



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY
PCA Annex Building, Elliptical Road, Diliman, Quezon City
Telefax No. 8925-61-41

BIDDING DOCUMENTS

EXTENSION OF WHARF 2 OF GENERAL SANTOS FISH PORT COMPLEX

Brgy. Tambler, General Santos City

NOVEMBER 2020

TABLE OF CONTENTS

GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS	3-4
SECTION I. INVITATION TO BID	5-7
SECTION II. INSTRUCTIONS TO BIDDERS	8
1. Scope of Bid	9
2. Funding Information	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	9
5. Eligible Bidders	9
6. Origin of Associated Goods	10
7. Subcontracts	10-11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents Comprising the Bid: Eligibility and Technical Components	112
11. Documents Comprising the Bid: Financial Component	11
12. Alternative Bids	12
13. Bid Prices	12
14. Bid and Payment Currencies	12
15. Bid Security	12
16. Sealing and Marking of Bids	12
17. Deadline for Submission of Bids	12
18. Opening and Preliminary Examination of Bids	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post Qualification	13
21. Signing of the Contract	13
SECTION III. BID DATA SHEET	14-17
SECTION IV. GENERAL CONDITIONS OF CONTRACT	18
1. Scope of Contract	19
2. Sectional Completion of Works	19
3. Possession of Site	19
4. The Contractor's Obligations	19
5. Performance Security	20
6. Site Investigation Reports	20
7. Warranty	20
8. Liability of the Contractor	20
9. Termination for Other Causes	20
10. Dayworks	20
11. Program of Work	21
12. Instructions, Inspections and Audits	21
13. Advance Payment	21
14. Progress Payments	21
15. Operating and Maintenance Manuals	21
SECTION V. SPECIAL CONDITIONS OF CONTRACT	22-24
ANNEX "A" OF SPECIAL CONDITIONS OF CONTRACT	25-28
SECTION VI. SPECIFICATIONS	29-46
SECTION VII. DRAWNGS/ PLANS (SEE SEPARATE DOCUMENTS)	47
SECTION VIII. BILL OF QUANTITIES	48-52
SECTION IX. BIDDING FORMS/ CONTRACT FORMS	53-99

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

Extension of Wharf 2 of General Santos Fish Port Complex (GSFPC)

1. The Philippine Fisheries Development Authority (PFDA), through the General Appropriations Act (Savings/Reprioritization) intends to apply the sum of **₱ 65,171,615.31** being the Approved Budget for the Contract (ABC) for the **Extension of Wharf 2 of General Santos Fish Port Complex**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Fisheries Development Authority (PDFA) now invites bids for the above Procurement Project. Completion of the Works required **365 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 the Philippine Fisheries Development Authority (PFDA) and inspect the Bidding Documents at the address given below from 8:00 A.M. to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on December 3-22, 2020 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 **₱ 50,000.00**.
6. The Philippine Fisheries Development Authority (PDFA) will hold a Pre-Bid Conference on December 10, 2020; 10:00 AM at PFDA Conference Room, Room. No. 205, 2/F PCA Annex I Building, PCA Compound, Elliptical Road, Diliman, Quezon City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before December 22, 2020; 8:00 AM. 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 16.
9. Bid opening shall be on December 22, 2020; 10:00 AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.



10. In observance with the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Diseases protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to participate and/or attend in the conduct of the bidding activities.
11. The Philippine Fisheries Development Authority (PFDA) 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.
12. For further information, please refer to:

Ms. Gina Reyes
Head, PFDA-BAC Secretariat
3rd Floor, PCA Annex Bldg.
Elliptical Road, Diliman, Quezon City
bac.co@pfda.gov.ph
(02) 89257850
13. You may visit the following websites:


Copy of the ITB will be uploaded here:

<https://pfda.gov.ph/index.php/bac/invitation-list>

Per PhilGEPS Advisory No. 11 - PhilGEPS Alternative Posting Tool, copy of the Bid Documents will be uploaded here:

<https://notices.ps-philgeps.gov.ph/main/index.php>

December 3, 2020



JOSE A. RUIZ, JR.
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Fisheries Development Authority (PDFA) invites Bids for the **Extension of Wharf 2 of General Santos Fish Port Complex** at Brgy. Tambler, General Santos City.

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 GOP through the General Appropriations Act (Savings/Reprioritization) in the total amount of **PhP 65,171,615.31**.

2.2. The source of funding is:

- a. the General Appropriations Act (Savings/Reprioritization)

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 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:

Subcontracting is not allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.1. 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 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**.

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 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**.

The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. 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 of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time at its physical address 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

			Project(s). In addition, has also managed/supervised a construction project with a minimum amount of Php 20.0M																																																						
	Materials Engineer II (DPWH Accredited Materials Engineer II)	5	With at least 2 years of relevant experience																																																						
	Safety Engineer/Officer (Certified by the Bureau of Working Conditions of DOLE or with certificate of 40 hours training in Construction Occupational Safety and Health)	5	With at least 2 years of relevant experience																																																						
	Foreman	15	With at least 15 years of relevant experience in civil and electrical works.																																																						
<p>Note:</p> <p>(1) The total work experience (in years) shall refer to the number of years of work experience of the key personnel in the exercise of his profession regardless of the type of Project he had undertaken.</p> <p>(2) Bidder shall also submit duly signed Statement of Availability of Key Personnel</p>																																																									
10.5	The minimum major equipment requirements are the following:																																																								
		<table><tr><th colspan="2">No. of Units</th><th>Equipment (Capacity)</th></tr><tr><td>1</td><td>units</td><td>Tugboat, (500 Hp, minimum)</td></tr><tr><td>1</td><td>units</td><td>Non propelled Bottom Dump Barge DWT 800 Tons, (550cu.m net capacity)</td></tr><tr><td>1</td><td>unit</td><td>Non propelled Barge, DWT 650 Tons, with mechanically clampshell attachment</td></tr><tr><td>1</td><td>unit</td><td>Pile Driver/Vibro Hammer (1,600 rpm)</td></tr><tr><td>2</td><td>units</td><td>Concrete Mixer (1-bagger)</td></tr><tr><td>2</td><td>units</td><td>Concrete Vibrator (3.5Hp)</td></tr><tr><td>1</td><td>unit</td><td>Concrete Cutter (5Hp)</td></tr><tr><td>2</td><td>units</td><td>Bar Cutter (electric, 25mm dia.)</td></tr><tr><td>2</td><td>units</td><td>Bar Bender (electric, 25mm dia.),</td></tr><tr><td>2</td><td>units</td><td>Dump Truck (8cum)</td></tr><tr><td>1</td><td>unit</td><td>Water Truck with pump (1,000 gal.)</td></tr><tr><td>2</td><td>units</td><td>Jackhammer</td></tr><tr><td>2</td><td>unit</td><td>Welding Machine (400amp.)</td></tr><tr><td>2</td><td>units</td><td>Oxy/Acetylene Cutting Outfit</td></tr><tr><td>1</td><td>unit</td><td>Road Roller (12.05T, vibratory)</td></tr><tr><td>1</td><td>unit</td><td>Road Grader (125 Hp),</td></tr><tr><td>1</td><td>unit</td><td>Payloader (1.06 cum, 93 Hp)</td></tr></table>		No. of Units		Equipment (Capacity)	1	units	Tugboat, (500 Hp, minimum)	1	units	Non propelled Bottom Dump Barge DWT 800 Tons, (550cu.m net capacity)	1	unit	Non propelled Barge, DWT 650 Tons, with mechanically clampshell attachment	1	unit	Pile Driver/Vibro Hammer (1,600 rpm)	2	units	Concrete Mixer (1-bagger)	2	units	Concrete Vibrator (3.5Hp)	1	unit	Concrete Cutter (5Hp)	2	units	Bar Cutter (electric, 25mm dia.)	2	units	Bar Bender (electric, 25mm dia.),	2	units	Dump Truck (8cum)	1	unit	Water Truck with pump (1,000 gal.)	2	units	Jackhammer	2	unit	Welding Machine (400amp.)	2	units	Oxy/Acetylene Cutting Outfit	1	unit	Road Roller (12.05T, vibratory)	1	unit	Road Grader (125 Hp),	1	unit	Payloader (1.06 cum, 93 Hp)
No. of Units		Equipment (Capacity)																																																							
1	units	Tugboat, (500 Hp, minimum)																																																							
1	units	Non propelled Bottom Dump Barge DWT 800 Tons, (550cu.m net capacity)																																																							
1	unit	Non propelled Barge, DWT 650 Tons, with mechanically clampshell attachment																																																							
1	unit	Pile Driver/Vibro Hammer (1,600 rpm)																																																							
2	units	Concrete Mixer (1-bagger)																																																							
2	units	Concrete Vibrator (3.5Hp)																																																							
1	unit	Concrete Cutter (5Hp)																																																							
2	units	Bar Cutter (electric, 25mm dia.)																																																							
2	units	Bar Bender (electric, 25mm dia.),																																																							
2	units	Dump Truck (8cum)																																																							
1	unit	Water Truck with pump (1,000 gal.)																																																							
2	units	Jackhammer																																																							
2	unit	Welding Machine (400amp.)																																																							
2	units	Oxy/Acetylene Cutting Outfit																																																							
1	unit	Road Roller (12.05T, vibratory)																																																							
1	unit	Road Grader (125 Hp),																																																							
1	unit	Payloader (1.06 cum, 93 Hp)																																																							

	2	units	Backhoe (0.40 cum, 94.30Hp)
	2	units	Transit Mixer (5-6cum cap.)
	2	units	Plate Compactor (5Hp)
12	Alternative Bid is 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 1,303,432.31, 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 3,258,580.77 if bid security is in Surety Bond.</p>		
19.2	Partial bids are not allowed.		
20	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>NOTE: <i>The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>		
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, PERT/CPM or other acceptable tools of project scheduling and Contractor's All Risk Insurance.		

Section IV. General Conditions of Contract

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

- 4.1. 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.
- 4.2. 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	<p>The Intended Completion Date is Three Hundred Sixty-Five (365) calendar days.</p> <p>The breakdown of the computation for the total contract time is as follows:</p> <table><tr><td>1</td><td>Total actual number of working days (Counted six (6) days a week)</td><td>288</td></tr><tr><td>2</td><td>Allowance for Holidays and Weekends</td><td>77</td></tr><tr><td>3</td><td>Allowance for Inclement Weather</td><td>-</td></tr><tr><td></td><td>Total Contract Time</td><td>365 calendar days</td></tr></table> <p>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</p>	1	Total actual number of working days (Counted six (6) days a week)	288	2	Allowance for Holidays and Weekends	77	3	Allowance for Inclement Weather	-		Total Contract Time	365 calendar days
1	Total actual number of working days (Counted six (6) days a week)	288											
2	Allowance for Holidays and Weekends	77											
3	Allowance for Inclement Weather	-											
	Total Contract Time	365 calendar days											
4.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor beginning on the date of effectivity of contract until the date of its termination and/or project completion.												
6	The site investigation reports are: none												
7.2	<p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>In case of semi-permanent structures, such as 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: Five (5) years.</p> <p>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</p>												
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.												
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 calendar 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 five percent (5%) of the previous work accomplishment.												
13	The amount of the advance payment is 15% of the total contract price to be made in lump sum amount.												
14	No further instruction.												

15.1	<p>The date by which “as-built drawings” (one original in Mylar, two blue print copies and electronic file in USB) are required to be submitted is before the release of final payment.</p> <p>The date by which the “Operations and Maintenance Manuals” are required is before the release of final payment.</p>
15.2	No final payment shall be made by the Procuring Entity unless the Contractor prepares and submits the required as-built plans.
Additional Clause	
16	<p>NEGATIVE SLIPPAGE</p> <p>The Procuring Entity shall ensure the timely implementation of infrastructure projects by monitoring the performance of the contractors. When the contractor incurs negative slippage during the contract duration, the Procuring Entity shall implement the calibrated measures provided under GPPB Circular No. 03-2019 dated 8 March 2019, entitled “Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage by the Contractor in Infrastructure Projects.” See attached Annex “A” of SCC.</p>

ANNEX “A”
of Special Conditions of Contract



ANNEX "A"

CIRCULAR 03-2019

8 March 2019

TO: Heads of Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government Owned and/or Controlled Corporations, Government Financial Institutions, and Local Government Units

SUBJECT: Guidance on Contract Termination Due to Fifteen Percent (15%) Negative Slippage By the Contractor in Infrastructure Projects

1.0 PURPOSE

This Circular is issued to further guide procuring entities on the actions to be undertaken when contractors incurred negative slippage in the implementation of infrastructure projects.

2.0 SCOPE

All Departments, Bureaus, Offices and Agencies of the National Government including State Universities and Colleges, Government-Owned and/or Controlled Corporations, Government Financial Institutions and Local Government Units.

3.0 CONTRACT TERMINATION DUE TO DEFAULT BY CONTRACTORS IN INFRASTRUCTURE PROJECTS

- 3.1 The provisions for the grounds contract termination of on-going infrastructure project under GPPB Resolution No. 018-2004 remain effective and continue to be the basis by which both the procuring entities and contractors should be guided, thus:

"2. In contracts for Infrastructure Projects:

The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation:

- a) *Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870;¹*

¹ Authorizing the Government's Take Over by Administration of Delayed Infrastructure Projects or Awarding of the Contract to other Qualified Contractors, issued on 12 July 1983.

4.0 GUIDELINES

- 4.1 The provisions of the Guidelines on Termination of Contracts as embodied in GPPB Resolution No. 018-2004 remain to be the basis for contract termination in infrastructure projects.
- 4.2 To ensure the timely implementation of infrastructure projects and effective management of the performance of contractors, the following calibrated actions in response to delays in the implementation of infrastructure projects are hereby adopted:
 - 4.2.1 Negative slippage of five percent (5%) –

The contractor shall be given a warning and be required to:

- 4.2.1.1 Submit a detailed "catch-up" program every two weeks in order to eliminate the slippage and to restore the project to its original schedule;
- 4.2.1.2 Accelerate work and identify specific physical targets to be accomplished over a definite period of time; and
- 4.2.1.3 Provide additional input resources such as the following: money, manpower, materials, equipment, and management, which shall be mobilized for this action.

The Implementing Unit shall exercise closer supervision and meet the contractor every other week to evaluate the progress of work and resolve any problems and bottlenecks.

- 4.2.2 Negative slippage of ten percent (10%) –

The contractor shall be issued a final warning and be required to come-up with a revised detailed "catch-up" program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

4.2.3 Negative slippage of fifteen percent (15%) –

The contractor shall be issued a final warning and be required to come-up with a revised detailed “catch-up” program with weekly physical targets together with the required additional input resources.

The implementing unit shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or take-over of the work by administration or contract.

- 5.0 All procuring entities are enjoined to apply this Guidelines on all government infrastructure projects.
- 6.0 This Circular shall take effect fifteen (15) days after publication.
- 7.0 For guidance and compliance.

SGD

LAURA B. PASCUA
Alternate Chairperson

Section VI. Specifications

(See Separate Documents)

TECHNICAL SPECIFICATIONS PART I – SITE DEVELOPMENT

A. SURVEY AND LAYOUT WORKS

Scope of Work

This section covers topographic and hydrographic survey including layout and installation of markers.

A.01 Topographic and Hydrographic Survey

Reference: All survey works shall be carried out in reference to bench marks or monuments designated by the Engineer.

Surveyor: *Licensed Surveyor shall carry out all survey works specified in this section.* The Contractor shall submit in advance for the Owner's approval, the true copy of license and qualifications of the surveyor to be employed for the works.

Prior to commencement of the work, the Contractor shall carry out the pre-construction topographic and hydrographic survey of the project by means of traversing, sounding and leveling, and shall prepare topographic/hydrographic plan on tracing paper in a convenient scale approved by the Engineer. The salient features of the area with respect to their position and shall have contour lines of 250mm vertical intervals. This survey shall form the basis for future quantity measurements.

All stations shall be established by closed traversing with an error of closure of not more than 1:3000.

The Contractor shall submit to the Owner the original and two (2) copies of the plan signed by the Surveyor and the Owner's Representative.

A.02 Layout and Installation of Markers

The Contractors shall layout the works and shall be solely responsible for the accuracy of such layout. The Contractor shall provide, fix and maintain all stakes marks or the like which are necessary for the accurate laying out of the works and shall take all necessary precautions to prevent their removal or disturbances, all as approved by the Owner. The Contractor shall provide suitable range in the water to indicate the boundary lines.

Laying out of works shall include the verification of position of all markers, supply and installation of any and all other markers which the Contractor may require for the proper execution and completion of the work, and shall also include the repositioning of the Owner's marker if such repositioning is deemed necessary by the Contractor and approved by the Owner.

A. 03 Construction Survey Work Shall Provide:

1. Lines and reference points for the existing structures, road and other major site improvements included under this contract.

2. Reference points, lines and levels necessary for layout of building, roadway and other construction related to the control of surface and storm water.

A.04 Field Notes

Field Notes, calculations sheets and other documents shall be prepared in a manner acceptable to the Owner. The Contractor shall submit such notes and other documents on completion of the respective works or, if required, during the progress of works for the Engineer's inspection thereof.

B. CLEARING AND GRUBBING

B.1 Clearing and grubbing

This item of work shall consist of clearing, grubbing, removing and disposing of all vegetable and debris as designated in the contract, except those objects that are designated to remain in place or are to be removed in consonance other provisions of this specification.

The work shall conform to DPWH Standard Specifications 2013, Item 100-Clearing and Grubbing. The works to be carried out shall be, but not limited to the following:

- a. Breaking and disposal of the existing pavement.
- b. Chipping and disposal of the existing pile cap, revetment, curbs and gutter.
- c. Clearing and disposal of any kind of obstruction along pile line.
- d. Demolition of Existing Market Hall, Admin. Building, Broker's Office, Ice Stall and other structures designated not to remain.

C. EMBANKMENT AND LEVELING

C.01 Description

This item shall consist of introducing suitable materials obtained from dredging the sea or river beds or obtained from authorized borrow areas situated beyond the right-of way limits of the project at locations designated by the Owner's Representative and place as required within the area to be filled at the required elevation. The materials shall be of a quality satisfactory for the purpose intended. Land fill shall include the clearing and grubbing of sites and the removal of all materials.

C.02 Materials Requirements

Selected filling materials (banda y banda) shall consist of all types earthen materials such as soil, gravel, sand, and rock of any geologic origin and any additional filler for blending which have distinctive properties readily identified in the field and have distinct engineering characteristics of which practical use can be made. Materials such as weeds, silt, muck and other superfluous or organic materials are not considered suitable materials for reclamation.

C.03 Construction Requirements

C.03.1 By Borrow

Borrow material shall be secured from land sources recommended as borrow outside the limits of the project or at locations/sites approved by the Owner's Representative. The Contractor shall construct and maintain haul roads. Likewise, the Contractor shall secure borrow from sources other than those designated, provided that the materials and location are approved by the Owner's representative, in which case, the Contractor shall, at his own expense, secure the pit and construct and maintain the haul roads together with the necessary right-of way for such roads and the right-of-access thereto.

The materials shall be hauled and placed in positions on the reclamation indicated on the plans.

Borrow pits when practicable shall be so excavated that they will drain to the nearest natural outlet or to such outlet as indicated on the plans or designated by the Owner's Representative. Side slopes of borrow pits in all cases shall be dressed to such slope as the Engineer may direct.

C.04 Compaction Requirement

The materials above MLLW whether obtained by dredging or from borrow pits shall be spread out and compacted in layers not exceeding 300mm preferably by at least six passes of a vibratory roller of at least 8 ton drawn by a tractor. The fill shall be compacted to not less than 90% of standard proctor test requirement.

In case there is a layer of very compressible clay of variable thickness underneath the areas to be reclaimed, the filling immediately on top of the original sea or river beds shall be executed in thin layers not exceeding one meter spread over a wide area to avoid bulging of the soft compressible clay, until the MLLW elevation is reached. If in spite of this precaution, some clay eruption is observed on the fill material, this clay will be removed down to the elevation of the original sea or river bed and replace with good material. In the event that the top sea or river bed material is composed of soft silt, muck or organic material, the Contractor shall remove such soft material prior to filling or filling operation should be programmed so that the soft material can be push out of the reclamation area as directed by the Owner's Representative. The reclamation area shall be filled to the finished elevation shown on the plan plus allowances for expected settlement. Filling of the reclamation area and the construction of bulkheads shall be given top priority over other construction activities.

Final Test Acceptance: Upon assumed completion of filling up works, moisture content of the fill shall be determined in accordance with ASTM D 2216. Test samples shall be taken at places designated by the Owner. For each place designated, two test samples shall be taken at depths of 300 mm and 700 mm respectively. The average moisture content of any two specimens taken in one place shall not exceed 90 percent. All tests shall be performed in the presence of the Owner's Representative.

Graders or any equipment acceptable shall do grading of roadbed prior to the start of pavement works to the Owner. Grading and compaction shall be

brought up to the specified lines and elevation as shown on the drawings. The roadbed shall be subject to the Owner's approval prior to the start of pavement works.

D. EXCAVATION WORKS

D.01 Description

This item shall consist of removal and disposal of unsuitable material that may be required for the construction of the bulkheads and reclamation works. It shall include all necessary clearing and maintenance of the excavation prior to backfilling. It shall also include removal of obstruction or parts thereof, as required. Materials such as weed, fine silt, mud and other superfluous material are considered unsuitable materials.

D.02 Construction Requirements

Excavation will include removal of unsuitable material along the line of pile. All unsuitable material shall be disposed of as directed by the PFDA Engineer. Materials encountered in the excavation and determined by the Engineer as suitable for slope protection or other purposes shall be conserved & utilized as directed by the Engineer.

The seabed shall be excavated according to the cross sections shown on the Plans or as established by the Owner's Representative with appropriate dredges and attendant plants with which the dredge and dispose the unsuitable material at a place shown on the Plan or as directed by the Owner's Representative an over dredging of as much as 0.30 m. beyond the limit required shall be paid for. In case of over dredging wherein the limits and slope shown on the Plan or as established by the Owner's Representative are exceeded by more than 0.30 m., the area shall not be backfilled with the type of material excavated but with good sand specified for sand mattress but shall not be included in the payment.

The Contractor shall submit before proceeding with the work under this item his proposed method of excavation including drawings and other details left open to his choice when not fully shown on the Plans. The Owner shall approve such method, drawings and details before actual work is started under this item.

E. FILTER FABRIC

E.01 Scope of Work

This work covers all the following requirements regarding the installation of geotextile (filter fabric) in accordance with the lines, grades, and dimensions shown in the Drawing.

E.02 General

The geotextile fabric shall meet the following requirements in full. If required, a sample of 1.00 sq. m. shall be supplied to the Engineer for approval and retention purposes of comparative testing against materials randomly sampled from the site.

E.03 Physical Properties

E.03.1 The geotextile must be UV-stabilized and the manufacturer shall certify that the quality of polymer used in the manufacture of the geotextile is such that retention of at least 80% of original tensile strength values after 3 months continuous exposure to natural sunlight will be achieved.

E.03.2 Fibers used in the manufacture of the geotextile shall be resistant to long-term contact with damp cementations substrates or acid or alkali leachate solutions in the pH range 2-13.

E.03.3 Where the geotextile is required as a filter in silty soil conditions, the minimum porosity of geotextile shall be >80%.

E.04 Mechanical and Hydraulic Properties

The geotextile supplier is required to certify that material delivered to site will be proven to meet or exceed the following properties:

E.04.1 Minimum Nominal Mass (ASTM D3776)	600 g./sq.m.
E.04.2 Multidirectional Tensile Strength (R)	30.0 KN/m
E.04.3 Minimum Tensile Elongation at Break (E)	
(According to ASTM D4595)	90/40 %
E.04.4 Indicative resistance to installation	
and construction stress (R x E	
(According to ASTM D4595)	9.50 KN/m
E.04.5 CBR Puncture Strength	
(According to DIN 5407)	4500 N
E.04.6 Maximum Effective Opening Size, 0 (Dw)	0.08 mm
E.04.7 Permeability under 50 mm head	
(Vertical water flow rate obtained	
from testing in an acceptable	
international laboratory)	35 l/sq. m./sec

E.05 Storage, Installation, and Measurement

E.05.1 The geotextile shall be delivered to site with an outer wrapper to protect it from exposure to the elements.

E.05.2 Installation of the geotextile shall be in accordance with the manufacturer's instructions.

E.05.3 The Engineer reserves the right to sample geotextile delivered to site for individual quality control testing at the Contractor's expense. Material not meeting the manufacturer's certified values will be rejected from the site.

E.05.4 The geotextile shall be proven to resist dynamic puncture damage when subject to impact stress from rock (200-400 kgs.) dropped from a minimum height of 2.00 mts. Geotextile failing to resist puncture shall not be accepted.

E.05.5 To facilitate site Quality Assurance, each roll of geotextile delivered to site shall be clearly labeled with brand name, grade, and production batch number and this information is required to be clearly printed at regular intervals along the entire length of each roll.

E.05.6 Geotextiles overlaps shall be at least 1.00 m. when installed underwater and 0.35 mts. to 0.50 mts. for installation in dry conditions (depending on the subsoil conditions) unless otherwise stated on the Drawings. Alternatively, geotextile overlaps are to be heat-welded or sewn using appropriate polypropylene or other synthetic thread and portable hand sewing equipment. Joint seams shall meet or exceed 80 % of the fabric's tensile strength.

E.05.7 The geotextile shall not be subjected to direct construction vehicle traffic and backfill operations shall closely follow laying of the sheet.

E.05.8 The Contractor shall be responsible for avoiding damage to the geotextile during placement and compaction of the initial fill layer. The capability of the geotextile to resist installation damage shall be considered by the Contractor prior to submission of materials to the Engineer for approval.

If required by the Engineer, the Contractor shall at no charge, excavate down to the geotextile at regular intervals to visually check against construction damage and on completion of the inspection, backfill and re-compact. Damaged geotextile areas shall be fully exposed and overlaid with an additional layer of geotextile prior to backfilling.

E.05.9 In the event that consistent visible damage to the geotextile is observed, the Contractor shall be obliged to upgrade the quality of geotextiles used in subsequent sections of the construction.

F. ROCKWORKS

F.01 Description

This item shall consist of quarried rocks or bulkheads constructed at the locations indicated, in accordance with these specifications and in conformity with lines, elevations, slopes, cross section and dimensions shown on the plan or as required by the Owner's Representative.

F.02 Materials

F.02.1 Rocks

a. Quality and Shapes of Rocks.

Unless otherwise specifically stated, all rocks to be used shall be hard, durable, and not likely to disintegrate in sea water. Class I and II rocks must weigh not less than 1,900 kilogram per cubic meter solid (specific gravity – 1.9) or

approximately 19.05 kilo Newton (kN) per cubic meter of solid materials, while Class III rocks shall weigh not less than 1,500 kilograms per cubic meter (specific gravity – 1.5) or approximately 15.09 kilo Newton (kN) per cubic meter of solid materials when reasonably dig

Rocks with specific gravity higher than those specified above will be accepted but no increase in the contract price will be made on this account.

b. Sizes of Rocks/Stone

Rubble stone shall be of any shapes provided that the piece shall weigh between 1-10 kilograms and that not more than five percent (5%) of the entire quantity thereof shall consist of pieces the least dimension of which is not less than the size of pea gravel or as shown on the plan.

G. STEEL SHEET PILE

G.01 Scope of Work

This item shall consist of fabrication/supply and driving of Steel Sheet Piles, Supply and installation of high tension rods and guide beam whaler accordance with this Specification & the Plans.

G.02 Materials Requirement

Steel sheet piles shall be of the type, weight and Section Modulus indicated on the Plans or Special Provisions, and shall conform to the requirement of Item 400, Piling, of DPWH Standard Specifications.

G.03 Construction Requirements

Sheet piles shall be driven to elevation shown on the Plans or as directed by the Engineer. Where impractical to drive to plan elevation due to subsurface conditions, the driving of piles may be stopped at a higher elevation with the written permission of the Engineer. However, before granting such permission, the Engineer shall ascertain that the Contractor has adequate equipment for the required driving and that the piles can be driven to the plan elevation with the proper use of this equipment.

The top of the piling shall be driven or cut-off to a straight line at the elevation indicated on the Plans.

The requirements governing the installation of sheet piling shall conform in general to those governing bearing piles as set forth under in this specification.

G.04 Pile Driving

All piles shall be driven as shown on the plans or as ordered in writing by the Engineer.

All pile driving equipment is subject to the Engineer's approval. The Contractor is responsible for sufficient weight and efficiency of the hammers to drive the piles down to the required depth and bearing capacity. Hammers shall be gravity hammers, single and double acting steam or pneumatic hammers or diesel hammers. Gravity hammers shall not weigh less than 60 percent of the

combined weight of the pile and the driving head but not less than 2,000 kgs. The fall shall be regulated so as to avoid injury to the pile and shall in no case exceed 2.50 m unless otherwise specified or approved by the Engineer. Water jets shall be used only when permitted in writing by the Engineer. When water jets are used, the number of jets and the nozzle volume and pressure shall be sufficient to erode freely the material adjacent to the pile. The plant shall have sufficient capacity to deliver at all times a pressure equivalent to at least 690 kPa at two 19 mm (3/4 inch) jet nozzles. The jets shall reach and the piles shall be driven solely by hammers to final penetration as required by the Engineer.

G.04.1 Penetration and Set

The pile shall be driven down either to the required levels or until the required blow counts are obtained. Internationally recognized driving formula, such as Hiley's formula or wave equation analysis shall be utilized to compute the stress of pile while driving and bearing capacity of piles.

G.04.2 Cut-Off

Unless otherwise directed by the Engineer, all piles shall be driven to their full length from the required pile tip up to the cut-off elevations, as indicated on the drawings.

G.04.3 Extension

Piles which have not reached the required penetration rate per blow when the top has driven to the cut-off elevations shall be spliced as specified and driven to a depth sufficient to develop the required penetration rate per blow.

G.04.4 Uplifted Piles

Should the driven piles be observed to be uplifted, they shall be re-driven to the required penetration.

G.04.5 Damaged Piles

Any pile so injured in driving handling that its structural integrity as a pile, under the conditions of use, is impaired shall be replaced by a new pile or the injured part shall be replaced by a new pile or the injured part shall be replaced by splicing or otherwise repaired, as directed by the Engineer.

H. CONCRETE WORKS

H.01 Scope of Work

This item includes furnishing of materials, labor, equipment required to complete the following works:

- a. Construction of sheet pile cap including installation of Steel Mooring Bitts and bollard as shown on the plan

- b. Concrete anchor block/deadman including tension rod w/ turn buckle as shown on the plan.
- c. All concrete shall develop a minimum strength of 3,500 psi (24.10 Mpa) at 28 days and shall conform to the requirement.

I. Mooring System

I.01 Scope of Work

This item includes furnishing of materials, labor, equipment required to complete the following works:

Supply and installation of mooring bollard and mooring including accessories as shown on the plan.

Designated load capacity or mooring bitts shall be as shown on the Drawings, and shall be referred to as the safe working load. The mooring bitts shall be capable of withstanding a proof test load of 1.5 times the safe working load.

Mooring bitts and bollard shall be of the dimensions, weights, capacities and designs in accordance with shop drawings approved by the Engineer and shall be fabricated by approved manufacturer with cast iron conforming to the requirements indicated in the plans/drawings, or approved equivalent.

The size of the bolts, nuts and washers shall be in accordance with the specifications provided in the plan/drawings. The anchor plate shall be connected to the holding down bolt as shown on the Drawings. All bolts, nuts, washers, etc., that are exposed shall be galvanized to the satisfaction of the Engineer.

Samples of the bolts, nuts, washers and anchor plates shall be submitted to the Engineer for approval before being used in the Works.

Visual Inspection

All mooring bitts delivered to Site shall be inspected by the Engineer for any signs of flaws or defect inimical to usage.

Mill Test Certificates

Two (2) copies of mill test reports shall be submitted certifying that materials meet the specified standards.

Test Inspection

Inspection of all materials and methods of fabrication shall be carried out by the Contractor. However, the Engineer reserves the right to inspect all facilities at any time during the manufacture to ensure that the materials and workmanship are in accordance with Specifications. and the best workmanship.

J. Fender System

J.01 Scope of Work

Work under this item includes drilling of anchor holes and installation of rubber fender. Rubber fender to be furnished shall include accessories for anchor plugs and bolts and all necessary machine instrument materials and the spare parts for anchor hole drilling.

MATERIALS

Acceptable Manufacturer's shall be those approved by the "Engineer". Rubber Fender shall be of "V Type" conforming to dimension as shown on Plans. Anchor plug and bolt shall be Stainless Steel (JIS G 4303)

Reaction Force : not more than 14.5 ton/m at 45% deflection
Energy Absorption : Not less than 0.90 ton-meter/m at 45% deflection

MILL TEST CERTIFICATES

Unless this requirement is waived in writing by the "Engineer", two (2) copies of mill test reports shall be submitted by the Contractor certifying that materials meet the specified standards.

TEST AND INSPECTION

Inspection of all materials and methods of fabrication shall be carried out by the Contractor. However, the "Engineer" reserves the right to inspect all facilities at any time during the manufacture to ensure that the materials and the workmanship are in accordance with the Specifications and the best shop practices.

INSTALLATION/CONSTRUCTION METHODS

All materials shall be installed at the locations shown in the Plans in accordance with the approved manufacturer's instruction and shop drawings, and as directed by the "Engineer".

K. PORTLAND CEMENT CONCRETE PAVEMENT

K.01 Description

This item shall consist of a pavement of Portland Cement Concrete with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with the lines, grades, thickness and typical cross section shown on the Plans.

K.02 Surface Preparation

Laying/spreading and compaction of Aggregate Base Coarse (Item 201) and Aggregate Sub-base Coarse (Item 200).

Base coarse materials shall be conformed to the grading requirement of Table 201.1 of the DPWH Standard Specifications 2010 and shall be free from

vegetable matter and lumps or balls of clay, and shall be such nature that it can be compacted readily to form a firm, stable base.

Sub-base coarse materials shall be conformed to the grading requirements of Tale 201.1 of the DPWH Standard Specifications 2010 and shall consist of hard, durable particles or fragments of crushed stone, crushed slag or crushed natural gravel and filter of natural crushed sand or other finely divided mineral matter.

Aggregate base coarse & sub-base coarse shall be laid in accordance with Plan & DPWH Standard Specification 2010, Volume II.

Compactions of materials shall conform to ***Part I.C.04***

Filling, Grading and Compaction of fill materials.

Except when provided herein, all applicable provisions of the 2010 DPWH Standard Specifications for Item 201 – AGGREGATE BASE COARSE & Item 200 – AGGREGATE SUB-BASE COARSE shall be followed.

Prior to the delivery of materials, the Contractor shall submit samples to the Engineer for approval.

K.03 Concrete Pavement

The material shall be Field Mix Concrete and shall have flexural strength of 3,500 psi (24.1 Mpa) when tested at twenty eight (28) days in accordance with the AASHTO T 97, or 22 respectively.

Concrete pavement shall have thickness of 150mm and shall conform to DPWH Standard Specification 2010, Item 311- Portland Cement Pavement and the Plan.

Construction joints shall be provided with 16 mm. diameter X 0.60 m. dowel spaced at 0.60 m. on center.

Joint filler shall be mixed asphalt and mineral or rubber filler. It shall be punched to admit the dowels where called for in the Plans.

The filler for each joint shall be furnished in a single place for the full depth and width required for the joint.

K.04 Concrete Tire Guard

The material under this item shall be a Field Mix Concrete with a compressive strength of 3,000 psi (20.7 mpa) at 28 days. Concrete tire guard shall conform to DPWH Standard Specification 2010 and as shown in the plan.

K.05 Sidewalk, Curbs and Gutters

Bed coarse material shall consist of cinders, sand, slag, crushed stone or other porous materials of such grading that all particles will pass through 12.5 mm (1/2 inch) sieve and shall be placed and compacted to form a bed of the required thickness as shown on the plans.

All sidewalks, curbs and gutter shall have a minimum compressive strength of 20.70 Mpa at 28 days

Excavation shall be made to the required depth and the base upon which the curb and/or gutter are to be set shall be compacted to a firm and even surface.

K.06 Concrete Curbs and Tire Guard Painting

K.06.1 Description

This item shall consist of placing markings on the curbs and barrier electrical post. The work shall include the furnishing of reflective pavement marking paint, whichever is called for in the contract, sampling and packing, preparing the surface, and applying the paint to the surface, all in accordance with this Specification.

The paint shall be applied to the size, shape and location of the markings shown on the Plans or as required by the Engineer.

K.06.2 Material requirements

Paint shall be mixed at the factory, ready for application without the necessity of using thinners and shall be of a smooth uniform quality. It shall conform to the composition of given in Table 606.1, Item 606 – Pavement Markings of DPWH Standard Specifications 2010.

K.06.3 Construction Requirements

The painting of lane markers and traffic strips shall include the cleaning of the surface, the application, protection and drying of the paint coatings.

The paint shall not be applied during rain or wet weather or when the air is misty, or when in the opinion of the Engineer conditions or unfavorable for the work.

The paint shall be so applied as to produce a uniform, even coating in close contact with the surface being painted.

L. DRAINAGE AND SEWERAGE SYSTEM

Scope of Work

The Contractor shall furnish all works, equipment materials, labor and supervision required to complete this item in full compliance with the terms and conditions of contract.

Work Included

- a. Excavation and Backfilling
- b. Construction of Drainage Canals, Storm Drain Manholes, R.C. Pipes and shall be constructed in accordance with the plans

M. MISCELLANEOUS

M.01 Scope of Work

This section covers the furnishing of all work, equipment, materials, labor and supervision required to complete the items in full compliance with the Drawing and this Specifications.

M.02 SIGNBOARD/SIGNAGE

Text made of computer cut engineering grade reflective sheeting on a Ga. 22 Aluminum Sheet substrate panel, Hi intensity Prismatic Grade Background bearing the name of the port, owner, location, logo of DA/PFDA/BFAR and LGU to be marked at R.C. parapet wall as indicated in the Plan.

M.03 CURBS AND PAVEMENT MARKINGS/PAINTINGS

Q.03.1 Description

This item shall consist of placing markings/paintings on all the curbs, tire guard/stoppers and pavement lane markers. The work shall include the furnishing of reflective traffic pavement marking paint, which ever is called for in the contract, sampling and packing, preparing the surface, and applying the paint to the surface, all in accordance with this Specification.

The paint shall be applied to the size, shape and location of the markings/paintings shown on the Plans or as required by the Engineer.

Q.03.2 Material requirements

Traffic paint shall be mixed at the factory, ready for application without the necessity of using thinners and shall be of a smooth uniform quality. It shall conform to the composition of given in Table 606.1, Item 606 – Pavement Markings of DPWH Standard Specifications 2010.

Q.03.3 Construction Requirements

The painting of lane markers and traffic strips to all curbs and tire guards/stoppers shall include the cleaning of the surface, the application, protection and drying of the paint coatings.

The paint shall not be applied during rain or wet weather or when the air is misty, or when in the opinion of the Engineer conditions or unfavorable for the work.

The paint shall be so applied as to produce a uniform, even coating in close contact with the surface being painted.

TECHNICAL SPECIFICATIONS PART II – SAFETY AND HEALTH

A. GENERAL GUIDELINES

A.01 In compliance with Section 17 of DOLE D. O. No. 13, the implementation of construction safety shall be considered in all stages of project procurement (design, estimate, and construction) and its cost shall be integrated to the overall project cost to be quantified in the detailed estimate. Likewise, all requirements, provisions, and instructions pertaining to the implementation of Construction Safety and Health in every project shall be included in the project bidding documents specifically under the Instructions to Bidders. Further considering industry practices and applicable government requirements, the following guidelines are hereby issued to all concerned.

A.02 Definition of Terms

a. Occupational Safety and Health defined as:

1. Promotion and maintenance of the highest degree of physical, mental, and social well-being of workers in all occupation;
2. Prevention among its workers of any departures from health caused by their working conditions;
3. Protection among workers in their employment from risk usually from factors adverse to health; and,
4. Placing and maintenance of worker in an environment adopted to his/her psychological ability.

b. Occupational Safety and Health Standard (OSHS)

By the powers vested in the Department of Labor and Employment under Article 162 of the Labor Code of the Philippines, the Occupational Safety and Health Standards (OSHS) was promulgated for the guidance and compliance of all concerned with the main objective of protecting every workingman against the dangers of injury, sickness or death through safe and healthful working conditions, thereby assuring the conservation of valuable manpower resources and the preservation of loss or damage to lives and properties, consistent with national development goals and with the State's commitment for the development of every worker as a complete human being. Likewise, further described as: rules and regulations implementing Article 162 (Safety and Health Standards), Book IV, set of mandatory OSH standards which codifies all safety orders being enforced prior to its promulgation and contains administrative requirements, general safety and health rules, technical safety regulations, and other measures to eliminate or reduce OSH hazards in the work place.

c. Construction Safety and Health Standards - shall mean Rule 1410, Construction Safety and other relevant rules of the Occupational Safety and Health Standards (as amended) of the Department of Labor and Employment (DOLE).

d. Construction Safety and Health Program - refers to a set of detailed rules to cover the processes and practices that should be utilized in a specific

construction site in conformity with the OSHS including the personnel responsible and the penalties for violations thereof.

- e. Construction Safety and Health Officer - refers to safety personnel or any employee/worker trained by his employer to implement occupational safety and health programs in accordance with the provisions of DOLE D.O. No. 13 and the Occupational Safety and Health Standards (OSHS).
- f. Personal Protective Equipment (PPE) and Devices - are equipment and devices designed to protect employees from workplace injuries or illness resulting from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. It also includes variety of devices and garments such as face shields, safety glasses, hard hats, safety shoes, goggles, coveralls, gloves, vests, earplugs, respirators, safety harness and lifelines.

A.03 Purpose

The purpose of these guidelines is to establish a uniform methodology in estimating the required resources (manpower and equipment) for the implementation of Construction Safety and Health Standards in the workplace in compliance with the provisions of DOLE D.O. No. 13.

A.04 Methodology

The minimum construction safety and health requirements for project shall be prepared during the detailed engineering stage. In order to establish a uniform basis for estimating the required quantity of resources (manpower and equipment) for a project the following methodology shall be used.

Construction Safety and Health Program (CSHP) Section 5 of the DOLE D.O. NO.13 provides that every construction project shall have a suitable Construction Safety and Health Program (CSHP). For the purpose of these guidelines, all projects regardless of amount, funding source and mode of implementation shall comply with the minimum safety and health requirements.

The required Construction Safety and Health Program (CSHP) for specific project shall include but not limited to the following:

- a. Composition of the Safety and Health personnel responsible for the proper implementation of CSHP;
- b. Specific safety policies which shall be undertaken in the construction site, including frequency of and persons responsible for conducting toolbox and gang meetings;
- c. Penalties and sanctions for violations of the Construction Safety and Health Program;
- d. Frequency, content and persons responsible for orienting, instructing and training all workers at the site with regard to the Construction Safety and Health Program which they operate.
- e. The manner of disposing waste arising from the construction.

A.05 Construction Safety and Health Organization

To ensure that the Construction Safety and Health Program are observed and implemented at the project site, at the start of construction, each site shall have an established construction safety and health organization composed of the following personnel:

a. Safety Engineer/Officer

Section 7.1 of D.O. NO.13 states that "The general contractor must provide for a full time Officer, who shall be assigned as the General Construction Safety and Health Officer to oversee the overall management of the Construction Safety and Health Program.

b. Personal Protective Equipment and Devices (PPE)

The contractor shall, at his own expense, furnish his workers with protective equipment for eyes, face, hands and feet, lifeline, safety belt/harness, protective shields and barriers whenever necessary by reason of the hazardous work process or environment, chemical or radiological or other mechanical irritants of hazards capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent. All Personal Protective Equipment and Devices shall be in accordance with the requirement of the Occupational Safety and Health Standards (OSHS) and should pass the test conducted and/or standards sets by the Occupational Safety and Health Center (OSHC).

For General Construction Work the required Basic PPEs for all workers shall be Safety Helmet, Safety Gloves and Safety Shoes. Specialty PPEs shall be provided to workers in addition to or in lieu of the corresponding basic PPE as the work or activity requires.

c. Signages and Barricades

Construction Safety Signages and Barricades shall be provided as a precaution and to advise the workers and the general public of the hazards existing in the worksite.

d. Facilities

The Contractor employer shall provide the following welfare facilities in order to ensure humane working conditions;

1. Adequate supply of safe drinking water;
2. Adequate sanitary and washing facilities;
3. Suitable living accommodation for workers, and as may be applicable, for their families; and
4. Separate sanitary, washing and sleeping facilities for men and women workers.

TECHNICAL SPECIFICATIONS PART III – GENERAL ITEM

A. SCOPE OF WORK

- A.01 This section includes the provision of office equipment/furniture for PFDA Resident Engineers/Field Inspectors.

B. PROVISION OF FIELD OFFICE FOR PFDA ENGINEERS

- B.01 The Contractor shall lease an office space to be used by the Engineer and other government representative near the site. The office shall be properly ventilated, lighted and with toilet/comfort room. The over-all size of the office shall be approximately 25 sq. meters and to be provided with three (3) office table & chair, four (4) stacking chairs (mono block), one (1) unit 18" electric stand fan, one (1) unit 2HP Aircon, one (1) unit free standing water dispenser, and four (4) units Two-way Radio. All furnitures mentioned above shall be turned-over to the PFDA upon completion of the project.
- B.02 The field office shall be maintained by the Contractor throughout the construction period (including electric & water expenses).
- B.03 The Contractor shall provide office supplies monthly such as 1 set of printer and bond paper to be use in preparation of correspondence and progress reports. Likewise, he shall be responsible for the reproduction of pictures and communication expenses (pre-paid cellular card at least P 5,000.00/month) borne by the PFDA personnel during the project implementation.

C. PROVIDE, OPERATE & MAINTAIN ONE (1) UNIT UTILITY VEHICLE FOR PFDA CONSTRUCTION MANAGEMENT GROUP

- C.1 The Contractor shall provide within fifteen (15) calendar days after issuance of notice to proceed, the vehicle listed in this provision for the exclusive use of the PFDA Engineers. The service vehicles shall carry or be fitted with the accessories as may be prescribed by laws and have comprehensive insurance. The vehicle on delivery shall be brand new and shall be driven by a competent qualified and experienced driver who shall be under the direct order of the Engineer.

The Vehicle shall be crew cab pick-up type with the following specification: 4x2A/T; 2GD-FTV(high) model; 2.4L Diesel, 4-Cylinder, 16-Valve DOHC Variable Nozzle turbo with front mounted intercooler type; 2,393(cc); 147/3,400 (Nm/rpm); 6-Speed A/T with ECT (Gate Type Sequential).

The Contractor shall maintain the vehicle in first class condition and shall be supplied with a minimum 15 liters/day and lubricants during the entire duration of the contract and supply of 4 brand new tires prior to the turn-over of the vehicle.

The Contractor shall provide equivalent substitute vehicles when the specified vehicles are taken out of service for maintenance, repair or any other reason. At the end of the Contract the vehicle become the property of the Government and shall be transfer the ownership to the PFDA. Transfer of vehicle shall be at the expense of the Contractor.

Section VII. Drawings

(See Separate Documents)

Section VIII. Bill of Quantities

BID PROPOSAL FORM
EXTENSION OF WHARF 2 AT GSFPC
BID PRICE SUMMARY

Bid Proposal Form
Page ____ of ____

ITEM
NO. WORK ITEMS

BID AMOUNT
EDC + VAT + Mark-up

I. General Works

- A. Demolition of Pump House, curbs & pavement, retaining wall, pile caps etc.
- B. Removal of Existing Armour Rocks along sheet pile line
- C. Dredging
- D. Filling Materials, Banday Banda (include compaction)
- E. Rubble Stone 1 - 10 kgs
- F. Filter Fabric

Sub - Total I

P _____

II. Piling Works

- A. Structural Steel Sheet Piles, Furnished
- B. Structural Steel Sheet Piles, Driven
- C. High Tension Tie Rods with Heavy Duty Turn Buckle
- D. Guide Beam Whaler

Sub - Total II

P _____

III. Concrete and Rebar Works

- A. Reinforced Concrete Pile Cap, 20.7 Mpa including rebars
- B. Reinforced Concrete Anchor Plate including laying/installation
- C. Formworks

Sub - Total III

P _____

IV. Concrete Pavement

- A. Concrete, 24.10 MPa
- B. Base Course

Sub - Total IV

P _____

V. Anchor and Fender System

- A. 30 Tons Mooring Bollard with accessories
- B. 5 Tons Mooring Bitts with accessories
- C. Rubber Fender (include bolts, washer, nuts & epoxy adhesive)

Sub - Total V

P _____

VI. Drainage System

- A. Supply and Instalaltion of 600 mm dia. RCP
- B. New Manhole
- C. Replacement of drainage cover
- D. Installation of 200 mm Dia. PVC Outfall of WWTP

Sub - Total VI

P _____

BID PROPOSAL FORM
EXTENSION OF WHARF 2 AT GSFC
BID PRICE SUMMARY

Bid Proposal Form
Page ____ of ____

VII. General Items

- A. Purchase and Maintain Brand New Utility Vehicle
for PFDA Construction Management Group
- B. Safety and Health Program

Sub - Total VII

P

VIII. Mobilization / Demobilization

Sub - Total VIII

P

Total Estimated Construction Cost

P

TOTAL BID PRICE (In Figure):

P

In words

:

Construction Company

:

Contractor's Representative

:

Signature

:

BID PROPOSAL FORM
EXTENSION OF WHARF 2 AT GSFC
GSFC COMPOUND, BRGY. TAMBLER, GENERAL SANTOS CITY

ITEM NO.	DESCRIPTION OF WORKS	PFDA QUANTITY	BIDDER QUANTITY	UNITS	UNIT COST (Estimated Direct Cost & Mark-ups & Value Added Tax)	TOTAL COST
I.	General Works					
A.	Demolition of Pump House, curbs & pavement, retaining wall, pile caps etc.	1.00		l.s.		
B.	Removal of Existing Armour Rocks along sheet pile line	1.00		l.s.		
C.	Dredging	3,500.00		cu.m.		
D.	Filling Materials, Banday Banda (include compaction)	5,191.00		cu.m.		
E.	Rubble Stone 1 - 10 kgs	1,909.00		cu.m.		
F.	Filter Fabric	1,329.00		sq.m.		
	Sub - Total I					
II.	Piling Works					
A.	Structural Steel Sheet Piles, Furnished	3,096.00		l.m.		
B.	Structural Steel Sheet Piles, Driven	3,096.00		l.m.		
C.	High Tension Tie Rods with Heavy Duty Turn Buckle	651.00		l.m.		
D.	Guide Beam Whaler	106.00		l.m.		
	Sub - Total II					
III.	Concrete and Rebar Works					
A.	Reinforced Concrete Pile Cap, 20.7 Mpa including rebars	129.00		l.m.		
B.	Reinforced Concrete Anchor Plate including laying/installation	39.00		pcs.		
C.	Formworks	1.00		l.s.		
	Sub - Total III					
IV.	Concrete Pavement					
A.	Concrete, 24.10 MPa	2,614.00		sq.m.		
B.	Base Course	523.00		cu.m.		
	Sub - Total IV					
V.	Anchor and Fender System					
A.	30 Tons Mooring Bollard with accessories	6.00		units		
B.	5 Tons Mooring Bitts with accessories	4.00		units		
C.	Rubber Fender (include bolts, washer, nuts & epoxy adhesive)	20.00		units		
	Sub - Total V					
VI.	Drainage System					
A.	Supply and Instalaltion of 600 mm dia. RCP	31.00		l.m.		
B.	New Manhole	2.00		units		
C.	Replacement of drainage cover	19.00		units		
D.	Installation of 200 mm Dia. PVC Outfall of WWTP	6.00		l.m.		
	Sub - Total VI					
VII.	General Items					
A.	Purchase and Maintain Brand New Utility Vehicle for PFDA Construction Management Group	1.00		l.s.		
B.	Safety and Health Program	1.00		l.s.		
	Sub - Total VII					
VIII.	Mobilization / Demobilization	1.00		l.s.		
	Sub - Total VIII					
	Total Estimated Construction Cost					

EXTENSION OF WHARF 2 OF GENERAL SANTOS FISH PORT COMPLEX

BILL OF QUANTITIES

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 used 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 the Form, "Detailed Estimates (Detailed Unit Price Analysis) in the preparation of Detailed Cost Estimate (Derivation of Unit Cost and Lump Sum Item) for every work item.

Section IX. Bidding Forms/ Contract Forms

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENT

1. TECHNICAL COMPONENT ENVELOPE

CLASS “A” DOCUMENTS

<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
<input type="checkbox"/>	(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; and
<input type="checkbox"/>	(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technical Documents</u>	
<input type="checkbox"/>	(e) 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
<input type="checkbox"/>	(f) 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
<input type="checkbox"/>	(g) Philippine Contractors Accreditation Board (PCAB) License; or Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
<input type="checkbox"/>	(h) 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
	(i) Project Requirements, which shall include the following:
<input type="checkbox"/>	a. Organizational chart for the contract to be bid;
<input type="checkbox"/>	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;
<input type="checkbox"/>	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
<input type="checkbox"/>	d. Original duly signed Statement of Availability of Key Personnel and Equipment

<input type="checkbox"/>	(j) 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.
<input type="checkbox"/>	(k) Original Notarized Affidavit of Site Inspection;
<input type="checkbox"/>	(l) Original and duly signed List of Proposed Subcontractors;
<input type="checkbox"/>	(m) Original and duly signed Letter of Authority to Validate Submitted Documents.
<u>Financial Documents</u>	
<input type="checkbox"/>	(n) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and 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 bid submission; and
<input type="checkbox"/>	(o) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
CLASS "B" DOCUMENTS	
<input type="checkbox"/>	(p) 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.

2. FINANCIAL COMPONENT ENVELOPE

<input type="checkbox"/>	(q) Original of duly signed and accomplished Financial Bid Form; and
<u>Other documentary requirements under RA No. 9184</u>	
<input type="checkbox"/>	(r) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(s) 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
<input type="checkbox"/>	(t) Cash Flow by Quarter.

TECHNICAL COMPONENT ENVELOPE
Class “A” Document

Technical Documents

LIST OF ON-GOING GOVERNMENT and PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/Location Project Cost	a. b. c. Owner Name Address Telephone Nos.	Nature of Work	Contractor's Role		a. b. c. Date Awarded Date Started Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with:						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by _____ : _____
(Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT SHOWING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

Business Name : _____

Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Owner's Certificate of Final Acceptance or the Certificate of Completion
- 2 Whenever applicable, the Constructor Performance Evaluation Summary (CPES) Final Rating which must be satisfactory.
- 3 Contract

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

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*

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. ____, *[date issued]*, *[place issued]*
IBP No. ____, *[date issued]*, *[place issued]*
Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

BID SECURITY FORM (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called "the Bank" are bound unto (Name of the Procuring Entity) (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____
20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____ OF _____ THE _____ BANK _____

WITNESS _____ SEAL _____

* To be accompanied by a confirmation from the bank that it issued the Bank Guarantee

BID SECURITY: SURETY BOND

BOND NO.: _____

DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Employer) (hereinafter called "the Surety") are held and firmly bound unto (Name of Employer) (hereinafter called "the Employer") as Obligee, in the sum of _____, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____

SURETY

SIGNATURE(S) _____

SIGNATURES(S)

NAME(S) AND TITLE(S) _____

NAME(S)

SEAL _____

SEAL _____



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue

C E R T I F I C A T I O N

This is to certify that **[NAME OF INSURANCE COMPANY]** is licensed to transact non-life insurance business in the Philippines for [state lines such as **FIRE, MARINE, CASUALTY and SURETY**] lines under **Certificate of Authority No. _____** effective **[date: day/month/year]** until **[date: day/month/year]**, unless sooner revoked or suspended for cause.

It is certified, moreover, that **[NAME OF INSURANCE COMPANY]** is authorized under its license to issue surety bonds required by the Implementing Rules and Regulations of R.A. No. 9184, and that the insurance company had issued [state surety bond: [type of surety bond] with **[BOND NUMBER]** which **callable upon demand** together with the principal **[NAME OF THE PRINCIPAL]** in favor of the obligee **[NAME OF THE OBLIGEE]** in the amount of **[AMOUNT OF WORDS]** (Php _____) for the project: **[NAME OF THE PROJECT]**, certified photocopy [or duplicate] of said bond was submitted by the company to the Insurance Commission.

This Certification is issued upon the request of **[NAME OF THE REQUESTING PERSON]**, [Position] of [Name of Insurance Company], pursuant to the Revised implementing Rules and Regulations of R.A. No. 9184.

Issued on this *[day/month/year]*.

City of Manila, Philippines.

For the Insurance Commissioner:

[NAME OF THE IC DIVISION MANAGER]

IC Division Manager
Regulation, Enforcement,
& Prosecution Division

* To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him to include in the chart, among others, the names of the required proposed Key Personnel as indicated in ITB Clause 10.4 of the Bid Data Sheet and other Key Engineering Personnel.

**Attach the required Proposed Organizational Chart
for the Contract as stated above**

Note: This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

		Project Manager (Licensed Civil Engineer)	Project Engineer (Licensed Civil Engineer)					Materials Engineer II	Safety Officer	Foreman
1	Name									
2	Address									
3	Date of Birth									
4	Employed Since									
5	Experience									
	Total Experience (Years)	Required	15	10				5	5	15
		Actual								
	Experience in Similar Project (Years)	Required	10 (see note below)	5 (see note below)				2	2	15
		Actual								
6	Previous Employment									
7	Education									
8	PRC License/Accreditation/Certification/ training (as required) Attached Supporting Documents for validation purposes									

Note: Refer to ITB Clause 10.4 of the Bid Data Sheet for the minimum work experience requirements for each key personnel.

- For the Project Manager: at least 15 years practice of the profession and 10 years as Project Manager in the Construction of Ports and Civil Work Projects, of which, a minimum of 3 year experience in Port Project(s). In addition, has also managed/supervised a construction project within a minimum amount of Php 35M.
- For the Project Engineer: at least 10 year experience as Project Engineer in the Construction of Ports and Civil Work Projects, of which, a minimum of 3 year experience in Port Project(s). In addition, has also managed/supervised a construction project within a minimum amount of Php 20M.
- Materials/ Engineer II shall be DPWH Accredited. Attached Proof of Accreditation.
- Safety Officer shall be certified by BWC of DOLE or with Certificate of Training in Occupational Safety and Health. Attached DOLE Certificate of Accreditation or Certificate of Completion of Training.

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

KEY PERSONNEL (FORMAT OF BIO-DATA/RESUME)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : _____
2. Date of Birth : _____
3. Nationality : _____
4. Education and Degrees : _____
5. Specialty : _____
6. Registration : _____
7. Length of Service with the Firm : _____ Year from _____ (months) _____ (year)
To _____ (months) _____ (year)
8. Years of Experience : _____
9. If Item 7 is less than the required number of years, give name and length of service with previous employers. (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 _____

10. Experience:

This should cover the number of years of experience required under ITB Clause 12.1b (ii.2) of the Bidding Documents for each of the required key personnel (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the Owner's Engineer (Consultant) : _____
4. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project) : _____
5. Contract Amount Expressed in Philippine Currency : _____
6. Position : _____

7. Structures for which the employee was responsible : _____
8. Assignment Period : from _____ (months) _____ (years)
: to _____ (months) _____ (years)

Name and Signature of Employee

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)

(The Authorized Representative)

**LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS, PLEDGED TO
THE PROPOSED CONTRACT**

Business Name : _____

Business Address :

[illegible]

This Certifies that the above list of equipment are in good working condition and will be available for use during the execution of the Project.

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Date : _____

Note:

- (a) if owned: Submit proof of ownership of equipment i.e. receipt, etc.
(b) If leased and/or under purchase agreement: submit proof of lease and/or under purchase agreement (with corresponding engine numbers, chassis numbers and/or serial numbers) and Certification of availability of equipment in good working condition for the duration of the Project issued by the Equipment Lessor/Vendor.

STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

[Date of Issuance]

[Name of the Head of the Procuring Entity]
[Position of the Head of the Procuring Entity]
[Name of Procuring Entity]
[Address of Procuring Entity]

Attention : The Chairman
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the Philippine Fisheries Development Authority (PFDA) for the bidding of the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex, we certify that [Name of the Bidder] has in its employ key personnel, such as Project Manager, Senior Architect, Project Engineers, Materials Engineer, Safety Officer and Foreman who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that [Name of the Bidder] owns, has under lease, and/or has under purchase agreement that may be used for the construction contracts.

Very truly yours,

[Name of the Representative]
[Position]
[Name of Bidder]

Omnibus Sworn Statement

[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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder) , of legal age, (civil status) , Filipino and residing at (Address of the Representative) , under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder) , with office at (Address of the Bidder) ;
2. That I have inspected the site for the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex;
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for the Construction, Rehabilitation and Improvement of Zamboanga Fish Port Complex.

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

LIST OF PROPOSED SubcontractorS

The Bidder is required to insert below the names of all Subcontractors (to include the Specialty Subcontractors) proposed for the Project and to indicate the specific work they will be required to undertake:

[illegible]

Provision of the above information shall not be taken to mean that the above-named Subcontractors will be acceptable in the event that the Bidder is awarded the Contract. Before being allowed to sublet any element of work, the selected Contractor will be required to further demonstrate the capabilities of the proposed Subcontractor and seek permission from the Engineer to sublet such work to that Subcontractor.

(Signed by Authorized Representative of
the Bidder):

Date: _____

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: _____

TECHNICAL COMPONENT ENVELOPE
Class “A” Document
Financial Documents

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Firm's/Contractor's assets and liabilities on the basis of the 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 asset – current liabilities) (15)] minus value of all outstanding contracts including those awarded contracts but not yet started

NFCC = Php _____

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative

Date: _____

NOTE:

As per Section 23.1.b) of IRR of R.A.9184: For Joint Venture Bidder, the partner responsible to submit the NFCC shall likewise submit the Statement of all its on-going contracts and Audited Financial Statements.

FINANCIAL COMPONENT ENVELOPE

BID FORM FOR THE PROCUREMENT OF INFRASTRUCTURE PROJECTS
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert 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: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- 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 *[insert percentage amount]* 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 guidelines² 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

² currently based on GPPB Resolution No. 09-2020

- 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 Procuring Entity].
- l. 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: _____

[illegible]

**SUMMARY SHEET INDICATING THE UNIT PRICES OF
CONSTRUCTION MATERIALS, LABOR RATES AND EQUIPMENT
RENTALS**

The Bidder shall submit Summary Sheets indicating the unit prices of construction materials, labor rates and equipment rentals/owned/leased used in coming up with the Bid.

AS ATTACHMENT

Contract Name : _____
 Location : _____

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	% WT.	1 ST Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	5 th Quarter	6 th Quarter	7 th Quarter	8 th Quarter	9 th Quarter	10 th Quarter	11 th Quarter	12 th Quarter
ACCOMPLISHMENT													
CASH FLOW													
CUMULATIVE ACCOMPLISHMENT													
CUMULATIVE CASH FLOW													

Submitted by:

Name of the Representative of the Bidder
Position
Name of the Bidder

Date: _____

One of the requirements from the bidder to be included in its Financial Component Envelope is the Cash Flow by Quarter and Payment Schedule.

DRAFT CONTRACT

CONTRACT AGREEMENT FORM

[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.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Acknowledgment

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

DRAFT Contract Agreement

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, ATTY. GLEN A. PANGAPALAN 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 25.3 of the IRR of RA 9184
6. Affidavit of Site Inspection

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

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. Breakdown of Lump Sum Bid items
4. 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 receive 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:

- a. Cash or letter of credit - five percent of the contract price
- b. Bank guarantee – ten percent of the contract price
- c. 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

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

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared on this _____ day of _____, 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 _____ (__) 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 _____

PERFORMANCE SECURING DECLARATION

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____