

SECTION VII
DRAWINGS/PLANS

SECTION VIII
BILL OF QUANTITIES (FORMS)

BID PROPOSAL FORM

UPGRADING OF PIER AND REPAIR OF BUILDING FACILITIES OF ZAMBOANGA FISH PORT COMPLEX

ITEMIZED COST BREAKDOWN

NOTE:

- 1.0 The items, description and quantities given on the first three columns of this list guides only to the Bidder interpreting the plans and specifications. The PFDA is not responsible for any mistakes, inaccuracies, duplications or omissions in these list special quantities which shall never be a basis for additions nor deletions to the scope of work. Only the entries of the Bidder on the last three columns consisting of his own take off quantities from the plans and his unit cost and corresponding sums shall be considered.
- 2.0 These bill of quantities and costing as prepared by the Bidder cannot be used as basis for claims for any extra work, but may only be use solely by the Owner as aid in judging if bid is a responsive bid.
- 3.0 The unit and total bid prices must include all direct and indirect cost/expenses such as overhead, contingencies and miscellaneous (OCM); profit; value added tax, and other obligations of any kind under which the contract must be borne by the Contractor since they are necessary to install, construct and complete the whole of the contract in accordance with the bid documents.
- 4.0 Use Form DE-1 in the preparation of Detailed Cost Estimate (Derivation of Unit Cost and Lump Sump Item) for every work item.

BID PRICE SUMMARY

UPGRADING OF PIER AND REPAIR OF BUILDING FACILITIES OF ZAMBOANGA FISH PORT COMPLEX
ZAMBOANGA FISH PORT, BRGY. SANGALI, ZAMBOANGA CITY

ITEM No.	WORK DESCRIPTION	BID AMOUNT	
		EDC + VAT + MARK-UP	
I.	MOBILIZATION/DEMOBILIZATION OF EQUIPMENTS	P	_____
II.	CONSTRUCTION HEALTH AND SAFETY PROGRAM		_____
III.	REPAIR/REHABILITATION OF EXISTING PIER		_____
IV.	BUILDING FACILITIES		_____
V.	GENERAL ITEMS		_____
TOTAL BID PRICE (In Figures):		P	_____

In Words : _____

Construction Company : _____

Contractor's Representative : _____

Signature : _____

BID PROPOSAL FORM
UPGRADING OF PIER AND REPAIR OF BUILDING FACILITIES OF ZAMBOANGA FISH PORT COMPLEX
ZAMBOANGA FISH PORT, BRGY. SANGALI, ZAMBOANGA CITY

Project Name and Location

ITEM No.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDERS QUANTITY	UNITS	UNIT COST		TOTAL COST
					Estimated Direct Cost & Value Added Tax & Mark-Ups		
I.	MOBILIZATION/DEMOBILIZATION OF EQUIPMENTS						
A.	Mobilization/Demobilization of Equipments	1.00		l.s.			
					TOTAL I		
II.	CONSTRUCTION HEALTH AND SAFETY PROGRAM						
A.	Personal Protective Equipment (PPE), Safety and Helath Engineer, Signages and Barricades	1.00		l.s.			
					TOTAL II		
III.	REPAIR/REHABILITATION OF EXISTING PIER						
A.	Demolition of Existing Concrete Slab, Beams/Girder, Pile Cap and Fender Base (including of disposal of debris)	1,646.00		cu.m.			
B.	Precast Concrete Piles						
	1.0 Casting of Precast Concrete Piles PCP, 5000 psi 0.40mx0.40mx25.0m (including rebars, and forms)	4,750.00		l.m.			
	2.0 Handle, Pitch and Driving of Pile (include square hole and pile guide in the unit cost)	4,750.00		l.m.			
	3.0 Chipping/Cutting of Driven Pile up to cut off elevation	190.00		pcs.			
C.	Concrete and Rebar Works						
	1.0 Structural Concrete, 3500 psi @ 14 days	1,926.00		cu.m.			
	2.0 Rebars	281,223.00		kgs			

ITEM No.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDERS QUANTITY	UNITS	UNIT COST		TOTAL COST
					Estimated Direct Cost & Value	Added Tax & Mark-Ups	
D.	3.0 Formworks and Scaffoldings	1.00		lot			
	Mooring and Fendering System						
	1.0 Supply and Installation of Rubber Arch Fender (V-400H x 2000L) including accessories such as stainless anchor bolt, nuts and washer	50.00		sets			
	2.0 Supply and Installation of new 25T Mooring Bollards including accessories such galvanize anchor bolt, nuts and washer	18.00		sets			
	3.0 Supply and Installation of new 10T Mooring Bitt accessories such galvanize anchor bolt, nuts and washer	10.00		sets			
E.	Water Distribution System						
	1.0 Pipes, Fittings, Etc.	1.00		l.s.			
	2.0 Steel Hanger and Clamps	35.00		sets			
	3.0 Water Supply Pit with cover (incl. forms and rebars)	6.00		units			
F.	Pier Lighting System						
	1.0 Lighting Fixtures	1.00		l.s.			
	2.0 Wires, Conduits, Fittings and Miscellaneous	1.00		l.s.			
IV.	BUILDING FACILITIES				TOTAL III		
A.	Trading Hall						
	1.0 Demolition of Existing Trading Hall						
	a. Dismantling of Roofing, Steel Structures and disposal of Dismatled Materials	1.00		lot			
	b. Demolition of Existing Slabs and Column along foundation line	1.00		l.s.			

ITEM No.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDERS QUANTITY	UNITS	UNIT COST		TOTAL COST
					Estimated Direct Cost & Value	Added Tax & Mark-Ups	
2.0	Earthworks						
	a. Excavation	275.00		cu.m.			
	b. Backfilling and Compaction	197.00		cu.m.			
	c. Gravel Bedding	9.00		cu.m.			
3.0	Concrete and Masonry Works						
	a. Concrete, 20.70MPa	549.00		cu.m.			
	b. Rebars and Tie Wires	62,167.00		kgs.			
	c. Formworks and Scaffoldings	1.00		l.s.			
	d. 150mm thk., 350 psi CHB (Include mortar and rebars in the unit cost)	49.00		sq.m.			
	e. Plain Cement Plaster Finish	1,159.00		sq.m.			
4.0	Waterproofing Works						
	a. Waterproofing Film	1,295.00		sq.m.			
	b. 50mm Concrete Topping and Wire Mesh	1,250.00		sq.m.			
5.0	Steel Works						
	a.- Steel Railings	1.00		l.s.			
6.0	Plumbing and Sanitary Works						
	a. Pipes, Fittings and Accessories	1.00		l.s.			
	b. Catch Basin	20.00		units			
	c. Sewage Holding Tank, (Incl. forms and dowels)	1.00		unit			
	d. Open Canal	150.00		l.m.			

ITEM No.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDERS QUANTITY	UNITS	UNIT COST		TOTAL COST
					Estimated Direct Cost & Value Added Tax & Mark-Ups		
7.0	Potable Water Supply System	1.00		l.s.			
	a. Pipes, Fittings and Accessories (Stand Pipe and Accs.)						
8.0	Painting Works						
	a. Masonry Surfaces, 3 coats	2,439.00		sq.m.			
	b. Epoxy Top Coat 2.0m high, 2 coats	160.00		sq.m.			
9.0	Electrical Works						
	a. Lighting Fixtures	1.00		l.s.			
	b. Wires and Wiring Devices	1.00		l.s.			
	c. Panelboard, Conduits, Boxes, Fittings and Miscellaneous	1.00		l.s.			
V.	GENERAL ITEMS				TOTAL IV		
	A. Provision of Engineers Office office equipment, furnitures and communication expenses)	1.00		L.S.			
	B. Provide, Operate and Maintain Utility Vehicle for PFDA Construction Management Group	1.00		L.S.			
					TOTAL V		
					TOTAL		

SECTION IX
BIDDING FORMS/DRAFT CONTRACT

Bid Form

Date: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (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: *[insert information]*;

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 [Name of Project] of the [Name of the Procuring Entity].**
- (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: _____

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of the 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instruction to Bidders;
 - (f) Bid Data sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bi 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the contractor as hereinafter mentioned, the contractor hereby covenants with the entity to execute and complete the works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

Binding Signature of Procuring Entity

Binding Signature of Contractor

Omnibus Sworn Statement

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. I am the sole proprietor of [Name of Bidder], with office address at [address of Bidder]/
I am duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
2. 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 represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
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. I am 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;

7. [Name of the 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 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 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 _____, 2017 at _____, Philippines.

Bidder's Representative/
Authorized Representative

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

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

Notary Public

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

CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR:

ENVELOPE I: (Eligibility and Technical Documents)

➤ **ELIGIBILITY DOCUMENTS:**

Class “A” Documents:

Legal Documents

- _____1. Registration Certificate from SEC, Department of Trade and Industry (DTI) for Sole Proprietorship, or CDA for Cooperatives
- _____2. Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the bidder is located
- _____3. Tax Clearance per E.O. 398, s. 2005 as finally reviewed and approved by the BIR
- _____4. PhilGEPS Certificate of Registration
- _____5. Statement of all its on-going government and private contracts including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid;
- _____6. Statement of the Bidder’s Single Largest Completed Contract similar to the contract to be bid;
- _____7. A Valid PCAB License/Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project; and
- _____8. The Prospective Bidder’s Audited Financial Statements, showing, among others, the Prospective Bidder’s total current assets and liabilities, stamped “received” by the 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 submission.
- _____9. NFCC computation in accordance with ITB Clause 5.5.

Class “B” Document:

- _____10. If applicable, a valid Joint Venture Agreement (JVA) in accordance with RA 4566.

➤ **TECHNICAL DOCUMENTS:**

- _____1. Bid Security as prescribed in ITB Clause 18
- _____2. Organizational Chart for the Project
- _____3. List of Contractor’s Key Personnel (viz. Project Manager/Engineer, Electrical Engineer, Materials Engineer, Safety Engineer and Foreman), to be assigned to the contract to be bid, with their complete qualification and experience.
- _____4. List of Contractor’s Equipment Units supported by certification of availability of equipment for the duration of the project.
- _____5. Omnibus Sworn Statement

ENVELOPE II: (Financial Component)

- _____1. Bid Prices in the Bill of Quantities in the prescribed Bid Form in Section VIII;
- _____2. Detailed Estimates/Derivation of Unit Prices including Summary Sheet indicating the unit prices of construction materials, labor rates & equipment rental used in the coming up with the bid in Section VIII, Bill of Quantities; and
- _____3. Cash Flow by quarter and payment schedule

NOTE: Any missing document in the above-mentioned checklist is a ground for outright rejection of bid.

SCOPE OF WORK, EQUIPMENT & PERSONNEL REQUIREMENT

PROJECT: Upgrading of Pier and Repair of Building Facilities of Zamboanga Fish Port Complex

LOCATION: Brgy. Sangali, Zamboanga City

PROJECT DURATION : 540 Calendar Days

Approved Budget for the Contract : P 109,399,835.00

I. SCOPE OF WORK

The Major Work Items shall be:

1. Construction of Health and Safety Program
 - a. Personal Protective Equipment (PPE), Safety and Health Engineer, Signages
2. Repair/Rehabilitation Work of Existing Pier
 - a. Demolition of Existing Concrete Slab, Beams/Girder, Pile Cap and Fender Base
 - b. Precast Concrete Piles
 - c. Concrete and Rebar Works
 - d. Perimeter Fence/Gates
 - e. Mooring and Fendering System
 - f. Water Distribution System
 - g. Pier Lighting System
3. Building Facilities
 - a. Construction of Trading Hall

II. MINIMUM EQUIPMENT REQUIREMENT

Description	Owned	Leased	Total
Crane, 50T cap.	1	1	2
Backhoe w/ Concrete Breaker, 1.0 cu.m. cap.	1	-	1
Payloader, 1.0 cu.m. cap.	1	-	1
Diesel Hammer, Single Acting	1	-	1
Dumptrucks, 6-10 wheeler	2	-	2
Transit Mixer, 6.0 cu.m. cap.	2	-	2
Concrete Mixer (1-2 bagger)	2	-	2
Plate Compactor	1	-	1
Jack Hammer w/ Compressor	2	-	2

III. MINIMUM PERSONNEL REQUIREMENT

Expertise	No.	Min. Years of Experience	Remarks
Project Manager/Engineer	1	15	Licensed Civil Engineer with experience in port works, civil works and must have managed or supervised at least P110M project of similar nature
Electrical Engineer	1	10	Licensed Electrical Engineer with 10 years experience in electrical works

Materials Engineer	1	5	with 5 yrs. relevant experience
Safety Engineer	1	5	with 5 yrs. relevant experience
Construction Foreman	1	15	With 15 years experience in civil and electrical works

Statement of Availability of Key Personnel and Equipment

Date

*The General Manager
Philippine Fisheries Development Authority
PCA Annex Bldg., Elliptical Road, Diliman, Q.C.*

Attention : The Chairman
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the Philippine Fisheries Development Authority BAC for the bidding of the _____, we certify that (Name of Bidder) _____ has in its employ key personnel, such as project managers, project engineers, electrical engineers, materials engineers and foremen, who may be engaged for the construction of said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) _____ owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)
(Position)_____
(Name of Bidder) _____

Standard Form Number: SF-INFRA-19

Revised on: July 29, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Total Net Worth (1-3)	
6	Current Net Worth or Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

NFCC = P _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Firm/Contractor

Signature of Authorized Representative
Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

JOINT VENTURE AGREEMENT

KNOW ALL ME BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: _____,
of legal age, _____, owner/proprietor of _____ and a
resident of _____.

- and -

_____, of legal age, _____, owner/proprietor of
_____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, 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 Fisheries Development Authority.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any or all acts necessary and/or to represent the Joint in the Eligibility Check, bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above cited Contracts until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The General Manager
Philippine Fisheries Development Authority
PCA Annex Bldg., Elliptical Rd., Diliman
Quezon City

Attention : The Chairman
Bids and Awards Committee

Dear Sir/Madame:

Reference is made to our Application for eligibility and to Bid for the hereunder contract

Name of Contract : _____
Location : _____
Brief Description : _____

In accordance with Republic Act 9184 and its Implementing rules and Regulations (IRR), we/I hereby authorize the Philippine Fisheries Development Authority or its authorized representative/s to verify the statements, documents and information submitted herewith to substantiate our eligibility to participate in the bidding for the above-mentioned contract.

You may contact the following persons to provide further information with regard to this application:

	NAME	TEL. NUMBER	FAX NUMBER
a. Technical Matters			
b. Financial Matters			
c. Personnel Matters			

Very truly yours,

Name of firm/Contractor

By:

Name and Signature of Authorized Representative
Position/Designation: _____
Date: _____

BID SECURING DECLARATION

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

Invitation to Bid [Insert Reference Number]

To: Philippine Fisheries Development Authority

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission
Notary for _____ until _____
Roll of Attorneys No. _____
PTR No. _____
IBP No. _____
Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Submitted by _____
 Designation _____
 Date _____

 (Printed Name & Signature)

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
Address : _____

	Project Manager/ Engineer	Electrical Engineer	Materials Engineer	Construction Foreman	
1. Name					
2. Address					
3. Date of Birth					
4. Employed Since					
5. Experience					
6. Previous Employment					
7. Education					
8. PRC License					

Minimum

Requirements : 1. Project Manager/Engineer 4. Foreman
: 2. Electrical Engineer
: 3. Materials Engineer

Note : Attached individual resume and PRC License of the (professional) personnel.

Submitted by : _____
(Printed Name and Signature)

Designation : _____
Date : _____

Standard Form Number: SF-INFRA-49

Revised on: August 11, 2004

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

Business : _____

Name

Business : _____

Address : _____

Description	Model/Year	Description Performance /Size	Plate No.	Motor No./Body No.	Location	Condition	Proof of Ownership /or or Vendor
A. Owned							
I.							
II.							
III.							
IV.							
V.							
B. Leased							
I.							
II.							
III.							
IV.							
V.							
C. Under Purchase Agreements							
I.							
II.							
III.							
IV.							
V.							

DRAFT CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS:

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

The PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY (PFDA), a government-owned corporation, established under Presidential Decree No. 977, with principal office address at the 2nd-4th Floors, PCA Annex Building, Elliptical Road, Diliman, Quezon City, herein represented by its General Manager, PATRICK JOSEPH A. JAVIER and hereinafter referred as the AUTHORITY.

- AND -

Whereas, the Philippine Fisheries Development Authority (PFDA) is empowered by the Department of Agriculture (DA) to implement the Post-Harvest and other Infrastructure Component of the _____;

WHEREAS, in a public bidding conducted by the Authority, the bid of the Contractor has been determined as the lowest calculated responsive bid;

WHEREAS, under Board Resolution No. _____ dated _____ the PFDA Board of Directors award the Contract for _____

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants, stipulation and agreements herein contain, the Authority and the Contractor have agreed, as they do hereby agree and contract, as follows:

ARTICLE I

CONTRACT DOCUMENTS

The following documents, hereinafter referred to as Contract Documents, shall be deemed integral parts of this Contract, as fully as if hereto attached or herein stated, and shall continue to govern and control in full force and effects the rights and obligations of the parties as if the documents were set forth in full except as otherwise modified by mutual agreement in writing of both parties, to wit:

- a. Contract Agreement
- b. Conditions of Contract
- c. Drawings/Plans
- d. Specifications

- e. Invitation to Bid
- f. Instruction to Bidders
- g. Addenda
- h. Bid Form including the following Annexes in Two (2) Envelopes:

The First Envelope shall contain of the eligibility and technical documents:

(a) Eligibility Documents:

Class "A" Documents

1. Registration Certificate from Securities & Exchange Commission (SEC) or Department of Trade and Industry (DTI)
2. Mayor's permit
3. Statement of all its on-going and completed government and private contracts
4. PCAB License
5. Audited financial statements
6. NFCC computation
7. Tax Clearance

Class "B" Document:

1. Joint Venture Agreement, if applicable

(b) Technical Documents

1. Bid security as to form, amount and validity period
2. Organizational chart
3. List of contractor's personnel
4. List of contractor's equipment units, owned or leased
5. Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184

The Second Envelope (Financial Proposal) shall contain the ff:

1. Bid prices in the bill of quantities in the prescribed bid form

2. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid
 3. Cash flow by the quarter and payment schedule
- i. Performance security
 - j. Notice of award of contract and contractor's "conforme" thereto
 - k. Other contract documents that may be required by the Authority

The Contract Documents shall be complementary and supplementary to each other and what is called for or prescribed by one shall be considered as if called or prescribed by the other. In case of any discrepancy between, or of any defective prescription, errors, omissions, or ambiguity in any of the Contract Documents, the Contractor shall promptly submit the matter in writing. Such determination by the Authority shall be final and binding upon the Contractor and the latter shall accordingly proceed with the work strictly in accordance with such determination.

ARTICLE II CONTRACTOR'S UNDERTAKING

The Contractor shall, in accordance with the provision and subject to the terms and conditions contained in the Contract Documents and supplied by the Authority and the Authority's written corrective determination mentioned in Article I hereof, fully and faithfully furnish to the satisfaction of the Authority all necessary labor, equipment, materials, tools, supplies, machinery and perform all operations (including mobilization, supervision and other similar or necessary acts) required for the _____ complete and ready for use and services as per plans and specifications.

ARTICLE III CONTRACT PRICE

In consideration of the work to be performed by the Contractor as specified in Article II, the Authority shall pay the Contractor the fixed sum of _____ in the manner herein prescribed. It is understood that that all billings shall be based on work actually performed as verified by the Authority.

All payments made by the Authority to the Contractor shall be at all times subject to the usual government accounting and auditing procedures and requirements.

This amount is deemed 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 or damages 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 and the whole thereof, at the time and in the manner provided in the Contract Documents.

ARTICLE IV

MANNER OF PAYMENT

The Authority shall pay the Contractor the Price of _____

_____ subject to the following terms and conditions:

1. The CONTRACTOR, upon his request shall received from the AUTHORITY an advance payment equivalent to fifteen percent (15%) of the total Contract Price.
2. The advance payment shall be made only upon submission to and acceptance by the AUTHORITY of an irrevocable standby letter of credit of equivalent value from a commercial bank or a guarantee payment bond, callable on demand, issued by a surety or insurance company duly licensed by the Office of the Insurance Commissioner and confirmed by the AUTHORITY.
3. The advance payments shall be repaid by the Contractor by deducting fifteen percent (15%) from its periodic progress payments.
4. The AUTHORITY shall have the right to deduct from the CONTRACTOR progress billing certain amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project.
5. The CONTRACTOR, shall therefore, receive its progress payment less the retention money, 2.0% expanded withholding tax, 5% Final VAT and other deductions provided for the Contractor, if any.

ARTICLE V

WORK COMPLETION

The work called for in this Contract, as specified in Article II hereof, shall be completed within _____ calendar days. This Contract time shall commence to run after ten (10) calendar days following the receipt by the CONTRACTOR of the Notice to Proceed issued by the AUTHORITY.

The CONTRACTOR, may, however, ask for extension of the contract period through a written request submitted to the AUTHORITY 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 arises.

Condition for the granting of extension of contract time shall be based on the applicable provisions of the Implementing Rules and Regulations of RA 9184.

ARTICLE VI

PERFORMANCE SECURITY

Before the signing of the Contract, the Contractor shall furnish the AUTHORITY a performance security in the form of cash, certified check, manager's check, cashier's check, bank draft, bank guarantee, letter of credit issued by a reputable bank, surety bond callable on demand, issued by the Government Service Insurance System or by a surety or insurance companies duly accredited by the Office of the Insurance Commissioner, or a combination thereof, in accordance with the following schedule:

- a. Cash, or cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal of Commercial Bank-ten percent(10%) of the total contract price.
- b. Surety bond callable on 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 contract price

The performance security shall be posted in favor of the AUTHORITY and shall guarantee the faithful performance by the CONTRACTOR of its obligations under the contract prepared in accordance with the bidding documents.

The performance security shall be posted in favor of the AUTHORITY, and shall be forfeited in favor of the AUTHORITY in the event it is established that the CONTRACTOR is in default in its obligations in this contract.

The following provisions shall form part of the performance security: "The right to institute action on the penal bond pursuant to Act No. 3688 if any individual firm, partnership, corporation and association supplying the CONTRACTOR with labor and material for the prosecution of the work is hereby acknowledge and confirmed.

Subject to the conditions of the contract, the performance security may be released by the AUTHORITY after the issuance of the Certificate of Completion of the contract, provided that there are no claims for labor and materials filed against the contractor or the surety company.

The CONTRACTOR shall post an additional performance security to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of adjustments in unit prices, and/or change orders extra work orders, and supplemental agreements. The CONTRACTOR shall post the extension of the validity of the performance security to cover approved contract time extensions.

ARTICLE VII

RETENTIONS

The AUTHORITY shall deduct and withhold from every progress payment due to the Contractor an amount equivalent to ten percent (10%) of the amount due as retention. After fifty percent (50%) of the work shall have been completed to the satisfaction of the AUTHORITY and in accordance with the time

schedule of work completion, no further amount shall be withheld or retained from any subsequent progress payments.

All amounts withheld or retained shall be paid to the Contractor upon final acceptance of the work and only after presentation to the Authority by the Contractor of a Guaranty Bond issued by the GSIS in an amount equivalent to ten percent (10%) of the total contract price including the cost of extra work if any, and affidavit executed by the Contractor stating that all wages and salaries of each employee, cost of materials and/or supplies, damages if any, or other obligations arising out this contract, whether directly or indirectly have all been fully paid or settled, subject to No. 5 Art. Hereof.

ARTICLE VIII

OPTION TO COMPLETE WORK

In any case the CONTRACTOR, at any time before the satisfactory completion of the work and acceptance by the Authority of the project, should fail, refuse or neglect to supply the needed materials, equipment or workmen or should abandon the project, the Authority may, at its option, provide materials, equipment and all necessary labor, after giving the Contractor a written notice at least three (3) days before supplying the said materials, equipment or labor in order to complete the project.

The AUTHORITY may then proceed with the execution of the project in accordance with the plans and specifications until the same is completed. The AUTHORITY may, in the same event, engage the service of another Contractor to complete the work in accordance with the contract. In any case, the AUTHORITY shall have the right to charge the cost of completion of the project to the Contractor, directly against his performance security, if under this or if any other contract. Nothing in this Article shall relieve the Contractor or in any diminish its responsibility to the AUTHORITY for all cases, the Contractor shall be liable to the AUTHORITY for all forms of damages that may be suffered by it, by reason of the Contractor's failure, refusal or neglect to supply the necessary materials, equipment and labor or its abandonment of the project.

ARTICLE IX

DELAY AND LIQUIDATED DAMAGES

It is understood that in the execution of the work herein contracted, time is of essence. For that matter, if the Contractor refuses or fails to complete the undertaking called for within the contract period as specified herein, or any extension or extensions thereof, the Contractor shall pay the AUTHORITY the fixed and liquidated damages or to collect or charge such liquidated damages against the performance security filed by the Contractor or from the retention money, whichever is convenient and expeditious to the AUTHORITY; provided, however, that no liquidated damages or any excess cost shall be charged when the delay in the completion of the undertaking is due to unforeseeable or fortuitous events or causes beyond the control and without the fault or negligence of the Contractor, or to any cause directly attribution to the AUTHORITY.

The determination of the amount of liquidated damages shall be based on the applicable provisions of RA 9184.

ARTICLE X

LIABILITY TO THIRD PERSONS

All damages and losses of whatever nature that may be suffered by third persons as a result, directly or indirectly, of the fault or negligence of the Contractor in the execution of its work or performance of its undertaking under this contract shall be sole responsibility of the Contractor. The Contractor therefore shall save and hold the AUTHORITY free and exempt from all claims for damages, losses, penalties and liabilities of whatever kind or nature including all causes of action, suits, judgments arising from death or injury to person or damage to property resulting from the Contractor's fault or failure to exercise the diligence required in the execution of its work and in the performance of its undertakings.

It is the duty of the Contractor, in order to minimize if not eliminate the incidence of such damages or losses that may be inflicted upon third persons, to provide all necessary safeguards including the posting of warning signs strategic points of the work area and its vicinity to the end that incidents that may result in injury or death to persons and damage to property may be avoided or prevented.

ARTICLE XI

WARRANTY

The Contractor shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance by the AUTHORITY and shall be held responsible for any damage or destruction of the works except those occasioned by force majeure. The Contractor shall be fully 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 and shall be required to put up a warranty security in accordance with the following schedule:

1. Cash deposit, cash bond or letter of credit - five percent of the contract price
2. Bank guarantee – ten percent of the contract price
3. Surety bond callable on demand – thirty percent of the contract price

The warranty security shall remain effective during the applicable warranty period in Section 62.2; specifically under sub-sections 62.2.1; 62.2.2; 62.2.3; and 62.2.4 of RA 9184 and shall be returned only after the lapse of the said warranty period.

ARTICLE XII

NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Contractor is not an employee of the AUTHORITY and there is absolutely no employer-employee relationship between them. All personnel, workmen and laborers hired by the Contractor, all persons contracted by its sub-contractors, if allowed under Art. XVII hereof, for the work shall be deemed employees or agents of the Contractor solely and never that of the AUTHORITY. Hence, personal injury or death, or any other forms of damages, caused by the said employees or agents or sub-contractor.

ARTICLE XIII

SUPPLETORY USE OF CONTRACT DOCUMENTS

The contract documents shall be suppletory to this contract. Any and all deficiencies in the provision of this contract intended to be covered hereby otherwise connected with or related to the project covered hereby, but not expressly covered by the provisions of this contract, shall be supplied by the contract documents.

In case of irreconcilable conflict between the provisions of the contract documents and agreement, the latter shall prevail.

ARTICLE XIV

VALIDITY CLAUSE

If any or any condition of this contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XV

CONTRACT TERMINATION AND JURISDICTION

Should the Contractor fail to comply with any of its obligations and responsibilities or violate any of the terms and conditions hereof, the AUTHORITY may terminate this contract without need of judicial action or intervention by serving upon the Contractor a written notice to that effect at least fifteen (15) days prior to the intended date of termination; provided, that such termination shall not relieve the Contractor of its liabilities and responsibilities under this contract nor shall the AUTHORITY, by such termination be deemed to have waived any right that may have accrued in its favor and against the Contractor.

ARTICLE XVI

TAXES, DUTIES AND FEES

The Contractor shall give all necessary notice to and obtain the necessary permits and sanction of the proper government authorities in respect to the project. All taxes, duties and fees of whatever nature arising out of, or connected with this contract, execution of work contemplated herein, or which may be due and payable in all tools, equipment, labor and materials, plants, supplies and other facilities necessary for the performance and accomplishment of the project, including the transport or movement thereof, shall be for the sole account and responsibility of the Contractor. Any fee, imposition, charge, fine, penalty or loss or damage paid or incurred by the AUTHORITY by reason of any breach of this stipulation by the Contractor shall be reimbursed by the Contractor as soon as the demand therefore is made by the AUTHORITY.

The Contractor certifies under oath that is free and clear of all tax liabilities to the government and will pay the taxes in full and on time. Failure to do so will entitle the AUTHORITY to suspend payment for the work accomplished by the Contractor. Moreover, the Contractor is required to regularly present within the duration of the contract, appropriate tax clearance from the Bureau of Internal Revenue as well as a copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

ARTICLE XVII

ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not assign its rights or obligations under this contract, nor sub-contract any portion of the work covered by this contract, without the prior written approval of the AUTHORITY. Violation of these conditions shall be sufficient ground for the termination by the AUTHORITY of this contract.

ARTICLE XVIII

NON-WAIVER OF RIGHTS

No document, except the Certificate of Final Acceptance, shall be accepted as evidence of the satisfactory completion of the project. No proof of payment shall be taken or construed as an acceptance of satisfactory performance of the work or the good quality of the materials used, whether in whole or in part as contemplated in this contract.

ARTICLE XIX

VENUE OF ACTION

The venue of any action or suit arising out of or necessarily connected with this contract for whatever cause shall be the proper courts of Quezon City.

ARTICLE XXI

CONTRACT EFFECTIVITY

Notwithstanding, full compliance with all the legal requirements for the effectivity of this contract, no rights or obligations shall be accrues in favor of any against

any party hereunder unless and until written certification to the funds cover the cost of the contract are available is issued by the Chief, Accountant of the AUTHORITY, who shall, for this purpose, affix her/his signature hereon as an instrumental witness and certify to the availability of funds pursuant to and in accordance with the existing laws.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their names through their respective authorized representatives this _____ in Quezon City.

PHILIPPINE FISHERIES
DEVELOPMENT AUTHORITY

BY:

BY:

General Manager

SIGNED IN THE PRESENCE OF:

Accounting Division _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared on this _____ day of _____, 2016 the following persons with their valid identification cards as follows:

Name

Type of I.D. & No.

ALL known to me and to me known as the same persons who executed the foregoing Contract consisting of thirteen(13) pages including this page and they acknowledge to me that the same is their true and voluntary act and deed.

WITNESS, MY HAND AND SEAL, in the date and place, first above written.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2017

