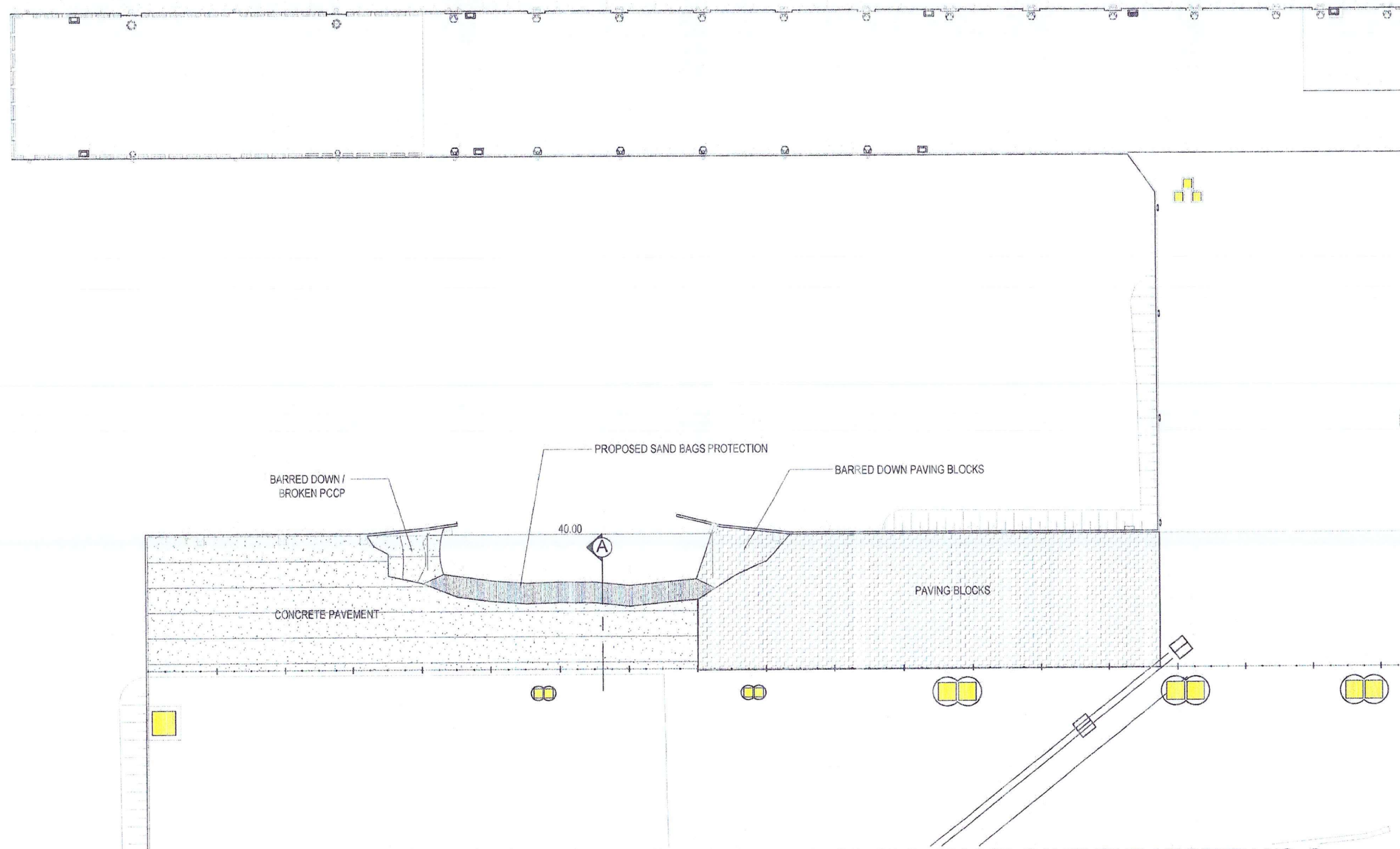
The contractor shall clear the project site from all waste, and excess materials/salvage materials. All salvaged / excess materials shall be properly accounted upon completion of the project and shall be turned over to PPA.

Section VII. Drawings



PROJECT LOCATION PLAN
SCALE 1:1500 METERS

 PHILIPPINE PORTS AUTHORITY <small>PORT MANAGEMENT OFFICE - PALAWAN PPA Administrative Building, Port Area Port Area, Bgy. Bagong Pag-paa, P. into Princessa City, Palawan Telefax: Nos. (045) 434-5626, Email address: umopalawan@ppe.com.ph</small>	PROJECT TITLE AND LOCATION: PROPOSED SANDBAG PROTECTION ALONG DAMAGED PAVEMENT CAUSED BY COLLAPSED RETAINING WALL AT BERTH NO. 2 PORT OF PUERTO PRINCESA, PALAWAN	DRAWN/PREPARED BY:  RELLY W. MADARCOS <small>ACTING PRINCIPAL ENGINEER A</small>	RECOMMENDING APPROVAL:  MARLON N. SENDAYDIEGO <small>ESD MANAGER</small>	APPROVED BY:  ELIZALDE M. ULSON <small>PORT MANAGER</small>	SHEET CONTENTS AS SHOWN <small>FILE NAME :</small>	SHEET NO. <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;"> 01 03 </div>
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LAYOUT PLAN OF PROPOSED SANDBAGGING ALONG THE EDGE OF DAMAGED PAVEMENT AT BERTH NO. 2

SCALE

1:600

METERS

PHILIPPINE
PORTS
AUTHORITY



PORT MANAGEMENT OFFICE - PALAWAN
PPA Administrative Building, Port Area Port Area
Bgy. Bagong Pag-asa, Puerto Princesa City, Palawan
Telefax Nos. (048) 434-5626, Email address: pmopalawan@ppa.com.ph

PROJECT TITLE AND LOCATION:

PROPOSED SANDBAG PROTECTION ALONG DAMAGED
PAVEMENT CAUSED BY COLLAPSED RETAINING WALL AT
BERTH NO. 2

PORT OF PUERTO PRINCESA, PALAWAN

DRAWN/PREPARED BY:

RELLY W. MADARCOS
ACTING PRINCIPAL ENGINEER A

RECOMMENDING APPROVAL:

MARLON N. SENDAYDIEGO
ESD MANAGER

APPROVED BY:

ELIZALDE M. ULSON
PORT MANAGER

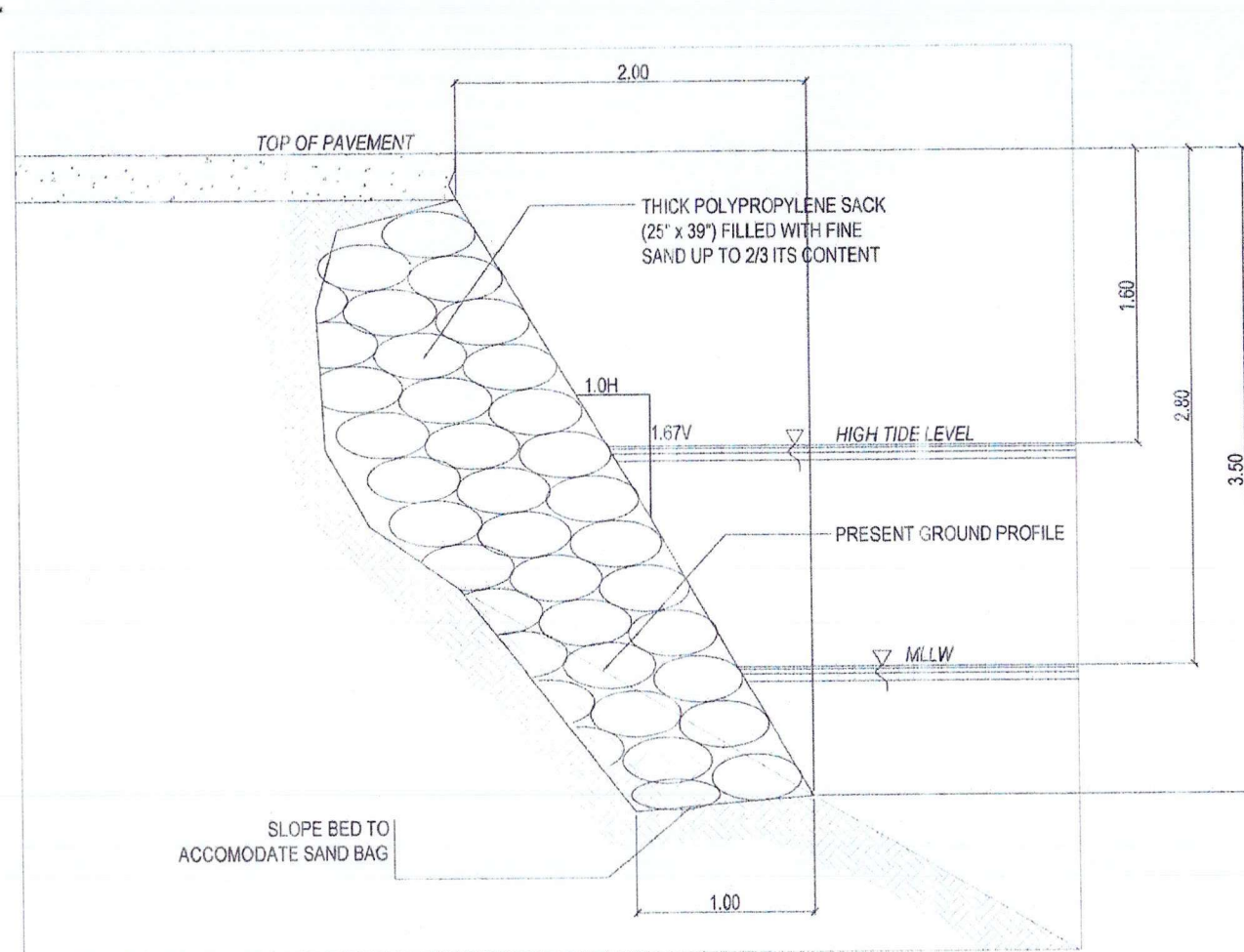
SHEET CONTENTS

AS SHOWN

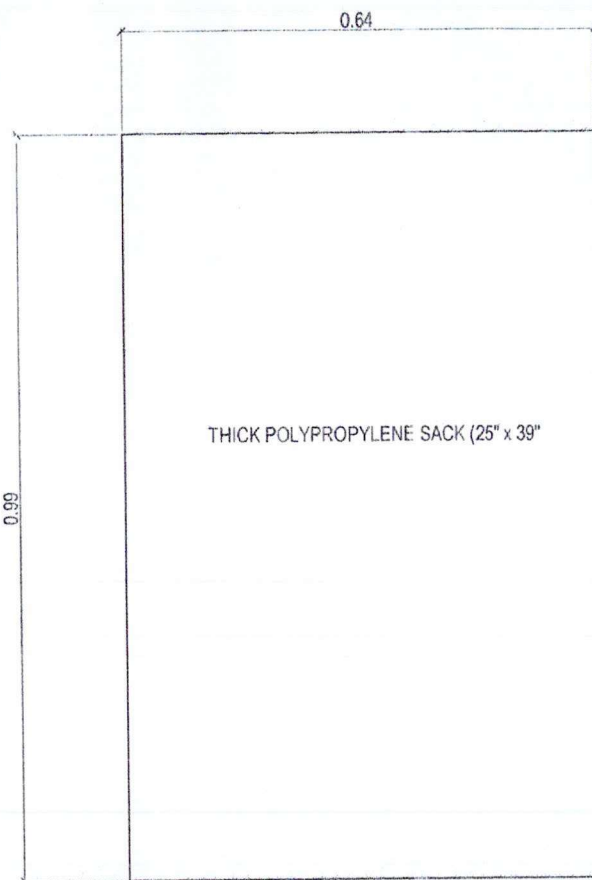
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SHEET NO.

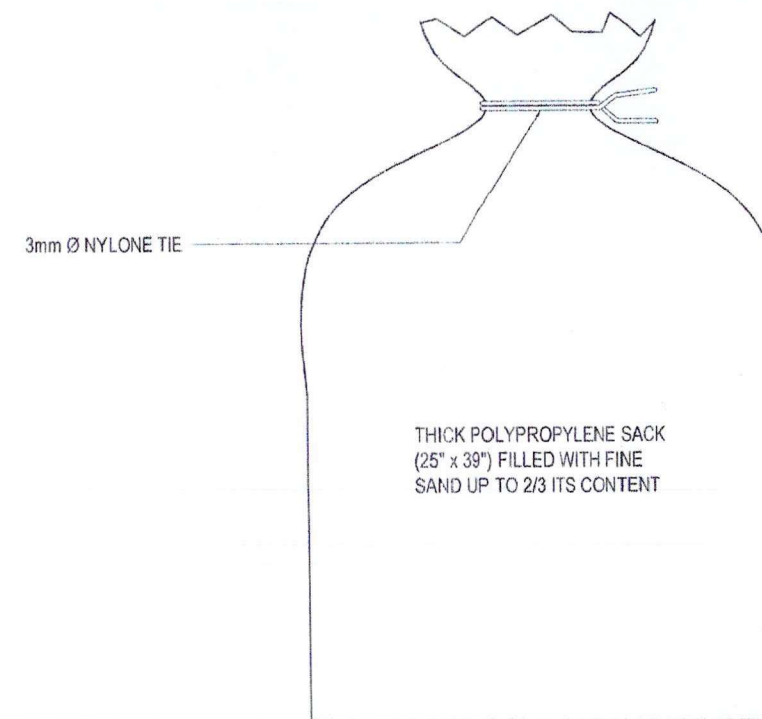
02 | 03



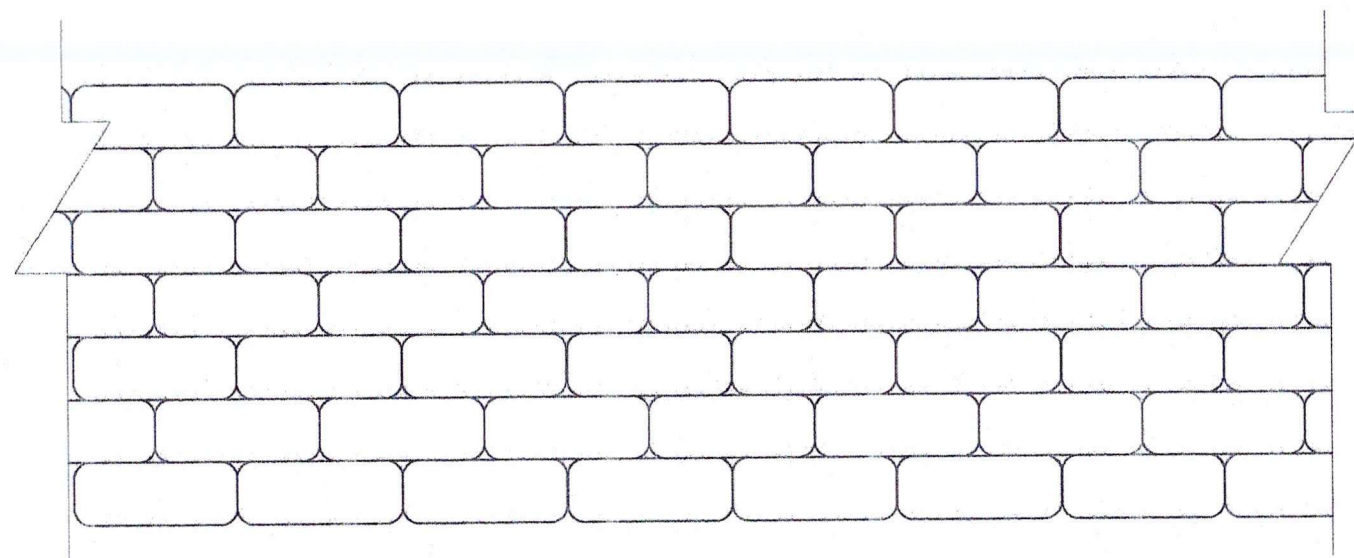
SECTION THRU "A"
SCALE 1:40 METERS



DIMENSION OF POLYPROPYLENE SACK
SCALE 1:10 METERS



SACK TYING DETAIL
SCALE 1:10 METERS



LAYING ARRANGEMENT OF SANDBAGS
SCALE 1:30 METERS

Section VIII. Bill of Quantities

SUMMARY OF BILL OF QUANTITIES

MPF-PLW-06-2023: PROPOSED SAND BAG PROTECTION ALONG DAMAGED PAVEMENT CAUSED BY COLLAPSED RETAINING WALL @ BERTH NO. 2

PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. I	EXCAVATION FOR BED PREPARATION	LOT	1.00		
II	SUPPLY AND LAYING OF SAND BAGS	LOT	1.00		
TOTAL					

Bidder's Authorized Representative

BILL OF QUANTITIES

MPF-PLW-06-2023: PROPOSED SAND BAG PROTECTION ALONG DAMAGED PAVEMENT CAUSED BY COLLAPSED RETAINING WALL @ BERTH NO. 2

PORT OF PUERTO PRINCESA, PALAWAN

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. I 1.01	EXCAVATION FOR BED PREPARATION Bed Preparation	cum	23.73		
TOTAL FOR BILL NO. 1					

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. II 2.01	SUPPLY AND LAYING OF SAND BAGS Sand Bag Production	bags	3,353.00		
2.02	Sand Bag Installation / Laying	bags	3,353.00		
TOTAL FOR BILL NO. II					

Bidder's Authorized Representative

BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL

The work items included in the proposal including the basis of payment for each item are as follows:

The work items included in the proposal including the basis of payment for each item are as follows:

BILL NO. I – EXCAVATION FOR BED PREPARATION

Item 1.01 Bed Preparation

The quantity to be paid for shall be the actual volume in cubic meters of bed preparation works to be done in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

BILL NO. II – SUPPLY AND LAYING OF SAND BAGS

Item 2.01 Sand Bag Production

The quantity to be paid for shall be the actual number in bags of sand bag to be produced in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Item 2.02 Sand Bag Installation/Laying

The quantity to be paid for shall be the actual number in bags of sand bag to be installed/laid in accordance with the specifications and as shown in the drawings and accepted by the Engineer. Payment shall include the cost of materials, labor, tools and other incidental expenses necessary to complete the work.

Updated: October 20, 2023

MAY 15 2020

ENGINEERING CIRCULAR NO. 01 2020

FOR : THE MANAGER, PCMD
ALL PORT MANAGERS
CONCERNED CONTRACTORS

FROM : THE ASSISTANT GENERAL MANAGER,
ENGINEERING OFFICE

SUBJECT : SAFETY GUIDELINES FOR THE IMPLEMENTATION OF
ALL PPA (CAPEX & RM) AND DOTr TOURISM AND
SOCIAL REFORM PROJECTS DURING THE COVID-19
PUBLIC HEALTH CRISIS



Pursuant to the Proclamation No. 929, series of 2020 issued by President Rodrigo Roa Duterte, declaring a State of Calamity throughout the Philippines due to the Coronavirus Disease 2019 (COVID-19) and in view of the extended implementation of Enhanced Community Quarantine (ECQ) and General Community Quarantine (GCQ) in the identified areas, the following guidelines, in addition to the existing safety standards approved by the DOLE and also to the PPA Memorandum Circular No. 18-2020, are hereby directed to be implemented in all on-going PPA infrastructure projects including the DOTr Tourism and Social Reform projects:

1. Only persons from Twenty-One (21) to Fifty-Nine (59) years of age, without pre-existing health conditions, such as, but not limited to immunodeficiency, comorbidities or other health risk and who did not come in contact with someone with COVID-19 shall be allowed to be included in the workforce for areas under ECQ and GCQ.
2. The Contractor shall provide for their personnel/workers the necessary welfare facilities and amenities, such as employees' quarters for board and lodging for the project area covered by the ECQ and GCQ, otherwise, prior to deployment, prescribed procedures shall be conducted at every instance of re-entry.
3. Adequate food, potable drinking water, disinfectants shall be made available by the Contractors for their in-house personnel/worker during the period of ECQ/GCQ.
4. Compliance to social distancing, proper hygiene and mandatory wearing of face masks and other protective personal equipment shall be ensured for all on-going projects as precautionary measures to avoid and contain the spread of COVID-19 in the work place.

A. Bonifacio Drive, South Harbor, Port Area, Manila 1016 Philippines
P.O. Box 436 Manila, Philippines
Tel. No. (+632) 954-8800 Fax No. (+632) 527-4855
website: www.ppa.com.ph

PCMD 20200518060

5. Field Offices, employees' quarters, bunkhouses and other common areas shall be maintained to ensure cleanliness and daily disinfection of said areas must be conducted accordingly.
6. Contractors shall provide disinfection facilities such as handwashing station, foot bath and others to be placed at various locations of all on-going projects.
7. Contractors shall ensure that their projects are in compliance with the DOLE D.O. No. 13 series of 1998. Personnel and workers shall be provided with the supply of vitamins particularly Vitamin C and other over the counter medicines, quarantine facilities and oxygen tanks for emergency purposes.
8. Safety Officer of the Contractor shall regularly conduct briefing on the information regarding COVID-19 construction protocols on top of other safety requirements.
9. As preventive measure, daily monitoring of the pre and post work health conditions of workers shall be undertaken by the Contractor's health/safety officer particularly the temperature, blood pressure and exposure monitoring. Personnel with symptoms relative to COVID-19 shall be immediately isolated and quarantined for fourteen (14) days and if necessary, brought to the DOH COVID-19 treatment facility under strict confidentiality/privacy.
10. Daily health monitoring report shall be prepared by the Safety Officer and to be submitted to the assigned PPA Project Engineer/Port Engineer.
11. Proper protocols in accordance with the DTI and DOLE Interim Guidelines and the Local Government Unit policy on work place prevention and control of COVID-19 shall likewise be strictly observed.
12. Daily work activities shall be under strict monitoring by the Safety Officer to ensure compliance with safety standards and quarantine protocols.
13. Sharing of construction and office equipment is discouraged. However, if it cannot be avoided, disinfection of equipment in between transfer shall be conducted.
14. All materials and equipment brought inside the project site shall be disinfected, as much as possible.
15. Non-essential personnel, visitors and general public shall be restricted to enter the project site. All personnel entering the construction site premises on a temporary basis (e.g. Delivery truck drivers, inspectors, etc) shall be properly logged and checked for symptoms. Gatherings, liquors, and/or merry-making are strictly prohibited in the project site.

8

16. PPA Port/Resident Engineer shall ensure strict compliance to DOLE D.O. No. 13, series of 1998 and implementation of the mentioned COVID -19 precautionary measures in the work place.
17. Clustered and staggered deployment of employees within the construction site shall be observed to minimize personnel contact.
18. Contractors shall submit to the implementing unit the inventory of work activities including the proposed sequencing of activities to be followed and undertaken to comply to the required social distancing. Break times shall be conducted in a staggered manner.

For strict compliance.


CONSTANTE T. FARIÑAS, JR.

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); In accordance with Section_8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

Section X. Bidding Form

Bid Form for the Procurement of Infrastructure Projects
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: Philippine Ports Authority PMO Palawan
Port Area, Bgy. Bagong Pag-asa,
Puerto Princesa City, Palawan

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: _____;
- d. The discounts offered and the methodology for their application are: _____;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. 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 [Name of Project] of the [Name of the

¹ currently based on GPPB Resolution No. 09-2020

Procuring Entity].

- I. 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: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and 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 a) [1]	Owner's Name, Address, and Telephone Nos.	Nature/Scope of Work b) [2]	Contractor's Role (in percentage) c) [3]	Total Contract Value at Award			Date of Award [5]	Value of Outstanding Works	Estimated Time of Completion	AS OF _____ % of Accomplishment d)		Contract Duration	
				Award	Project Completion	Escalated Value to Present Prices				Planned	Actual	Start	Completed
a) Government Contracts/Projects i. On-going ii. Awarded but not yet started													
b) Private Contracts/Projects 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 SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Name of the Contract or Title of the Project a) [1]	Owner's Name, Address, and Telephone Numbers [2]	Nature/Scope of Work b) [3]	Contractor's Role (in percentage) c) [4]	Total Contract Value (in Pesos)		Date of Award e) [7]	Contract Duration	
				at Project Completion [5]	at Adjusted Value to Present Prices d) [6]		Start [8]	Completed [9]

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 (50%) of the ABC to be bid.
- 2. The 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 Constructor's Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory.
 - c) Recapitulation of Bill of Quantities

Name of Firm/Applicant

Authorized Signing Official

Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECT

Name of Contract to be Bid : Proposed Sand Bag Protection along Damaged Pavement caused by Collapsed Retaining Wall @ Berth No. 2, Port of Puerto Princesa, Palawan

Name of Single Largest Completed Contract with the same Major Categories of Works as the Contract to be Bid (To be filled-up by Prospective Bidder) :

Similar Major Categories of Work [1]	Unit of Measure [3]	Quantity [4]	Title of the Project	Unit of Measure	Quantity
1. Excavation Works	cu.m.	12.00			
2. Supply and Laying of Sand Bags	bags	1,677.00			

Note : 1) Submit the Certificate of Completion/Certificate of Acceptance by the project owner , Final Recapitulation/Bill of Quantities and/or Constructor Performance Evaluation System (CPES) ratings, 1st, 2nd & Final visit (if applicable). Projects with no Certificate of Completion 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

FINANCIAL DATA AND REQUIREMENTS

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

[1]

[2]

		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 approved budget for the contract to be bid, computed based on the above data, using the following formula:

NFCC = [(current assets - current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the project 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 Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Designation

Date: _____

NOTE : If prospective bidder is a Partnership or Joint Venture, each member-firm of the Joint Venture shall submit separate financial statements.

KEY PERSONNEL TO BE ASSIGNED TO THE CONTRACT TO BE BID

Following are the key personnel that I will assign to the project if awarded the contract. Attached are their qualification and experience data and certified true copies of their PRC IDs, certificates of accreditation, etc.

Name of Contract to be Bid: _____

	Project Manager [1]	Project Engineer [2]	Materials Engineer [3]	Foreman [4]	Construction Safety and Health Officer [5]
1. NAME					
2. ADDRESS					
3. DATE OF BIRTH					
4. CITIZENSHIP					
5. CIVIL STATUS					
6. EDUCATION					
ELEMENTARY Name and Location of School Year Graduated					
HIGH SCHOOL Name and Location of School Year Graduated					
COLLEGE Name and Location of School Year Graduated					
7. PRC LICENSE No.					
8. TIN (Tax Identification No.)					
9. SSS No.					

Name of Prospective Bidder-Firm

Signature over Printed Name of Authorized Signing Official

Date

Designation

NOTE : *Attach complete qualification and experience data of all Key Personnel including certified copies of their valid DPWH certificate of accreditation for Materials Engineer, PRC ID's for the Project Engineer and Certificate of Training for the Construction Safety and Health Officer issued by the DOLE Accredited Training. Failure to attach the said documents is ground for disqualification.*

BIODATA OF (Position of Key Personnel)

[Give detailed information of the Key Personnel who are assigned as full-time Project Manager, Project Engineer, Materials Engineer and Foreman for the project to be bid. Each Key Personnel must fill-up this form.]

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of Service with the : _____ Years, from _____ (month) _____ (year)
Firm to _____ (month) _____ (year)
8. Total Years of Experience including previous employment : _____
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s if necessary) :

Name and Address of Employer

Length of Service

_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____
_____	_____ year(s), from _____	to _____

10. Experience: (see next page)

BIO DATA OF _____(Continuation)

10. Experience: (This should cover the past ten (10) years of experience. Attached as many pages as necessary to show involvement of personnel in the projects using the format below.)

Name of Company/Firm	Name and Address of Owner of Company/Firm	Indicate the features of project (particulars of the project components and any other particular interest connected with the project)	Contract Amount (in Philippine Currency)	Position	Structures for which the employee/personnel was responsible	Assignment Period	
						From	To

(Name and Signature of Employee/Personnel)

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)

Designation

EQUIPMENT PLEDGED TO THE CONTRACT TO BE BID

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.

Name of Contract to be Bid : _____

DESCRIPTION (Type, Model, Make)	No. of Each	YEAR OF MANUFACTURE	OWNED/LEASED/ UNDER PURCHASE AGREEMENT a]	CAPACITY PERFORMANCE	MOTOR NO./ BODY NO.	CONDITION	PRESENT LOCATION
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]

(If space is not enough, reproduce/xerox this Form.)

Name of Bidder-Firm

(Signature Over Printed Name of Authorized Signatory of the Bidder-Firm)

Date

Designation

NOTE:

1. Attached notarized Certificate of Availability of Equipments Units from:
- a) Bidder - for equipment units owned by the bidder;
 - b) Lessor - for equipment units under lease;
 - c) Vendor - for equipment units under purchase agreement.
- Failure to attach the aforementioned notarized certificate(s) is ground for disqualification of the bidder's bid.

(For equipment units owned by the Bidder)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which shall be used exclusively for the duration of the project _____ (name of contract to be bid) _____

if awarded the contract, to wit;

<u>No. of Units</u>	<u>Name/Description of Equipment</u>	<u>Performance Capacity</u>
---------------------	--------------------------------------	-----------------------------

IN WITNESS WHEREOF, I have hereunto set my hand this _____ of _____ 2022 at _____, Philippines.

(Signature over printed name of Bidder)

(Position/Designation in the Company)

(Name of Company of Bidder)

Affiant

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

NOTARY PUBLIC

(For equipment units under Lease)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for lease to
(name of bidder)
and which shall be exclusively used for the duration of the project (name of
contract to be bid) , to wit:

No. of Units Name/Description of Equipment Performance Capacity Rental/Day

The undersigned shall execute with (name of bidder)
the corresponding contract of lease for the above-mentioned equipment upon award of
the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____
2023 at _____, Philippines.

(Signature over printed name of Lessor)
(Position/Designation in the Company)
(Name of Lessor's)
Affiant

CONFORME:

(Signature over printed name of Bidder)
(Position/Designation in the Company)
(Name of Bidder's Co)

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____
affiant exhibiting to me his/her Community Tax Certificate No. _____ issued
on _____ at _____, Philippines.

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

NOTARY PUBLIC

(For equipment units under Purchase Agreement)

CERTIFICATION OF AVAILABILITY OF EQUIPMENT

This is to certify that I have the following owned equipment units which are available for sale to/purchase by _____ (name of bidder) and which shall be exclusively used for the duration of the project _____ (name of contract to be bid) _____, to wit:

<u>No. of Units</u>	<u>Name/Description of Equipment</u>	<u>Performance Capacity</u>	<u>Amount</u>
---------------------	--------------------------------------	-----------------------------	---------------

The undersigned shall execute with _____ (name of bidder) the corresponding purchase agreement/deed of sale for the above-mentioned equipment upon award of the contract to the latter.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2023 at _____, Philippines.

(Signature over printed name of Lessor)

(Position/Designation in the Company)

(Name of Lessor's)

Affiant

CONFORME:

(Signature over printed name of Bidder)

(Position/Designation in the Company)

(Name of Bidder's Co)

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

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

NOTARY PUBLIC

CONTRACT OF LEASE OF EQUIPMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this _____ in _____ by and between:

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at _____; represented in this Act by its President / General Manager, _____ hereinafter referred to as the LESSOR.

-AND-

_____, a company duly organized and existing under and by the virtue of Laws of the Republic of the Philippines, with Postal address at _____; represented in this Act by its President / General Manager, _____ hereinafter referred to as the LESSEE.

WITNESSETH

Whereas, the Lessor represents that it is the Owner/Legal possessor of below described construction equipment hereinafter referred to as the EQUIPMENT.

Whereas, the LESSEE being engaged in the construction activities, is in need of the EQUIPMENT and has satisfied himself that the same is suitable for the proposed project: _____;

Whereas, on offer and acceptance made by one to the other, the parties hereby agree to execute the Contract of Lease of Equipment under the terms and conditions set forth;

Whereas, the Contract of Lease of Equipment shall be executed after the award of the above-mentioned project to the LESSEE and the contract shall be in effect until such time that the contractor is authorized by the Philippine Ports Authority to pull out the said equipment.

Now, therefore, for and in consideration of the foregoing premises, the LESSOR hereby leases and the LESSEE accepts the lease of the following EQUIPMENT, to wit:

<u>DESCRIPTION</u>	<u>PERFORMANCE CAPACITY</u>	<u>RATE PER HOUR (Php) or RATE PER DAY</u>
.....		
.....		
.....		
.....		
.....		

TERMS AND CONDITIONS:

- 1. In case wherein the equipment is utilized below two (2) hours (or days), a minimum of one (1) hour (or day) per day shall be charged to the LESSEE.
- 2. Lease contract shall commence when the equipment leaves the LESSOR’S yard and shall terminate upon the return of the equipment by the LESSEE to the LESSOR’S yard.
- 3. LESSEE shall pick-up the equipment and its operators at LESSOR’S yard. Upon termination of works, the lessee shall demobilize all units within one week. LESSEE shall

pay for each unit an equivalent of one (1) hour (or day) rental for every day of delayed demobilization.

- 4. Fuel, oil and lubricants to be supplied by the LESSEE but for the account of the LESSOR.
- 5. The equipment and accessories contracted shall be under the supervision and responsibility for the safekeeping and scope of work of the equipment and accessories or as required by the LESSOR.
- 6. Equipment operator(s), mechanics and servicemen shall be provided by and for the account of the LESSOR.
- 7. MOBILIZATION, provided for LESSEE’S account, per equipment hour (or day) basis.
- 8. DEMOBILIZATION, for LESSEE’S account, per equipment hour (or day) basis.

IN WITNESS THEREFORE, both parties agreed and hereto have subscribed their names:

LESSOR:

By: _____

LESSEE:

by: _____

WITNESSED BY:

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

ACKNOWLEDGEMENT

BEFORE ME, A NOTARY PUBLIC, personally appeared the following persons:

	NAME	RES. CERT.#	DATE	PLACE
1.	_____(Lessor)_____	_____	_____	_____
2.	_____(Lessee)_____	_____	_____	_____

are known to me to be the same persons who executed and signed the foregoing CONTRACT OF LEASE OF EQUIPMENT, acknowledged to me that the same are their true and voluntary act and deed of the company they each represent.

WITNESS MY HAND AND NOTARIAL SEAL on this _____ at _____, Philippines.

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

NOTARY PUBLIC

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____)

AFFIDAVIT OF SITE INSPECTION

I, _____, of legal age, Filipino, married, and residing at _____ ,

after having been duly sworn to in accordance with law, hereby depose and say:

- 1. That I am the _____ of _____ with principal address at _____;
- 2. That I have inspected the project site for the _____ on _____;
- 3. That I have fully determined the geographical and physical conditions of the project site and its environment, including the socio-political and peace and order condition of the barangay, municipality and province where the project is located;
- 4. That I am fully aware of the laws and ordinances pertaining to project implementation in the barangay, municipality and province where the project is located, as well as the rules and regulations of other government agencies concerning project implementation in the area where the project is located;
- 5. That I am executing this affidavit to attest to the truth of the foregoing facts and as part of the post-qualification documentary requirements for the aforementioned project.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ .

(Affiant’s signature over printed name)

SUBSCRIBED AND SWORN TO before me this _____, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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 or authorized representative 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, 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 the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[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 the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, 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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

a. Carefully examining all of the Bidding Documents;

b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

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

d. Inquiring or securing 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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 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 No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

CONSTRUCTION METHODOLOGY												
Name of Project				:								
Proposed Project Description				:								
Location				:								
MINIMUM SCOPE OF CONSTRUCTION METHODOLOGY												
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		:																		

[illegible]

			Signature		
(Authorized Signing Official)					

EQUIPMENT UTILIZATION SCHEDULE

Name of Project					:	
-----------------	--	--	--	--	---	--

Proposed Project Description	:	
------------------------------	---	--

Location					:	
----------	--	--	--	--	---	--

[illegible]

		Signature	
(Authorized Signing Official)			

CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project	:	
-----------------	---	--

Proposed Project Description	:	
------------------------------	---	--

Location	:	
----------	---	--

Project Duration	Payment of Schedule	Cash Flow
(days of Months)	(Monthly, in Pesos)	(Quarterly, in Pesos)
TOTAL		

NOTES:

- | | | | | | | | | | |
|---|---|--|--|--|--|--|--|--|--|
| - | The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curb. | | | | | | | | |
| - | Payment schedule shall not be more than once a month. | | | | | | | | |

			Signature
(Authorized Signing Official)			

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

_____, of legal age, (*civil status*) , Owner/Proprietor/
General Manager/President of, _____ (business name of JV partner #1)
with business address at _____

-and -

_____, of legal age, (*civil status*) , Owner/Proprietor/
General Manager/President of _____ (business name of JV partner #2)
with business address at _____ .

WITNESSETH:

1. That both parties agree to join together their capital, manpower, equipment, work experience and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the *Philippine Ports Authority – PMO Palawan*:

_____ (*complete name/title of the contract to be bid*)

2. That (*business name of JV partner #1*) shall contribute _____ % and (*business name of JV partner #2*) shall contribute _____ % of the logistics requirements of the Contract and the Joint Venture shall share the profit or loss on a _____ ratio;
3. That (*business name of JV partner #1*) and (*business name of JV partner #2*) shall assume joint and several responsibilities for the satisfactory performance of the Contract and the parties shall be jointly and severally liable to the Philippine Ports Authority – Head Office for all the obligations arising under the Contract;
4. That in case one of the parties declares bankruptcy or becomes insolvent, the remaining Joint Venture partner shall assume full responsibilities to undertake any correction works covered by the warranty;
5. That both parties agree that (*name of Authorized Managing Officer*) shall be the Official Representative and the Authorized Managing Officer and therefore the authorized signatory of the Joint Venture and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said Contract, as fully and effectively as the Joint Venture may do as if personally present with full power of substitution and revocation.

6. That the Joint Venture shall be known as _____
with business address at _____ .
7. That this Joint Venture Agreement shall remain in effect only for the above
stated Contract until terminated by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of
_____ 20__ at _____, Philippines.

(BUSINESS NAME OF JV PARTNER # 1) (BUSINESS NAME OF JV PARTNER #2)

BY: _____ BY: _____
(Proprietor/Gen. Mgr./President) (Proprietor/Gen. Mgr./President)

W I T N E S S E S

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

REPUBLIC OF THE PHILIPPINES)
) S.S

BEFORE ME, a Notary Public, for and in _____ , Philippines
personally appeared:

	<u>Comm. Tax Cert. No.</u>	<u>Date Issued</u>	<u>Place of Issue</u>
_____	_____	_____	_____
_____	_____	_____	_____

who are known to me and to me known to be the same persons who executed
the foregoing JOINT VENTURE AGREEMENT and acknowledged to me that the
same are their free and voluntary act and deed as well as the companies they
represent. This agreement, consisting of two (2) pages including this page where
the acknowledgment is written, have been signed by the parties and their
instrumental witnesses in each and every page hereof.

WITNESS MY HAND AND SEAL on this _____ day of _____, 20
at the place written above.

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

NOTARY PUBLIC

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after
receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder’s conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information**

prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

<i>ELIZALDE M. ULSON</i>	<i>[Insert Name and Signature]</i>
<i>Port Manager</i>	<i>[Insert Signatory's Legal Capacity]</i>
<i>for:</i>	<i>for:</i>
<i>Philippine Ports Authority</i>	<i>[Insert Name of Supplier]</i>
<i>PMO Palawan</i>	

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]