

suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

#### **46. Payment on Termination**

- 46.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3 The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4 If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

#### **47. Extension of Contract Time**

- 47.1 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2 No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

47.5 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

#### **48. Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed. Nevertheless, in case where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### **49. Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

#### **50. Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

#### **51. Operating and Maintenance Manuals**

51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall 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	
1.16	The Intended Completion Date is <b>200 calendar days</b> from commencement of work, inclusive of the estimated <b>twenty (20) calendar days</b> considered unfavorable to the prosecution of the works at site.
1.21	The <b>PROCURING ENTITY</b> is <b>PHILIPPINE PORTS AUTHORITY</b> , PPA Building, A. Bonifacio Drive, South Harbor, Port Area, Manila.
1.22	<p>The <b>Procuring Entity's Representative</b> is:</p> <p style="text-align: center;"><b>TOMAS B. CARLOS</b>                      Assistant General Manager for Engineering                      6<sup>th</sup> Floor PPA Building                      Bonifacio Drive, South Harbor, Port Area, Manila</p>
1.23	The <b>Site</b> is located at <b>Zamboanga City, Zamboanga del Sur</b> and is defined in drawings No.
1.27	The <b>Start Date</b> is <b>Seven (7) days</b> from the issuance of the Notice to Proceed.
1.30	<p>The <b>Works</b> consist of:</p> <ol style="list-style-type: none"> <li>1. Rock breaking of 57,000 cu.m. coral/rock formation using drop hammer.</li> <li>2. Controlled blasting of 8,000 cu.m. coral/rock formation using explosives.</li> <li>3. Dredging/Excavation of broken coral/rock formation and medium to highly dense (compacted) seabed comprising clayish sand/soil, pebbles, stones, granulized coral/seashell and cobbles to a designed depth of 11.0 meters below MLLW.</li> <li>4. Loading of excavated dredging materials into the dumping scow and disposal to designated area as directed by the Project Engineer</li> <li>5. Transporting and disposing of dredged materials;                         <ol style="list-style-type: none"> <li>a) Minimum sea level of 20.0 meters</li> <li>b) Minimum distance of 7.0 kms. away from the project site</li> </ol> </li> </ol>
2.2	None.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor.
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <ol style="list-style-type: none"> <li>a. Project Manager</li> <li>b. Project/Dredge Engineer</li> <li>c. Safety Engineer Officer</li> <li>d. Foreman/Dredge Master</li> <li>e. Electrician</li> <li>f. Others</li> </ol>
7.4 (c)	No further instructions.

7.7	No further instructions.
8.1	No further instructions.
10	None
12.3	No further instructions.
12.5	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 the 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.
13	If Contractor is a Joint Venture, "All partners to the joint ventures shall be jointly and severally liable to the Procuring Entity".
18.3 (h) (i)	No further instructions.
21.2	The Arbiter is: (To be appointed)
29.1	No day works are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ____ days of delivery of the Letter of Acceptance.
31.3	The period between Program of Work updates is ____ days. The amount to be withheld for late submission of an updated Program of Work is _____.
34.3	The Funding Source is the Philippine Ports Authority's Corporate Budget for <b>CY 2011</b> .
39.1	The amount of the advance payment is 15% of the Contract Cost.
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment
51.1	The date by which operating and maintenance manuals are required is _____ . The date by which "as built" drawings are required is _____ .
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____ .

## **SECTION VI**

# **TECHNICAL SPECIFICATIONS**

**PROJECT : PROPOSED DREDGING OF BERTHS AND MANEUVERING AREAS  
AT PORT OF ZAMBOANGA**

**6.01 SCOPE OF WORK**

▪ General Provisions

- To undertake the *Dredging of Berth and Maneuvering Areas at Port of Zamboanga*, with an estimated volume to be dredged of *65,000.00 cu.m.* Includes :
  1. Rock breaking of 57,000 cu.m. coral/rock formation using drop hammer.
  2. Controlled blasting of hard coral/rock formation using explosives.  
Dredging/Excavation of broken coral/rock formation and medium to highly dense (compacted) seabed comprising clayish sand/soil, pebbles, stones, granulated coral/seashell and cobbles to a designed depth of 11.0 meters below MLLW
  3. Loading of excavated dredging materials into the dumping scow and disposal to designated area as directed by the Project Engineer.
  4. Shall be undertaken on the deep portion of the channel way up to the shallow area.
  5. Must not obstruct the flow of vessel's traffic within the vicinity
  6. Transporting and disposing of dredged materials;;
    - a) Minimum sea level of 20.0 meters
    - b) Minimum distance of 7.0 kms. away from the project site
- The dredging area shall be dredged at the *required depth of 11.0 m below MLLW* as indicated on the Drawing.
- The work includes furnishing of all labor, materials, plants and equipment required to complete/finish the dredging works in accordance with the Dredging Specifications.

▪ Work Schedules

- After examinations of all relevant data, coordination needs, work constraints, equipment to be used and other matters, a PERT/CPM diagram showing the detailed schedule/duration and sequences for the execution of dredging work shall be submitted to the Engineer for approval within 15 days before the proposed commencement of the Works.
- Before the commencement of dredging works, the Contractor together with the Authority's Representatives and Surveyors shall conduct a pre-joint hydrographic survey which will form basis of actual quantity of dredging materials to be removed/excavated.
- Prior to dredging works, the Contractor shall establish visible markers/buoys to clearly define the limits of the dredging area.

**6.02 DREDGING EQUIPMENT/LAYOUT OF WORK**

▪ Plant

- The Contractor shall keep on the job sufficient dredging equipment and/or plant to meet the requirement of the project.
- The equipment/plant shall be in satisfactorily operating conditions and capable of efficiently performing the dredging works with safety as set forth herein and shall be subject to inspection by the Authority's Representative at all times.

- Physical Data/Layout of Work
  - *The Authority does not guarantee to keep the project dredging area free from obstructions.*
  - The Contractor shall conduct the work in such manner not to disrupt the flow of seacraft plying the navigational channel at all times.
  - The Contractor shall layout his work from the government established ranges and gauges which shall be pointed out to him prior to commencement of the dredging work but shall be responsible for all measurements in connection therewith.
  - The Contractor shall furnish, at his own expense, all platforms, survey equipment, range markers, poles, buoys, etc., and labor as may be required in laying out any part of the dredging work.
  - The Contractor shall be responsible for the installation, maintenance and preservation of all gauges, ranges, platforms, dredging limit markers and buoys. Upon completion of the work, the Contractor shall promptly remove all ranges, markers, buoys and other marker place by him that may be detrimental to smooth passage of seacraft passing the channel.

### 6.03 ***ROCK BREAKING AND BLASTING WORKS***

- Description
  - These items of work shall consist of smashing and splitting the hard coral/rock formation prior to dredging works.
  - The estimated volume of coral/rock formation that will be shattered using drop hammer is 57,000 cu.m.
  - The estimated volume of hard coral/rock formation that will be blown apart using controlled explosives is 8,000 cu.m.

### 6.04 ***DREDGING WORKS***

- Description
  - This item shall consist for the dredging/excavation/removal of broken coral/rock formation and medium to highly dense (compacted) seabed comprising clayish sand/soil, pebbles, stones, granulized coral/seashell and cobbles to a designed depth of 11.0 meters below MLLW at ***Berth and Maneuvering Areas at Port of Zamboanga*** in conformity with the dimensions shown in hydro survey plan or as established by the PPA Engineer with coordination with the PMO-Zamboanga.
  - The dredged materials shall be transferred / dispose to designated disposal site.
- Progress of Work
  - Upon mobilizing sufficient labors, materials, plants and dredging equipment, the Contractor, as time is of essence, shall work at a minimum of Sixteen Hours (16) per day (two shifts) or more as may be necessary, subject to existing laws, to ensure the prosecution of work in accordance with the approved dredging schedule (PERT/CPM). If the Contractor falls behind the approved dredging schedule, the Authority's Representative may require the Contractor to increase the number of shifts, working hours and/or dredging equipment without extra cost to the Authority.
  - Failure of the Contractor to comply with the requirements shall be reasonable grounds to assume that the Contractor is not performing the dredging work with such diligence as will insure completion within the specified time, in which case, the Authority may be compelled to take steps to protect the interest of the PPA.

- When the Contractor elects to work overtime and on Sundays and legal holidays, appropriate authority from those concerned must be secured and notice of his intention to do so shall be submitted to the Authority's Representative within the reasonable time in advance thereof.
- The Contractor shall submit daily dredging reports within two (2) days after the end of the day covered by the report duly signed by the Contractor or his duly authorized representative and the authorized PPA representative. The report shall be made in forms and to be provided by the Authority.
- The Contractor shall take necessary measures to protect the life and health of his men in accordance with the existing laws and regulations of the Government. The Contractor shall provide safety devices to Authority's personnel while on board the dredging equipment/plant in performance of their official duties.
- The Contractor shall put up and maintain such markers and buoys as will prevent any accident in consequence of his dredging work. No liability whatsoever attaches to the Authority, if as a result of the dredging operations or installation, an accident happens in the project area. The Contractor shall hold the Authority free and harmless against any or all claims of persons involved in such accidents.

#### **6.05 WORK DURATION & ESTIMATED QUANTITIES**

- The capital dredging work shall be completed within *Two Hundred (200) calendar days (inclusive of Sundays and Holidays)*.
- The estimated quantity of dredging materials necessary to be removed is *65,000.00 cu.m.*

#### **6.06 DREDGING MATERIALS**

- Disposal of Dredging Materials shall be hauled/transported using hopper/loading barge and deposited to designated area as directed by the Project Engineer.
- Displace Materials
  - Should the Contractor, during the progress of the dredging works, lose, dump, throw overboard, sink, misplace any materials, plant, machinery or appliance which may be dangerous to or obstruct navigation and/or port operations activities, the Contractor shall immediately give notice with description and location of such obstruction to the Authority and when required, shall mark or buoy the obstruction until such time the same is removed.
  - Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions shall be removed by the Authority and the cost of its removal shall be deducted from any money due or to become due to the Contractor or proceed against his performance bond.
  - Any dredged materials that is deposited other than the designated area will not be paid and the Contractor shall be required to remove such misplaced materials and deposit it to where directed at his expense.

#### **6.07 INSPECTION**

- No PPA Project Engineer or Authority's Representative is authorized to change any provisions of the dredging specifications without written authorization of the Authority.
- Nor shall the presence or absence of a PPA project Engineer or Authority's Representative relieve the Contractor from any of his responsibility under the Contract.

**6.08 FACILITIES/ACCOMODATION TO BE PROVIDED**

- The Contractor shall provide the use of vehicle with driver, boats, boatmen, laborers, equipment, appliances and materials forming part of the ordinary and usual equipment/plant and crew of the dredging plant as may be necessary in inspecting and supervising the dredging work.
- The Contractor shall provide a temporary site office for office and sleeping purposes of Authority's Representatives. The room shall be fully equipped and maintained to the satisfaction of the Authority. It shall be properly lighted and ventilated.

**6.09 OVER DREDGED, SIDE SLOPE AND PAY LIMITS**

- Over dredged (Over-depth)
  - An over-dredged of 0.30 meters beyond the required project depth below MLLW will be paid for, **but subject to the availability of fund and in accordance of IRR-E of R.A. 9184.**
- Slide Slope
  - The volume of excavated materials to be paid for is that of a rectangular prism with sides vertical plus the triangular prism formed by the prescribed allowable side slope of 1:3.
  - The vertical sides of the rectangular prism shall not go beyond the designed dredging limits.
- It is to be clearly understood that no payments will be made for dredging beyond the dredging limits except as provided above. The Contractor shall bear all the cost of over-dredging beyond the project depth and in addition, of any remedial measures ordered by the Authority or its representative to be taken in areas over-dredging is not permitted.

**6.010 MEASUREMENT AND PAYMENT**

- The basis of measurement for dredging quantities is the net cubic content of the voids formed by the removal of the materials within the limits of payment as follows:
  - The seabed as determined by soundings prior to dredging.
  - The level or levels specified to which dredging is to be carried out, as will be proved by sweeps and surveys undertaken after dredging.
  - Vertical faces at the limits of dredging (with allowable slide slope) as defined on the plan.
- Computation of volume shall be in the metric system using the "End Area Method".
- The total volume of materials to be paid for under this contract will be measured by computing the volume between the bottom surface shown by soundings made before dredging and the bottom surface by the soundings made as soon as practicable after the work specified is completed or immediately after the cut-off date to be set if the Contractor opted for interim payments.
- Payments for dredging will be made not often than once a month. Payments shall be made upon the estimates of work satisfactorily completed by the Contractor and accepted by the Authority during the preceding period.
- Upon such estimate, the Authority shall pay the Contractor a sum equal to ninety percent (90%) thereof up to and until such time as the total dredging work shall have been completed.
- The Contractor will be held responsible for clearing, slumping of side slope and/or all other materials dropped into the dredging areas until finally accepted by the Authority.

- The unit rate for dredging work applies to excavating of any materials within the dredging area and to include the removal and disposal of all debris and other objects encountered, and for the disposal of dredged materials at the designated dumping site.

**6.011 SOUNDINGS**

- The Contractor, in the presence or joint with the Authority’s Representative and during the progress of the dredging works, shall perform continuous checking of the depth thru soundings.
- For the purpose of work progress payments; the Contractor, jointly with the Authority’s Representative and/or Surveyors, shall conduct soundings on areas subjected to dredging activities during the month or the preceding period for which payment is being claimed.
- Pre, Progress and Post-Dredging soundings shall be made at intervals not exceeding 10.00 meters and to be undertaken jointly by the Contractor and the Authority’s Representative and Surveyors.
- Records shall be made during the sounding activities giving the time, the water/tide level, and the position of the sounding paraphernalia and plant/equipment. Each party shall have and keep its own records.
- Computation of the volume dredged for the period shall be made in accordance with Section 6.09 herein above (Measurement and Payment) and shall be prepared and plotted by the Authority, checked and concurred by the Contractor.
- The Contractor shall be responsible for all costs involved in the above mentioned soundings such as costs for the survey boat, sounding and survey equipment, measurement, markings, materials, transportation and other cost related thereto. ***PPA may opt to use its own survey equipment at no cost to the Contractor.*** However, the Contractor shall be responsible for the cost of repair in the event the PPA-owned instruments broke down/damage during the course of the survey work and transportation to/from the dredging site.

**6.012 TECHNICAL SPECIFICATION**

<b>DESIGN DREDGING DEPTH :</b>	-	<b>11.0m below MLLW</b>
<b>ESTIMATED VOLUME</b>	-	<b>65,000.00 cu. m.</b>
<b>APPROXIMATE DREDGING AREA</b>	-	<b>See attached Survey Plan</b>
▪ <b>WIDTH</b>	-	<b>See attached Survey Plan</b>
▪ <b>LENGTH</b>	-	<b>See attached Survey Plan</b>
<b>DREDGING SOIL COMPOSITION</b>	-	<b>Coral/rock formation and medium to highly dense (compacted) seabed comprising clayish sand/soil, pebbles, stones, granulized coral/seashell and cobbles</b>

## **SECTION VII**

# **PROJECT DRAWINGS (DEVELOPMENT PLAN)**

**SECTION VIII**

**BILL OF QUANTITIES**  
**and**  
**ATTACHMENTS**

**BILL OF QUANTITIES**  
**DREDGING OF BERTH AND APPROACH AREAS AT PORT OF ZAMBOANGA**  
**ZAMBOANGACITY, ZAMBOANGA DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 1	GENERAL EXPENSES				
1.01	Mobilization and Demobilization	l.s.	1.00		
1.02	Provide Environmental Safety and Health Program.	l.s.	1.00		
1.03	Provide and Maintain Site Office	l.s.	1.00		
<b>TOTAL FOR BILL NO. 1 - GENERAL EXPENSES</b>					

**BILL OF QUANTITIES**  
**DREDGING OF BERTH AND APPROACH AREAS AT PORT OF ZAMBOANGA**  
**ZAMBOANGACITY, ZAMBOANGA DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 2</b>  2.01	<b>BLASTING WORKS</b>  Controlled blasting of hard coral/rock formation using explosives	cu. m.	8,000.00		
<b>TOTAL FOR BILL NO. 2 - DREDGING WORKS</b>					

**BILL OF QUANTITIES**  
**DREDGING OF BERTH AND APPROACH AREAS AT PORT OF ZAMBOANGA**  
**ZAMBOANGACITY, ZAMBOANGA DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 3  3.01	ROCK BREAKING/DREDGING WORKS  Rock Brreaking/Dredging and Disposal of Dredged Materials. (Rock breaking with the use of drop hammer)	cu. m.	57,000.00		
<b>TOTAL FOR BILL NO. 3 - DREDGING WORKS</b>					

**BILL OF QUANTITIES**  
**DREDGING OF BERTH AND APPROACH AREAS AT PORT OF ZAMBOANGA**  
**ZAMBOANGACITY, ZAMBOANGA DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
BILL NO. 4  4.01	<i>DREDGING WORKS (After Blasting Works)</i>  Dredging and Disposal of Dredged Materials	cu. m.	8,000.00		
<b>TOTAL FOR BILL NO. 4 - DREDGING WORKS</b>					

**BILL OF QUANTITIES**  
**DREDGING OF BERTH AND APPROACH AREAS AT PORT OF ZAMBOANGA**  
**ZAMBOANGACITY, ZAMBOANGA DEL SUR**

NO. (1)	DESCRIPTION OF WORK (2)	UNIT (3)	QTY. (4)	UNIT PRICE (Pesos) (5)	AMOUNT (Pesos) (4) x (5)
<b>BILL NO. 5</b>  5.01	<b>RE-IMBURSABLE ITEMS</b>  (1 set) Wooden Conference Table with 6 seaters (2 pcs) Waste paper basket (1 set) Refrigerator (6 cu.ft.) (1 set) Hot and cold water dispenser (5 gal cap.) (2 set) Stand fan (16" dia.) (1 set) Gas Strove (2 burner) (4 sets) Single bank beds with mattress & beddings (1 set) Calculators with Scientific Functions (1 lot) Stapler, Staple Remover & Puncher (Heavy Duty) (1 set) Laptop & Accessories license softwares; Auto-CAD 3D, Colored Printer, etc. (1 unit) Service Vehicle (1 unit) Water-proof Digital Camera (12.0 mega pixels and accessories) (1 unit) Echo-sounder with DGPS	lot	1.00		
<b>TOTAL FOR BILL NO. 5 - DREDGING WORKS</b>					

**BASIS OF PAYMENT FOR WORK ITEMS INCLUDED IN THE PROPOSAL**

PROJECT NAME : *Proposed Dredging of Berths and Maneuvering Areas  
At Port of Zamboanga*

LOCATION : *Zamboanga City, Zamboanga del Sur*

The work items included in the proposal and the basis of payments are as follows:

**BILL NO. 1 - GENERAL EXPENSES**

**Item 1.01 Mobilization/Demobilization and Cleaning/Clearing.**

Payment for this item includes the expenses incurred by the Contractor for moving-in of minimum major equipment and/or plant required for the project and moving out of the same after final acceptance of the work including cleaning-up. Fifty percent (50%) of the total amount shall be payable after the mobilization activity while the remaining (50%) payable after acceptance of the completed project. A list of equipment showing the detailed cost for its mobilization and demobilization works shall be included in the bid amount for this item.

**Item 1.02 Provide Environmental Safety and Health Program in the execution of the project.**

Payment for this item shall be made in a monthly basis and in accordance with the implementation of the approved Environmental Safety and Health Program of the DOLE as required by the Engineer.

**Item 1.03 Provide and Maintain Temporary Facility for the Engineer and Staff**

Payment for this item shall include the cost of the temporary facility (field office) as specified. The field office may be demolished by the Contractor upon instruction of the Engineer. Payment shall be in lump sum.

**BILL NO. 2 – BLASTING WORKS**

**Item 2.01 Controlled blasting of 8,000 cu.m. hard coral/rock formation using explosives**

The quantity to be paid for shall be the actual volume, in cubic meters of blasted materials. Payment shall include the cost of explosives, permits and licenses, equipment, materials, labor, survey works, expenses, handling and all related works.

**BILL NO. 3 – ROCK BREAKING AND DREDGING WORKS**

**Item 3.01 Rock Breaking using drop hammer and Dredging at berths and approach areas, including disposal, of 57,000 cu.m. dredged materials.**

The quantity to be paid for shall be the actual volume, including allowable over-dredging **but subject to availability of fund**, in cubic meters of dredged materials including disposal to the designated area as directed by the Project Engineer. Payment shall include the cost of dredging equipment, materials, labor, survey works, expenses, handling and all related works.

**BILL NO. 4 - DREDGING WORKS (after blasting works)**

**Item 4.01 Dredging of 8,000 cu.m. hard coral/rock formation using**

The quantity to be paid for shall be the actual volume, including allowable over-dredging **but subject to availability of fund**, in cubic meters of dredged materials including disposal to the designated area as directed by the Project Engineer. Payment shall include the cost of dredging equipment, materials, labor, survey works, expenses, handling and all related works.

**BILL NO. 5 - REIMBURSABLE ITEMS**

**Item 5.01 Provide for Office and Survey Equipment**

Payment for this item shall include the actual cost of office and survey equipment as enumerated in Annex. Payment shall be in per item delivered **with no OCM and Profit imputed in the unit cost**.

**FACILITIES TO BE PROVIDED FOR THE ENGINEER & HIS STAFF**

**PROJECT: PROPOSED DREDGING OF BERTH AND MANEUVERING AREAS  
AT PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

**A. SITE OFFICE**

The Contractor shall rent/lease a fully furnished and air-conditioned temporary site office for use of the Engineer and his staff with a floor area of at least **30 sq.m.** It shall be provided or connected with electricity, potable water supply and drainage/sewerage system. The said site office shall have tiled bathroom/toilet complete with fixtures and partitions for at least two (2) rooms.

The field office shall be located within or near the project site as approved by the Project Manager/Engineer.

**B. OFFICE AND SURVEY EQUIPMENT**

The Contractor shall purchase the following main items of brand new office equipment for use of the Engineer and his staff. The Contractor shall make available for use of the Engineer other equipment as may be necessary for the proper functioning of the office. The equipment shall be the property of PPA. Operation and maintenance shall be borne by PPA after the completion of the project.

- 1 pc. Wooden Conference Table with six seater
- 1 unit Refrigerator, 6.0 cu.ft.
- 1 unit Hot & Cold water dispenser (5 gallons capacity)
- 2 pcs. Waste paper basket
- 1 unit Industrial Stand Fan 16" Ø
- 1 unit Communication & Survey Equipment and Hydro Survey Software
- 1 pc. Calculators with Scientific Functions
- 1 set Stapler, Staple Remover & Puncher (Heavy Duty)
- 4 pcs. Single Bank Bed with Mattress and Beddings
- 1 unit Gas Stove 2 Burner with gas tank
- 1 unit Water-proof Digital Camera (12.0 mega pixels and accessories)  
Canon PowerShot SX-130 IS Digital Camera or equivalent
- 1 unit Computer (Laptop) System & accessories (License Software, Colored Printer, Voltage Regulator) DELL or equivalent
- 1 unit Service Vehicle; Pick-up or AUV, 2500cc M/T, 75kw @ 3600 rpm  
Diesel with intercooler turbocharger

**C. EQUIPMENT SPECIFICATION**

**c.1) LAPTOP (COMPUTER) SYSTEM**

Description/Specifications:

- BRAND/MODEL** : HP Pavillion DV6T series, IBM, Compaq, or branded equivalent
- PROCESSOR** : Intel® Core™ i3-370M Dual Core Processor (2.40 Ghz, 3 MB L3 Cache) + Intel® HD Graphics
- PROCESSOR SPEED** : 2.66 GHz or above
- OPERATING SYSTEM** : Genuine Windows 7 Home Premium 64-bit Including Drivers & Recovery Disk

OFFICE SOFTWARE	:	MS Office 2007 Enterprise Edition Should include Media Kit
CHIPSET	:	Intel 975
MEMORY SPEED	:	400 – 667 MHz
MEMORY	:	4GB DDR3 System Memory (2 Dimm)
GRAPHICS	:	Nvidia Geforce FX 5500 (512 MB)
INSTALLED VIDEO MEMORY	:	8 MB
HARD DRIVES CAPACITY	:	500 GB 720RPM Seagate HDD SATA with Hard Drive Pprotection
OPTICAL DIVICE	:	DVD-ROM/CD-RW/DVD-RW Combo
CD ROM SPEED	:	24x DVDRW Lightscribe – ROM Drive
DVD READ SPEED	:	8x
I/O INTERFACE	:	1-AGP, 3-PCI
	:	USB Connector/Port
	:	Parallel Connector
	:	Serial Connector
	:	External - Input Device Connector
	:	External-Monitor Connector
	:	System –Expansion Connector
	:	PC Card Slots
	:	Headphone Jack
	:	Microphone Jack
	:	Telephone Connector
	:	16 bit Sound Blaster Compatibility
KEYBOARD	:	USB Keyboard w/ Internet & Email Access Keys; Audio/Video Controls, Volume Dial & Mute, Suspend/Resume Button
MOUSE	:	USB Scroll Mouse w/ Pad / Optical Mouse
DISPLAY & GRAPHICS	:	15.6" Diagonal HD Color Monitor LED Bright View Widescreen Dispaly
SOFTWARES	:	Norton Symantec 11 (Anti-Virus) Auto-CAD 2012 Software
POWER MANAGEMENT	:	ACPI-Compliant
SYSTEM COMPLIANCE	:	PC 2001, NSTL Y@K, Energy Star, ISO 9001, ISO 14001
OS CERTIFICATION	:	License SW - Win 98, Win ME, Win 2000 Prof, Novell, Win NT Workstation Client, SCO UnixWare, Linux Red Hat Ver. 7.0 or higher, Windows XP Professional
SAFETY CERTIFICATION	:	CB, UL, CUL/CSA, CCEE, CCIB, Nemko, B-Mark
PRINTER	:	<b>K7100 or equivalent (A3 Capable)</b>
USB EXTERNAL DRIVE	:	<b>500 GB Seagate or its equivalent</b>

**c.2) DIGITAL CAMERA**

The Water-proofed Digital Camera shall be at least 12.0 Megapixel Resolution with upgraded lens, 12x optical zoom, 7.50 cm LCD, Smart Autofocus, 120p HD Movie Recording

The make shall be Cannon or Equivalent

**c.3) SERVICE VEHICLE (Pick-up or AUV)**

4 speed A/T; 2.40 cc; Max Power 99.3 kw / 5,500 rpm Gasoline with;  
Power Steering, Power Window and Power Door Lock capable; Keyless entry; SRS Airbags

Or

4 speed A/T; 2500cc; Max. Power 85 kw / 4,000 rpm Diesel with;  
Intercooler Turbocharger; Power Steering, Power Window and Power DoorLock capable;  
Keyless entry; SRS Airbags

**c.4) COMMUNICATION & SURVEY EQUIPMENT and HYDRO SURVEY SOFTWARE**

The aforesaid equipment shall be fully functional hydrographic survey system, comprising the necessary components for fast acquisition of bathymetric survey data. It shall have a Built-in GPS, IALA Beacon Receiver, Data Logging and Dual Channel Echo Sounder (200/30 kHz). It shall have capabilities to collect data from shallow waters to water depths deeper than 100m.

**A. One (1) unit Echosounder, Technical Details:**

Frequencies	-	User Selectable Frequencies from 15 – 225 khz
Max. Power	-	300 Watts
Weight	-	5.5 kg
Power Control	-	Manual or Automatic
Pulse Length	-	Manual, 5 steps
Units	-	Meters and Feet
Resolution	-	1 cm, 1 dm
Accuracy	-	1 cm @ 210 khz, 7 cm @ 33khz
Sound Velocity	-	1350 – 1500 m/sec
Calibration	-	1 m/sec step
Serial Interface	-	Communication/Heave Input/Auxiliary Input
	-	Repeater Output
Supply Voltage	-	10 – 28 VDC
Brand/Model	-	NaviSound 215, V30 or its equivalent

**B One (1) unit GPS, Technical Details:**

The aforesaid equipment shall be fully functional, easy to use for surveying, construction staking, mapping and GIS, geo-marking and other industrial applications. The GPS shall have the latest integrated design, built-in dual GPS antenna, electronic gyro, and tilt sensors.

GPS Signal	-	Dual 12 channels; L1, C/A Code
Data Update Rate	-	Standard 10Hz, up to 20Hz
Positioning Accuracy	-	1.0m CEP
Orientation Accuracy	-	<0.5 <sup>0</sup> RMS
Pitch Angle Accuracy	-	<0.1.0 <sup>0</sup> RMS
Data Transmission	-	Standard NMEA-0183 output format
Baud Rate	-	4,800 – 3,840 bps
Brand/Model	-	Trimble, Hi-Target, Topcon, or its equivalent

**C. One (1) unit HYPACK HYDROGRAPHIC SURVEY SOFTWARE**

**D. One (1) lot COMMUNICATION SYSTEM**

- d.1) Three (3) units Two-way Radio with License**  
The make shall be ICOM or its equivalent

**MINIMUM EQUIPMENT REQUIREMENT**

**PROPOSED DREDGING OF BERTH AND APPROACH AREAS AT  
PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

- 1 unit **Self-propelled Grab Dredger** minimum GW 450 tons; with a mechanically operated or electrically-driven crane of 60 tons capacity (min.); 6.0 cu.m. cap. multiple line heavy duty rock/sand grab bucket and/or Orange Peel Bucket (Grapple), 35.0 ton Drop Hammer and a minimum 1,000 cu.m. Hopper Capacity (Owned or Leased)
- or
- 1 unit **Non-propelled Grab-type Crane Barge (450 Gross Tonnage)** mechanically or electrically driven crane of 60 tons capacity; 6.0 cu.m. cap. multiple line heavy duty rock/sand grab bucket and/or Orange Peel Bucket (Grapple), and 35.0 ton Drop Hammer (Owned)
- 2 units **Non-propelled hopper/loading Barge** 500 cu.m. hopper capacity (Owned)
- 1 unit **Tugboat, 500hp** (Owned)
- or
- 1 unit **Crane Hopper Barge** minimum GW 450 tons; with 60T mechanically operated crane with multiple line heavy duty rock/sand grab bucket or Orange Peel Bucket (Grapple) of 6.0 cu.m. and 35.0 ton Drop Hammer; 1,000 cu.m. minimum hopper capacity; (Owned)
- 1 unit **Tugboat, 750hp** (Owned)

**SECTION IX**

**BIDDING FORMS**

**BID FORM**

Date: \_\_\_\_\_  
ITB No. 003 - 2011

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

We, the undersigned, declare that:

- a. We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract for the **Proposed Dredging of Berth and Maneuvering Areas at Port of Zamboanag**;
- b. We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered in item (d) below is:

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	General Expenses	₱
2	Dredging and Disposal	
3	Reimbursable Items	
	<b>TOTAL AMOUNT OF BID (including VAT)</b>	₱

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

- c. Our Bid shall be valid for a period of 120 Calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract;
- e. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];
- f. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

- g. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- h. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- i. We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_



**FINANCIAL DATA**

- A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached audited financial statements, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

	Year
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net worth (1-3)	
6. Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) must be at least equal to the approved budget for the contract to be bid.

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

Where :

K = 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for a contract duration of more than two years

NFCC = \_\_\_\_\_

- C. Or a commitment from a Universal or Commercial Bank to extend a credit line if favor of the prospective bidder to be bid which must be at least equal to ten (10%) percent of the approved budget for the contract to be bid.

Attached herewith are certified true copies of the audited financial statements stamped received by the BIR or BIR authorized collecting agent for the latest/immediately preceding calendar year.

\_\_\_\_\_  
Name of Firm/Applicant

\_\_\_\_\_  
Authorized Signing Official

Date: \_\_\_\_\_

**NOTES:**

If Partnership or Joint Venture, each Partner or Member Firm of Joint venture shall submit separate financial statements.

**LIST OF CONTRACTOR'S PERSONNEL**

I hereby declare that the following key personnel enumerated below, with attached resume/bio-data, including valid PRC License, for the various positions/functions, namely: Project Manager, Project Engineer, Construction Safety and Health Officer, and foreman are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (Years) 1]	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Project Manager					PRC License (CE/ME Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex " _ "
Project/Dredge Engineer					PRC License (CE/ME/Marine Engr/Nautical Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex " _ "
Construction Safety and Health Officer					Certificate of Safety and Health Construction Related Course issued by DOLE Accredited Trainings Complete Qualification and Experience Data Certificate of Commitment	Annex " _ "
Foreman/Dredge Master					Complete Qualification and Experience Data Certificate of Commitment	Annex " _ "
Other Position(s)					Complete Qualification and Experience Data Certificate of Commitment	Annex " _ "

NOTE: 1. Minimum qualification requirements: (work experience is similar in nature and complexity to the project to be bidded-out)

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

Name of Firm/Applicant \_\_\_\_\_

Authorized Signing Official \_\_\_\_\_

Date \_\_\_\_\_

**LIST OF CONTRACTOR'S EQUIPMENT UNITS**

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

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

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

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

Name of Firm/Applicant

Authorized Signing Official

Date

**OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

**AFFIDAVIT**

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

1. I am the sole proprietor of (Name of Bidder) with office address at \_\_\_\_\_:
2. As the owner and sole proprietor of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for Proposed Installation of Navigational Aids at North Harbor Entrance Channel of the Philippine Ports Authority;
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. I am not related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office of the end – user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Document:

- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;
- c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
- d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the Proposed Installation of Navigational Aids at North Harbor Entrance Channel

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2011

**OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

**A F F I D A V I T**

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the (Name of Bidder) in the bidding as shown in the attached (Proof of Authorization e.g. duly notarized Secretary's Certificate);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers and members of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the end- user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Document:
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;

- c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
- d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the Proposed Installation of Navigational Aids at North Harbor Entrance Channel.

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2011

**OMNIBUS SWORN STATEMENT FOR CORPORATION OR JOINT VENTURE**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)SS

**AFFIDAVIT**

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

1. I am the duly authorized and designated representative of (Name of Bidder) with office address at \_\_\_\_\_:
2. I am granted full power and authority to do, execute and perform any and all acts necessary and / or to represent the (Name of Bidder) in the bidding as shown in the attached (Proof of Authorization e.g. duly notarized Secretary's Certificate);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the PPA General Manager or its duly authorized representative(s) to verify all the documents submitted;
6. None of the officers, directors, and controlling stockholders of (Name of Bidder) is related to the PPA General Manager, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management office or the or end- user unit by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Document:
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contact;

- c) Made an estimate of the facilities available and needed for the contact to be bid, if any; and
- d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the Proposed Sorsogon Port Improvement Project Phase 2, Port of Sorsogon, Brgy. Talisay, Sorsogon City, Sorsogon.

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

\_\_\_\_\_  
Bidder's Representative / Authorized Signatory

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_, Philippines.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2011

## **DREDGING METHODOLOGY**

Name of Project :

**DREDGING OF BERTH AND MANEUVERING AREAS AT PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

Proposed Project Description :

**DREDGING OF BERTH AND MANEUVERING AREAS AND DISPOSAL OF DREDGED MATERIALS**

Location:

**ZAMBOANGA CITY, ZAMBOANGA DEL SUR**

### **MINIMUM SCOPE OF DREDGING METHODOLOGY:**

#### **ROCK BREAKING/DREDGING**

- Rock breaking of 57,000 cu.m. coral/rock formation using drop hammer.
- Controlled blasting of 8,000 cu.m. coral/rock formation using explosives.
- Dredging/Excavation of broken coral/rock formation and medium to highly dense (compacted) seabed comprising clayish sand/soil, pebbles, stones, granulated coral/seashell and cobbles to a designed depth of 11.0 meters below MLLW.
- Loading of excavated dredging materials into the dumping scow and disposal to designated area as directed by the Project Engineer.
- Dredging works:
  - Shall be undertaken on the deep portion of the channel way up to the shallow area.
  - Shall not obstruct the flow of vessel's traffic within the vicinity.
- Estimated Dredging Area : See Section 7.0; hydrographic survey plan
- Designed Depth : 11.0 meters below MLLW
- Estimated volume to be dredged : 57,000 cu.m.

#### **DISPOSAL (Open Sea Dumping)**

- Transporting and disposing of dredged materials;;
  - Minimum sea level of 20.0 meters
  - Minimum distance of 7.0 kms. away from the project site
  - Must not obstruct the flow of vessel's traffic within the vicinity.

#### **NOTES:**

- The narrative construction method will guide and familiarize the contractor and the PPA on how the project shall be carried out in accordance with the highest standard of workmanship.
- The construction method shall be consistent with the bar Chart/S-Curve Schedule, Equipment Schedule and Manpower Schedule.

**(Authorized Signing Official)**

Signature

**MANPOWER SCHEDULE**

Name of Project :

**DREDGING OF BERTH AND MANEUVERING AREAS AT PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

Proposed Project Description :

**DREDGING OF BERTH AND MANEUVERING AREAS AND DISPOSAL OF DREDGED MATERIALS**

Location:

**ZAMBOANGA CITY, ZAMBOANGA DEL SUR**

MANPOWER (Minimum)	Contract Duration ( _____ Calendar days)							
	M O N T H L Y							
	1	2	3	4	5	6	7	8
Project Manager								
Project/Dredge Engineer								
Safety Officer								
Foreman								
Specify other applicable positions, ie.:								
Crane Operator								
Mechanic								
Others								

\_\_\_\_\_  
Signature  
(Authorized Signing Official)



**CASHFLOW BY QUARTER AND PAYMENT SCHEDULE**

Name of Project :

**DREDGING OF BERTH AND MANEUVERING AREAS AT PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

Proposed Project Description :

**DREDGING OF BERTH AND MANEUVERING AREAS AND DISPOSAL OF DREDGED MATERIALS**

Location:

**ZAMBOANGA CITY, ZAMBOANGA DEL SUR**

<b>Project Duration (days or months)</b>	<b>Payment Schedule (Monthly, in Pesos)</b>	<b>Cash flow (Quarterly, in Pesos)</b>
<b>TOTAL</b>		

**NOTES**

- The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curb.
- Advance payment should be specified if contractor wants to avail.
- Payment schedule shall not be more than once a month.

\_\_\_\_\_  
Signature  
(Authorized Signing Official)

**SECTION X**

**CONTRACT FORMS**

Republic of the Philippines  
**PHILIPPINE PORTS AUTHORITY**  
PPA Building, Bonifacio Drive, South Harbor,  
Port Area, Manila, Philippines

**C O N T R A C T**  
**FOR THE PROPOSED DREDGING OF BERTH AND MANEUVERING AREAS**  
**AT PORT OF ZAMBOANGA, ZAMBOANGA DEL SUR**

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in Manila, Philippines, by and between:

**PHILIPPINE PORTS AUTHORITY**, a government instrumentality created under Presidential Decree No. 857, as amended, with principal office at PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented herein by its duly authorized General Manager, **JUAN C. STA. ANA**, and hereinafter referred to as "**PPA**";

- and -

\_\_\_\_\_, a corporation duly organized and existing in accordance with Philippine laws, with office and business address \_\_\_\_\_, represented in this act by \_\_\_\_\_, duly authorized for this purpose, as evidenced by Secretary's Certificate \_\_\_\_\_, a copy of which is hereto attached and made an integral part hereof as Annex "A", and hereinafter referred to as "**CONTRACTOR**"

**W I T N E S S E T H:**

WHEREAS, in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations, PPA advertised and published in a newspaper of general circulation and posted on the PPA website and G-EPS as well as in its bulletin board, an Invitation to Bid for the *Proposed Dredging of Berth and Maneuvering Areas at Port of Zamboanga*;

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

WHEREAS, after the opening of bids on \_\_\_\_\_, and the conduct of bid evaluation and required post-qualification, the bid submitted by the CONTRACTOR at its unit and lump sum prices set forth in its proposal was found to be the lowest calculated responsive bid in the amount of \_\_\_\_\_ Philippine Currency;

WHEREAS, pursuant to Head Office BAC Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, award of the contract was made to the **CONTRACTOR** in a Notice of Award dated \_\_\_\_\_, in the amount of \_\_\_\_\_, \_\_\_\_\_ after submission of the required documents within the prescribed period and compliance to the conditions stipulated in the IRR;

WHEREAS, the **CONTRACTOR** duly accepted the award by signing its Conforme on the said Notice of Award;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, stipulations and agreements herein contained, the PPA and the **CONTRACTOR** have agreed, as they do hereby agree, and contract as follows:

ARTICLE I

CONTRACT DOCUMENTS

1.01 The following documents shall constitute integral parts of this Contract, as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement in writing of both parties, to wit

- a. Contract Agreement
- b. Bidding Documents
- c. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals and all other documents / statements submitted
- d. Performance Security
- e. Credit line in accordance with the provisions of the Revised IRR, if applicable
- f. Notice of Award of Contract; and
- g. Other contract documents that may be required by existing laws and the PPA such as the
  - (1) Construction Schedule and S-Curve
  - (2) Manpower Schedule
  - (3) Construction Methods
  - (4) Equipment Utilization Schedule
  - (5) Construction Safety and Health Program approved by the DOLE
  - (6) Pert / CPM
  - (7) Duly Approved Program of Work and Cost Estimates
  - (8) Certificate of Availability of Funds
  - (9) Abstract of Bids
  - (10) Resolution of Award

1.02 All Contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the Contract Documents referred to above.

ARTICLE II

CONTRACTOR'S UNDERTAKING  
SCOPE OF WORK

2.01 The CONTRACTOR, in consideration of the payment to be made by the PPA to the CONTRACTOR, as stated in the Contract Documents and this Contract, the latter hereby covenants to execute and complete the *Proposed Dredging of Berth and Maneuvering Areas at Port of Zamboanga*, in conformity in all respects with the provisions of this Contract, as follows:

ITEMS	TOTAL AMOUNT
1. General Expenses	₱
2. Construction of Rock Bulkhead	₱
3. Reimbursable Items	₱
<b>TOTAL AMOUNT</b>	₱

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

2.03 The CONTRACTOR guarantees, among others, that all tools, equipment, machineries, instruments, accessories and materials it will supply or deliver or install and/or use in the construction and workmanship of all his work under the Contract, shall be in accordance with the Contract Documents.

The CONTRACTOR further guarantees that all the office facilities, computer system, digital camera and service vehicle it will provide / supply in connection with this contract shall be brand new and in accordance with the specifications prescribed thereof in the Bid Document.

2.04 The CONTRACTOR recognizes the position of trust and confidence reposed in it under this Contract, and agrees to perform its obligations hereunder in the most efficient and competent manner, use its skill and good judgment, always set in good faith, and carry out the execution of this Contract in the most sound, expeditious and economical manner consistent with the interest of the PPA.

### ARTICLE III

#### CONSIDERATION

3.01 For and in consideration of the full, satisfactory and faithful performance by the CONTRACTOR of all its undertakings defined in and provided for under this Contract and Contract Documents, the PPA agrees to pay the CONTRACTOR the total amount not exceeding

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Philippine Currency, inclusive of the 12% value added tax, payment to be made and computed on the basis of final quantities at the unit bid price for each item of work actually performed and finished for each pay item as determined and accepted by PPA and in the manner set forth in the Contract Documents, as full compensation for everything furnished and done by the CONTRACTOR under this Contract, including all works required but not specifically mentioned, and also for all losses and damages to the CONTRACTOR arising out of the work aforesaid, from the action of the elements, or from any obstruction or difficulty encountered in the prosecution of this Contract, for all expenses incurred by or in consequence of the suspension or discontinuance of the contract herein specified and for faithfully completing the contract and the whole thereof, at the time and in the manner provided in the Contract Documents.

It is agreed and understood that all bid prices specified in this contract shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during the contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) or when a Treaty or International or Executive Agreement Expressly allows it. Any request for price escalation under extraordinary circumstances shall be submitted by PPA to the National Economic and Development Authority (NEDA). Extraordinary circumstances shall refer to events that may be determined by the NEDA in accordance with the Civil Code of the Philippines and upon recommendation of the PPA.

3.02 Final and full payment of the consideration herein above-mentioned shall be upon full completion of the project and fulfillment by the CONTRACTOR of all the terms and conditions set forth in this Contract.

However, it is agreed that no payment or payments made under this Contract, except the final payment upon issuance of Certificate of Completion and Acceptance, shall be understood as performance of this Contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper implementation thereof.

3.03 Any payment due and payable to the CONTRACTOR may be set off against liquidated damages payable to the PPA by the CONTRACTOR under this Contract.

3.04 It is likewise understood that the CONTRACTOR shall show proof evidencing payments by the CONTRACTOR of labor, materials, supplies, insurance premiums, etc., used in the work, before any payment is made to it.

For this purpose, the CONTRACTOR shall, before payment is made on the works accomplished, submit an affidavit certifying to the fact of payments of said labor, materials, supplies, equipment, insurance premiums, etc.

3.05 All payments shall be subject to existing government accounting and auditing rules and regulations.

3.06 Progress payments are subject to retention of ten percent (10%) referred to as the "retention money". Such retention shall be based on the total amount due to the contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the PPA are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

3.07 The total "retention money" shall be due for release upon final acceptance of the works. The CONTRACTOR may, however, request for the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand issued by any reputable surety or insurance company duly accredited by the Office of the Insurance Commission of amounts equivalent to the retention money substituted for and acceptable to PPA, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of PPA shall be valid for a duration to be determined by PPA and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

#### ARTICLE IV

##### PERFORMANCE SECURITY

4.01 To guarantee the faithful performance of the CONTRACTOR of its obligations under this Contract, it shall post prior to the signing of the Contract a performance security in the form of cash or cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal / or Commercial Bank, surety bond, callable on demand, issued by a surety or insurance company duly certified by the Office of the Insurance Commission as authorized to issue such security and acceptable to PPA or a combination thereof as may be required by PPA, in accordance with the following schedule:

- |    |   |  |
|----|---|--|
| a. | cash or cashier's / manager's check,<br>bankdraft / guarantee or irrevocable<br>letter of credit issued by a Universal or<br>Commercial Bank                      | - Ten Percent (10%) of the total<br>contract price                           |
| b. | surety bond callable upon demand<br>issued by a surety or insurance<br>company duly certified by the insurance<br>Commission as authorized to issue such security | - Thirty percent (30% of the total<br>contract price                         |
| c. | any combination of the foregoing  | - Proportionate to share of form with<br>respect to total amount of security |

4.02 This performance security shall be denominated in Philippine Pesos and posted in favor of PPA, and shall be forfeited in favor of PPA in the event it is established that the CONTRACTOR is in default in any of its obligations under this Contract.

4.03 Subject to the conditions of the Contract, the performance security may be released by PPA after the issuance of the Certificate of Acceptance of the project, provided that PPA has no claims filed against the CONTRACTOR or the surety company and there are no claims for labor and materials filed against the contractor.

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

4.05 The CONTRACTOR shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements as the case may be. The CONTRACTOR shall cause the extension of the validity of the performance security to cover approved contract time extensions.

4.06 In case of a reduction in the contract value or for partially completed works under this contract which are usable and accepted by PPA, and the use of which in the judgment of PPA shall not affect the structural integrity of the entire project, PPA may allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## ARTICLE V

### COMPLETION TIME: LIQUIDATED DAMAGES

5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within **NINETY (90)** calendar days (including Sundays and Holidays), reckoned not later than seven (7) calendar days from issuance of the Notice to Proceed. Notice to Proceed shall be issued after this Contract has been signed by the Parties hereof.

5.02 Time is of the essence of this Contract. Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the CONTRACTOR shall pay the PPA for liquidated damages, and not by way of penalty, an amount as provided in the conditions of contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for everyday of delay.

5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the Harbor Maintenance Department of PPA.

5.04 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR, whichever is convenient to PPA.

5.05 In case that the delay in the completion of the work exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, PPA may rescind the contract, forfeit the CONTRACTOR's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.

5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by PPA or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited.

The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

## ARTICLE VI

### EXTENSION OF CONTRACT TIME

6.01 Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the CONTRACTOR to an extension of contract time, PPA shall determine the amount of such extension; provided that PPA is not bound to take into account any claim for an extension of time unless the contractor has prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to PPA notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the CONTRACTOR of any claim. Upon receipt of full and detailed particulars, PPA shall examine the facts and extent of the delay and shall extend the contract time for completing the contract work when, in PPA's opinion, the findings of facts justify an extension.

6.02 No extension of contract time shall be granted the CONTRACTOR due to (a) ordinary unfavorable weather conditions; and (b) inexcusable failure or negligence of CONTRACTOR to provide the required equipment, supplies or materials.

6.03 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

6.04 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

6.05 Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days predetermined by the PPA in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection and/or for the equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the PPA, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralization of construction activities, and other meritorious causes as determined by the PPA's authorized Engineer and approved by the PPA. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the CONTRACTOR may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG and DND, among others. The written consent of bondsmen must be attached to any request of the CONTRACTOR for extension of contract time and submitted to the PPA for consideration and that the validity of the performance security shall be correspondingly extended.

## ARTICLE VII

### ENTIRE CONTRACT

7.01 Provisions to the contrary notwithstanding, it is agreed that this is an entire contract for one whole complete work and that partial payments on account by the PPA or the use of parts of the work or equivalent shall not constitute an acceptance of any part of the work before its entire completion and final acceptance in writing by the PPA.

ARTICLE VIII

**CONTRACTOR'S LIABILITY**

8.01 The Parties, likewise, hereby agree that the employees of the CONTRACTOR are not employees of the PPA; hence, the PPA shall not in any way be liable or responsible for any personal injury or damages including death sustained or caused by any of the employees of the CONTRACTOR and/or his sub-contractor or agent or supplier whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by the failure, negligence or conduct of the CONTRACTOR and/or its employees, sub- contractors, agent and supplier or consultants arising out of or in connection with or on the occasion of the performance of this Contract. The CONTRACTOR shall, at all times, stand solely liable and/or responsible for the enforcement of, and compliance with all existing laws, rules and regulations and binds itself to save and hold the PPA free and harmless from any and all liability in respect thereof and/or arising therefrom and/or by reason of this Contract and its implementation.

ARTICLE IX

**RESPONSIBILITY OF THE CONTRACTOR**

9.01 The CONTRACTOR shall assume full responsibility for the entire contract work until its final acceptance by the PPA and shall be held responsible for any damage or destruction of works until such final acceptance.

9.02 The CONTRACTOR shall be fully responsible for the safety, protection, security and convenience of its personnel, third parties and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

9.03 Any actionable act or acts of \_\_\_\_\_ arising out of or in the course of this Contract, shall be understood and binding as an act of \_\_\_\_\_ and vice-versa.

ARTICLE X

**INSPECTION AND CONSTRUCTION OF CONTRACT WORK**

10.01 Inspection of the contract work shall be made by the PPA while such contract work is in progress to ascertain that the completed works or stages comply in all respects, with the standards and requirements set forth in the Contract Documents. Notwithstanding such inspection, the CONTRACTOR shall be held responsible for the acceptability of the finished works. The CONTRACTOR shall promptly correct all works determined by the PPA as failing to meet requirements, at CONTRACTOR's own expense.

ARTICLE XI

**NON-ASSIGNMENT AND NO SUBCONTRACT**

11.01 The CONTRACTOR shall not, without the written approval of the PPA, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contract or any other disposition, shall be sufficient ground for the PPA to terminate or cancel this Contract *motu proprio* without need of judicial action pursuant to Section 19.04 hereof. Should the PPA give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any such sub-contract shall comply and conform with the terms and conditions of the Contract. The CONTRACTOR shall be responsible for the observance by any such sub-contractor of the terms and conditions of the Contract.

11.02 If any portion of the project sub-contracted is not prosecuted faithfully in accordance with the Contract, the sub-contractor shall be removed or replaced immediately upon the written request of the PPA, provided, however, that any failure of PPA to make such a request shall not relieve the CONTRACTOR of its obligations under the contract. PPA shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-contractor or because of the late submittal of its or his approval.

## ARTICLE XII

### INSURANCE

12.01 The CONTRACTOR shall, prior to the commencement of work, secure the standard CONTRACTOR's all risk insurance (CARI) from the Government Service Insurance System (GSIS) or any insurance company duly certified by the Insurance Commission as authorized to issue such insurance, to insure the works against all losses or damages arising from whatever cause for which the CONTRACTOR is responsible under the Contract.

## ARTICLE XIII

### WARRANTY

13.01 The CONTRACTOR shall assume full responsibility for the contract work from the time project construction commenced up to final acceptance thereof by the PPA and shall be held responsible for any damage or destruction of the works, except those occasioned by force majeure. The CONTRACTOR shall be responsible for the safety, protection, security, and convenience of its personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by the construction work.

13.02 The defect liability period for the project covered by this Contract shall be one (1) year from project completion up to final acceptance thereof by the PPA. During this period, the CONTRACTOR shall undertake and complete the repair works, at its own expense, of any damage to the said project within NINETY (90) DAYS from the time the PPA General Manager or his duly authorized representative has issued an order to undertake repair. In case of failure or refusal to comply with this order, PPA shall undertake such repair works and the CONTRACTOR shall fully reimburse the former for all the expenses incurred therein upon demand.

13.03 After final acceptance of the project by the PPA, the CONTRACTOR shall be responsible for structural defects and/or failure of the said project within the period of FIFTEEN (15) YEARS from the date of final acceptance thereof by the PPA. For this purpose, the CONTRACTOR shall put up a warranty security in the form of cash or letter of credit issued by a Universal or Commercial Bank, Bank guarantee confirmed by a Universal or Commercial Bank or surety bond, callable on demand issued by the Government Service Insurance System (GSIS) or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security and acceptable to PPA in accordance with the following schedule:

- |  |  |              |
|--|--|--------------|
| a. Cash or letter of credit issued by a<br>Commercial Bank       | - Five percent (5%) of the total contract price    | Universal or |
| b. Bank guarantee confirmed by a<br>Universal or Commercial Bank | - Ten percent (10%) of the total contract price    |              |
| c. Surety bond callable upon demand                              | - Thirty percent (30%) of the total contract price |              |

The warranty security shall be denominated in Philippine Pesos, remain effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by PPA and be returned only after the lapse of the said one (1) year period.

**ARTICLE XIV****TAXES, LICENSES, PERMITS AND FEES**

14.01 The CONTRACTOR's tax, licenses, permits, fees and all other taxes, fees or charges of whatever form, kind or nature due or which may be due to the national and/or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, fees for the testing of materials and samples and fees for the testing and inspection of the installation by all agencies having jurisdiction and all necessary and incidental expenses relative thereto including preparation of documents and notarial fees shall be paid for and obtained by the CONTRACTOR on its own account. Should the PPA be compelled to advance the same, PPA is hereby authorized to deduct the amount advanced from whatever amount due the CONTRACTOR from PPA.

14.02 The CONTRACTOR shall pay taxes in full and on time and that failure to do so shall entitle PPA to suspend payment to the CONTRACTOR. Further, the CONTRACTOR shall during the term of this Contract regularly present to PPA a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

**ARTICLE XV****AGREEMENT MODIFICATION**

15.01 No modification, alteration or waiver of any provision herein contained shall be binding on the Parties hereto unless evidenced by a written amendment signed by the parties hereof.

15.02 A variation order (change order/extra work order) may be issued by PPA under the conditions set forth in the applicable provisions of Republic Act No. 9184 and its Implementing Rules and Regulations.

15.03 The PPA may, at any time by written order and without notice to the Sureties, direct the CONTRACTOR to perform additional/extra work necessary to and within the General Scope of the project as bid and awarded. The CONTRACTOR shall be paid for additional/extra work items whose unit prices shall be derived based on the following:

- a. For additional/extra works duly covered by change orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.
- b. For additional/extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g. unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both PPA and the CONTRACTOR, and provided further that the direct unit costs of new components shall be based on the CONTRACTORS's estimate as validated by PPA via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the contractor in his bid to determine the unit price of the new work item.

15.04 Request for payment by the CONTRACTOR for any extra work shall be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which he claims payment. Said request for payment shall be included with the CONTRACTOR's statement of progress payment.

## ARTICLE XVI

### SUSPENSION OF WORK

16.01 The PPA or its duly authorized representative shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to force majeure or any fortuitous events or for failure on the part of the CONTRACTOR to correct bad conditions which are unsafe for workers or for the general public to carry out valid orders given by PPA or to perform any provisions of the Contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The CONTRACTOR shall immediately comply with such order to suspend the work wholly or partly.

In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the CONTRACTOR, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the CONTRACTOR by adjusting the contract time accordingly.

## ARTICLE XVII

### INDIVISIBILITY OF OBLIGATION

17.01 It is the intent of the Contract that all the documents, annexes and addenda forming part hereof, shall be read together and that each and every provision or stipulation hereof be given full force, effect and applicability. However, in the event that one or more provisions or stipulations herein be declared null and void by the courts, or otherwise rendered ineffective, the remaining provisions and stipulations shall not be affected thereby.

## ARTICLE XVIII

### ARBITRATION/REMEDY AND RELIEF

18.01 Should there be any dispute or difference of any kind whatsoever which shall arise between the parties in connection with the implementation of this Contract, the Parties hereto shall make every effort to resolve amicably such dispute or difference by mutual consultation. In the event that such dispute or disagreement be not resolved to their mutual satisfaction, the matter shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Laws" and Republic Act No. 9285; otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be submitted thereto. Provided, further, that, by mutual agreement, the parties hereto may agree in writing to resort to other alternative modes of dispute resolution. Provided, finally, that the arbitration proceeding shall be without prejudice to the right of PPA to rescind or terminate this contract in accordance with Article XIX, Section 19.04 hereof.

18.02 Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to the PPA for attorney's fees in an amount equivalent to Twenty Percent (20%) of the total sum claimed in the complaint, exclusive of other damages and the expenses of litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper court of the City of Manila.

18.03 It is clearly understood that in case a dispute or disagreement arises between the PPA and the CONTRACTOR regarding the manner by which the latter is performing works, the CONTRACTOR shall follow the instruction of the PPA relative thereto, otherwise, it shall have no right to ask for arbitration or go to court for relief.

## ARTICLE XIX

## OTHER COVENANTS

19.01 It is expressly agreed and understood that in case of irreconcilable conflict between the provisions of this Contract and the provisions of any of the contract documents, the former shall be controlling.

19.02 It should also be clearly understood that any payment or failure of the PPA to demand compliance with any of the terms and conditions of this Contract or any act of liberality on the part of the PPA shall not be construed or considered as a waiver on the part of the PPA for the enforcement of this Contract, nor shall it relieve the CONTRACTOR of any of its obligations provided thereunder.

19.03 Under no circumstances shall the PPA be held liable for the payment of any extra work, or extra cost of work, change of work, or change order undertaken without the prior written approval of the PPA to perform said work.

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XX

##### SPECIAL REPRESENTATION

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

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

#### ARTICLE XXI

##### BUDGETARY REQUIREMENT

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

#### ARTICLE XXII

##### EFFECTIVITY

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

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

**PHILIPPINE PORTS AUTHORITY**

By:

By:

Juan C. Sta. Ana  
General Manager

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

Tomas C. Carlos  
Assistant General Manager  
Engineering Office

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, personally appeared the following :

NAME	Proof of Identity	DATE	PLACE
Juan C. Sta. Ana _____	_____ _____	_____ _____	_____ _____

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

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

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

This foregoing instrument is a Contract for the Proposed Installation of Navigational Aids at North Harbor Entrance Channel, consisting of 12 pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_\_\_;