

including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

- (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- 19.4) In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

## **20. Force Majeure, Release From Performance**

- 20.1) For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2) If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried

out before receiving it and for any Work carried out afterwards to which a commitment was made.

- 20.3) If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4) After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
- (a) any sum to which the Contractor is entitled under GCC Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 20.5) The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **21. Resolution of Disputes**

- 21.1) If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2) If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3) Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 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 referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

## **22. Suspension of Loan, Credit, Grant, or Appropriation**

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.

- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 45.1).

**23. Procuring Entity's Representative's Decisions**

- 23.1) Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2) The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative**

- 24.1) All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2) The Contractor shall be responsible for design of Temporary Works.
- 24.3) The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4) The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

**25. Acceleration and Delays Ordered by the Procuring Entity's Representative**

- 25.1) When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2) If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

**26. Extension of the Intended Completion Date**

- 26.1) The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

- 26.2) The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **27. Right to Vary**

- 27.1) The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

- 27.2) Variations shall be valued as follows:

- (a) At a lump sum price agreed between the parties;
- (b) where appropriate, at rates in this Contract;
- (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

## **28. Contractor's Right to Claim**

If the Contractor incurs cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

## **29. Dayworks**

- 29.1) Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2) All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3) The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **30. Early Warning**

- 30.1) The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor

to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 30.2) The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

### **31. Program of Work**

- 31.1) Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2) An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3) The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4) The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5) When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6) All Variations shall be included in updated Program of Work produced by the Contractor.

### **32. Management Conferences**

- 32.1) Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2) The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

### **33. Bill of Quantities**

- 33.1) The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 33.2) The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3) If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4) If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

### **34. Instructions, Inspections and Audits**

- 34.1) The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2) If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3) The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

### **35. Identifying Defects**

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective.

### **36. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **37. Correction of Defects**

- 37.1) The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2) Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3) The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4) The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

**38. Uncorrected Defects**

- 38.1) The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2) The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

**39. Advance Payment**

- 39.1) The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.
- 39.2) The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3) The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4) The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5) The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1).

#### **40. Progress Payments**

- 40.1) The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2) The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3) Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4) The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5) Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **41. Payment Certificates**

- 41.1) The Contractor shall submit to the Procuring Entity's Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 41.2) The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3) The value of Work executed shall:
- (a) be determined by the Procuring Entity's Representative;
  - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
  - (c) include the valuations of approved variations.



- 41.4) The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

## **42. Retention**

- 42.1) The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.1).
- 42.2) 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 Procuring Entity, 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 again be imposed using the rate specified therefor.
- 42.3) The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request 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, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4) On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

## **43. Variation Orders**

- 43.1) Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

- 43.2) A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3) An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4) Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5) In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
  - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.

- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### **44. Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

#### **45. Suspension of Work**

- 45.1) The Procuring Entity 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 the Procuring Entity 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.
- 45.2) The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
  - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in

writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

- (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3) 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 effectivity of the order 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 or non-execution of deed of sale or donation 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 HoPE. 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 escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the 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

SCC Clause	
1.17	The Intended Completion Date is <b>135 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 (adverse weather and sea condition).
1.22	<p>The <b>Works</b> consist of:</p> <ol style="list-style-type: none"> <li>1. Dredging/Excavation of soft to medium dense seabed comprising of compacted clayish sand/soil, pebbles/stones up to designed depth of <b>9.0m below MLLW</b></li> <li>2. Loading of excavated dredging materials into the dumping scow and disposal to designated area as directed by the Project Engineer.</li> <li>3. 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 30.0 kms. away from the project site</li> </ol> </li> </ol>
1.23	<p>The <b>Procuring Entity's Representative</b> is:</p> <p style="text-align: center;"><b>ATTY. MARK JON S. PALOMAR</b> Chairperson, HO-BAC-EP</p> <p style="text-align: center;">5<sup>th</sup> Floor PPA Building Bonifacio Drive, South Harbor, Port Area, Manila</p>
1.24	The <b>Site</b> is located at <b>TACLOBAN CITY, LEYTE</b> and is defined in drawing/s
1.28	The <b>Start Date</b> is the date of receipt of the notice to proceed by the Contractor.
1.31	1. Refer to the Bidder's Responsibilities under 6.1 of ITB-5 and GCC 4 – 5
2.2	<i>None</i>



SCC Clause	
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon mobilization of equipment.
6.5	<p>The Contractor shall employ the following Key Personnel:</p> <ul style="list-style-type: none"> <li>a. Project Manager</li> <li>b. Project Engineer</li> <li>c. Construction Safety and Health Officer</li> <li>d. Foreman</li> <li>e. Others</li> </ul>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10.0	None
12.3	No further instructions.
12.5	One (1) year from the project completion up to final acceptance by PPA.
13.0	<p>No additional provision.</p> <p>If the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
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	<p>The Contractor shall submit the Program of Work to the Procuring Entity's Representative within _____ days of delivery of the Notice of Award.</p>

SCC Clause	
31.3	<p>The period between Program of Work updates is _____ days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is _____ .</p>
34.3	<p>The Funding Source is the Philippine Ports Authority's Corporate Budget for CY 2019.</p>
39.1	<p>The provision on advance payments or mobilization fees in the terms and conditions of all contracts / purchase orders / job orders for goods, services and infrastructure projects that will be signed or executed shall henceforth be excluded.</p>
40.1	<p>No further instructions.</p>
51.1	<p>The date by which operating and maintenance manuals are required is _____.</p> <p>The date by which "as built" drawings are required is _____.</p>
51.2	<p>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is _____.</p>

**SECTION VI**  
**TECHNICAL SPECIFICATIONS**

**PROJECT : PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

**6.01 SCOPE OF WORK**

▪ General Provisions

- To undertake the *PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE*, with an estimated volume to be dredged of **76,600.00 cu.m.** Includes :
  1. Dredging/Excavation of soft to highly dense seabed comprising of clayish sand/soil, pebbles/stones up to the designed depth.
  2. Loading of excavated dredging materials into the loading scow and disposal to designated area as directed by the Project Engineer.
  3. Shall be undertaken on the deep portion of the channel way up to the shallow area.
  4. Must not obstruct the flow of vessel's traffic within the vicinity
  5. Transporting and disposing of dredged materials;;
    - a) Minimum sea level of 20.0 meters
    - b) Minimum distance of 30.0 kms. away from the project site
- The dredging area shall be dredged at the *required depth* as indicated on the Drawing/s.
- 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 constrains, 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 rock breaking/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 CONTRACTOR, PRIOR TO THE START OF DREDGING WORKS, SHALL SECURE DISPOSAL/DUMPING PERMIT AND OTHER RELATED CLEARANCE FROM THE PHILIPPINE COAST GUARD (PCG) OR ANY OTHER GOVERNMENT AGENCY. IT SHALL BE RESPONSIBLE FOR THE PREPARATION OF DOCUMENT/S NEEDED IN ITS APPLICATION OF SAID PERMITS INCLUDING PAYMENT OF CORRESPONDING FEES/CHARGES.
- **THE AUTHORITY DOES NOT GUARANTEE TO KEEP THE PROJECT DREDGING AREA FREE FROM OBSTRUCTIONS.**
- The Contractor shall adjust and 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.
- **IN THE ABSENCE OF A CLEAR GUIDELINES, THE IMPLEMENTING OFFICE (DSD) DOES NOT GUARANTEE THE EXEMPTION OF THE CONTRACTOR FROM PAYMENT OF PORT USAGE FEES/DUES THAT MIGHT BE IMPOSED BY THE PORT/TERMINAL MANAGER.**

### 6.03 DREDGING WORKS

- Description

- This item shall consist for the dredging/removal of highly dense seabed comprising of clayish sand/soil, pebbles/stones and highly compacted materials at **SAN PEDRO BAY, TACLOBAN PORT, LEYTE** in conformity with the dimensions shown in hydro survey plan or as established by the PPA Engineer with coordination with the **PMO-Eastern Leyte**.
- The dredged materials shall be transferred / dispose to designated disposal site.

- Progress of Work

- Upon mobilizing sufficient labors, materials, plants and dredging equipment and as *time is of essence*, the Contractor shall work at a minimum of **Fourteen Hours (14) per day** 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.

#### **6.04 WORK DURATION & ESTIMATED QUANTITIES**

- The dredging works shall be completed within **ONE HUNDRED THIRTY-FIVE (135) CALENDAR DAYS (inclusive of Sundays, Holidays and Unworkable days)**.
- The estimated quantity of dredging materials necessary to be removed is **76,600.00 cu.m.**

#### **6.05 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.

#### **6.06 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.

**6.07 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.

**6.08 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 MAY BE PAID FOR, BUT SUBJECT TO THE AVAILABILITY OF FUND AND IN ACCORDANCE OF IRR-E OF R.A. 9184.
  - NO OVER-DREDGED PAYMENT SHALL BE MADE ON PROGRESS-DREDGING ACCOMPLISHMENT.
- 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.
- The dredging of **SAN PEDRO BAY, TACLOBAN PORT, LEYTE** calls for a vertical accuracy of (+/-) 0.30 meter.
- 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.

**6.09 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 **MANUALLY CALCULATED** and in the metric system using the **"END AREA METHOD"**.
- **COMPUTATION OF PROGRESS-DREDGING VOLUME ACCOMPLISHMENT SHALL NOT INCLUDE THE ALLOWABLE OVER-DREDGED OF 0.30 METERS.**
- 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.

#### 6.010 **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 less than 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.**

#### 6.011 **TECHNICAL SPECIFICATION**

DESIGN DREDGING DEPTH : (see attached hydro plan)	-	See attached Survey Plan
TOTAL ESTIMATED VOLUME	-	76,600.00 cu. m.
APPROXIMATE DREDGING AREA	-	See attached Survey Plan
▪ WIDTH	-	See attached Survey Plan
▪ LENGTH	-	See attached Survey Plan
DREDGING SOIL COMPOSITION	-	Soft to Highly Dense seabed Comprising of Compacted Clayish Sand/Soil, Pebbles/Stones



**SECTION VII**  
**PROJECT DRAWINGS**  
**(DEVELOPMENT PLANS)**

**SECTION VIII**  
**BILL OF QUANTITIES**  
**AND**  
**ATTACHMENTS**

**BILL OF QUANTITIES**  
**PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

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		
TOTAL FOR BILL NO. 1 - GENERAL EXPENSES					

**BILL OF QUANTITIES**  
**PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

<b>NO.</b> <b>(1)</b>	<b>DESCRIPTION OF WORK</b> <b>(2)</b>	<b>UNIT</b> <b>(3)</b>	<b>QTY.</b> <b>(4)</b>	<b>UNIT PRICE</b> <b>(Pesos)</b> <b>(5)</b>	<b>AMOUNT</b> <b>(Pesos)</b> <b>(4) x (5)</b>
<b>BILL NO. 2</b>	<b>DREDGING WORKS</b>				
<b>2.01</b>	Dredging and Disposal of Dredged Materials.	cu. m.	76,600.00		
<b>TOTAL FOR BILL NO. 2 - DREDGING WORKS</b>					

**BILL OF QUANTITIES**  
**PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

<b>NO. (1)</b>	<b>DESCRIPTION OF WORK (2)</b>	<b>UNIT (3)</b>	<b>QTY. (4)</b>	<b>UNIT PRICE (Pesos) (5)</b>	<b>AMOUNT (Pesos) (4) x (5)</b>
<b>BILL NO. 3</b>	<b>REIMBURSABLE ITEMS</b>				
3.01	Provide Office and Survey Equipment	l.s.	1.00		
<b>TOTAL FOR BILL NO. 3 - REIMBURSABLE ITEMS</b>					

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

**PROJECT NAME : PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

**LOCATION : SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

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 – DREDGING AND DISPOSAL**

**Item 2.01 Dredging of Maneuvering Areas and disposal of dredged materials to the designated area as directed by the Engineer.**

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, handling, *Port Charges and Other Expenses/Fees* related to the execution of dredging and disposal works.

**BILL NO. 3 - REIMBURSABLE ITEMS**

**Item 3.01 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 NAME :** *PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE*

**LOCATION :** *SAN PEDRO BAY, TACLOBAN PORT, LEYTE*

### **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, portable 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 and survey 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 procured equipment shall be the property of PPA. Operation and maintenance shall be borne by PPA after the completion of the project.

- 1 lot Desktop Computer System & accessories, including License OS Software**

Description/Specifications:

Intel Quad Core i7-4790 Processor - 3.6GHz  
 Processor : 3.50 GHz Intel Core i7  
 RAM : 8 GB SDRAM DDR3  
 Hard Drive : 2 TB HDD 7200 rpm  
 Operating System : Windows 7 Professional-64 Bit  
 Processor Brand : Intel  
 Computer Memory Type : DDR3 SDRAM  
 Optical Drive Type : BluRay DVD  
 4GB GTX745 Dedicated Graphics  
 Includes: Computer, Power cable, Keyboard and Mouse (USB wired)  
 DVI-VGA Dongle  
 SOFTWARES : AUTO-CAD LT  
**AUTOMATIC VOLTAGE REGULATOR**

- 1 unit Wi-Fi DUPLEX ALL-IN-ONE INK TANK (OFFICE) PRINTER**
- Automatic Duplex
  - Print speed up to 32ppm / 20ppm
  - Fax and ADF capability
  - Ethernet & Wi-Fi Direct
  - 2 years or 80,000 prints
- 1 unit AutoCad LT Software (3 years subscription)**

**MINIMUM EQUIPMENT REQUIREMENT**

**PROJECT NAME : *PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE***

**LOCATION : *SAN PEDRO BAY, TACLOBAN PORT, LEYTE***

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- I. **ONE (1) UNIT SELF-PROPELLED GRAB TYPE DREDGER**, min GW 450 tons with mechanically or electrically-driven 60T crane and multiple line heavy duty rock/sand grab bucket of 4.0 cu.m. capacity with cutting teeth and 500 cu.m. hopper capacity;  
(Owned)

**OR**

- II. **ONE (1) UNIT NON-PROPELLED CRANE BARGE (GRAB TYPE DREDGER)**, min GW 450 tons with mechanically or electrically-driven 60T crane (min) and multiple line heavy duty rock/sand grab bucket of 4.0 cu.m. capacity with cutting teeth and 500 cu.m. loading capacity;  
(Owned)

**ONE (1) UNIT TUGBOAT, 550 HP;**  
(Owned or Leased)

**OR**

- III. **ONE (1) UNIT NON-PROPELLED CRANE BARGE, (GRAB TYPE DREDGER)**; min GW 450 tons with mechanically or electrically-driven 60T crane (min) and multiple line heavy duty rock/sand grab bucket of 4.0 cu.m. capacity with cutting teeth;  
(Owned)

**ONE (1) UNIT Tugboat, 550 hp;**  
(Owned or Leased)

**ONE (1) UNIT Non-propelled Hopper/Loading Barge, 300 cu.m. capacity each;**  
(Owned or Leased)



# **SECTION IX**

## **BIDDING FORMS**

# BID FORM

Date: \_\_\_\_\_  
ITB No. \_\_\_\_\_ 2019

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 SAN PEDRO BAY, TACLOBAN PORT, LEYTE**;
- 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 below is:

BILL NO	DESCRIPTION	TOTAL AMOUNT
1	GENERAL EXPENSES	₱
2	DREDGING WORKS	
3	REIMBURSABLE ITEMS	
	<b>TOTAL AMOUNT OF BID (including VAT)</b>	₱

The discounts offered and the methodology for their application are \_\_\_\_\_:

- 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.
- j. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE.***
- k. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

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

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

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

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

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS,  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN NATURE**

Name of the Contract or Title Of the Project 1]	Owner's Name and Address	Nature/ Scope of Work 2]	Contractor's Role (in percentage) 3]	Total Contract Value At			Date of Award 5]	Value of Outstanding Works	Estimated Time of Completion	% of Accomplishment		Contract Duration	
				Award	Project Completion Date	Escalated Value to Present Prices 4]				Planned	Actual	Start	Completed
A) Government Contracts i. On-going ii. Awarded but not yet started B) Private Contracts i. On-going ii. Awarded but not yet started													

**NOTE :**

- 1] As appearing or defined in the contract entered/executed by the parties
- 2] With special reference to the Scope of Works as described/enumerated in the advertised Invitation To Bid.
- 3] Indicate whether as Sole Contractor, Sub-Contractor or Member in a Joint Venture / Consortium
- 4] Indicate the FOREX used if Contract Value is expressed in a currency other than the Philippine Peso. Specify the "Escalation Factor" used to escalate the Contract Value from completion date to the advertisement date of the Invitation to Bid per section 23.11.2 (3) of R.A. 9184.
- 5] State Month and Year.

This notice shall be supported by:

- a) Notice of Award and/or Contract
- b) Notice to Proceed

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

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

\_\_\_\_\_  
Date

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Name of the Contract or Title Of the Project	Owner's Name and Address	Nature/ Scope of Work	Contractor's Role and Percentage of Participation	Total Contract Value At			Date of Award	Value of Outstanding Works	Contract Duration	
				Award	Project Completion Date	Escalated Value to Present Prices			Start	Completed

NOTE :

- 1] The prospective bidder must have completed as SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer indices, must be at least fifty percent (50%) of the ABC to be bid.
- 2] This Statement shall be supported by:

a) Notice of Award and/or Notice to Proceed.

b) Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor. Construction Performance Evaluation System (CPES) Final Rating, which must be at least satisfactorily.

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

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

\_\_\_\_\_  
Date

EXPERIENCE RECORD ON SIMILARLY COMPLETED PROJECTS

Similar Major Operations of Work	Unit of Measure	Quantity	Title of the Project				Unit of Measure	Quantity
			Title of the Project	Title of the Project	Title of the Project	Title of the Project		
EXPERIENCED & ACCREDITED IN PORTS, HARBORS, & OFFSHORE ENGINEERING PROJECTS:  - PARTICULARLY IN DREDGING AND OPEN SEA DISPOSAL OF DREDGED MATERIALS	cu.m.	38,300						

NOTE: 1] Submit the Certificate of Completion/Certificate of Acceptance by the project owner, Final Recapitulation/Bill of Quantities and/or Constructor Performance Evaluation System (CPES) ratings, 1<sup>st</sup>, 2<sup>nd</sup> & Final visit (if applicable). Projects with no Certificate of Completion/Acceptance and Recapitulation/Bill of Quantities shall not be considered.

2] The Owner's Certificate of Final Acceptance; or the Contractors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be Satisfactorily.

Name of Firm/Applicant \_\_\_\_\_ Authorized Signing Official \_\_\_\_\_ Date \_\_\_\_\_

**FINANCIAL DATA**

- A. The prospective bidder's audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

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

- B. The computation of the bidders Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid, as follows.

NFCC = [ (current assets minus current liabilities) (15) ] 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.

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

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

\_\_\_\_\_  
Name of 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, are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (Years) <sup>1]</sup>	Total Experience in the Position (Years)	Attachment(s)	Annex(es)
Project Manager					PRC License (CE/ME/GE Preferred) Complete Qualification and Experience Data Certificate of Commitment	Annex " "
Project Engineer					PRC License (CE/ME/GE 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					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 \_\_\_\_\_

REVISED FORM (January 2011)



## 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 2j	Owned, Leased and/or under purchase agreement 1j	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

REVISED FORM (January 2011)

**OMNIBUS SWORN STATEMENT FOR SOLE PROPRIETORSHIP**

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 sole proprietor of (Name of Bidder) with office address at \_\_\_\_\_:
2. As the owner and sole proprietor or authorized representative of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE*** 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 or the end – user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding 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 **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE;**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**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 to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE** of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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

## OMNIBUS SWORN STATEMENT FOR PARTNERSHIP OR COOPERATIVE

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 (Address);
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE** of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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

**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 to participate, submit the bid, and to sign and execute the ensuing contract for **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE** of the Philippine Ports Authority, accompanied by the duly notarized Special Power of Attorney, Board Resolution, or Secretary's Certificate (whichever is applicable);
3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government / foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 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 contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and



- d) Inquire or secure Supplemental / Bid Bulletin(s) issued for the **PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE;**

9. (Name of Bidder) did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Book No. \_\_\_\_\_

Series of \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_)S.S.

BID-SECURING DECLARATION  
Invitation to Bid No. \_\_\_\_\_

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

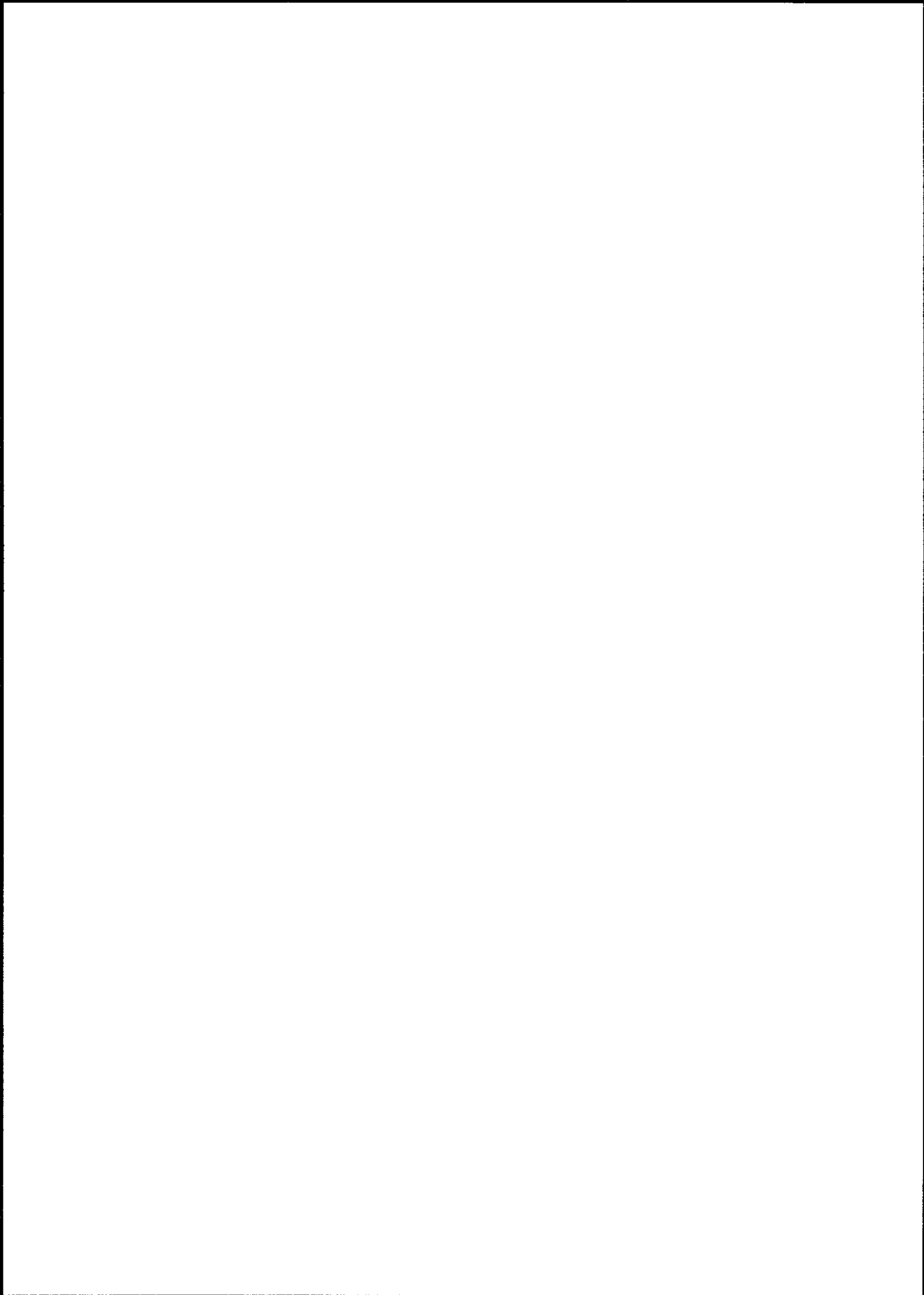
\_\_\_\_\_  
Name of Bidder's Authorized Representative  
(Signatory's Legal Capacity)  
AFFIANT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Philippines. Affiant is one personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 1-8-03-SC). Affiant/s exhibited to me his/her/their valid government identification card/s and/or valid former photograph and signature according to Rule 108B no. \_\_\_\_\_.

Witness my hand and seal on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NAME OF NOTARY PUBLIC

Secretary of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Roll of Returns for \_\_\_\_\_  
PTR No. \_\_\_\_\_ (date issued) \_\_\_\_\_ (date issued)  
IBF No. \_\_\_\_\_ (date issued) \_\_\_\_\_ (date issued)  
Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_



SAN PEDRO DE V. MOLONA; PORT OF V. M.

#### MINIMUM SCOPE OF BREEDING METHODOLOGY:

## DEFINITIONS

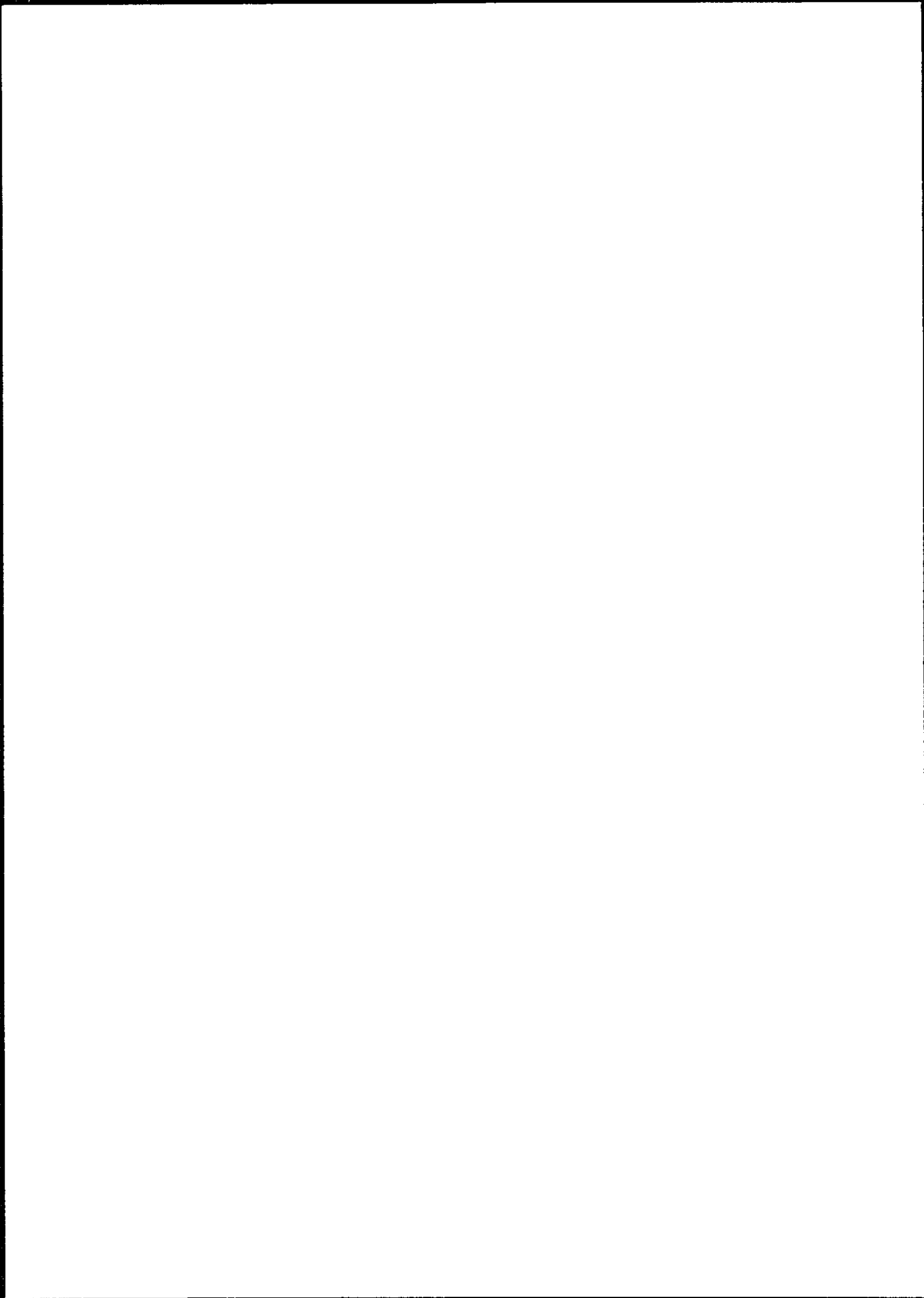
- Dredging/Excavation of the existing seabed up to the required dumping zone or else of soft to high dense seabed consisting of clay/sand/silt, pebbles/stones.
- Loading of excavated dredging materials into the dumping barge and disposal to designated area as directed by the Project Engineer.
- Dredging works (SEE ALSO THE TECHNICAL SPECIFICATION AT SECTION VI)
  - Shall be done taking on the deep portion of the channel way up to the shallow area.
  - Must not obstruct the flow of vessels traffic within the vicinity.
- Estimated Dredging Area: See Section 7.3 hydrographic survey plan
- Designed Depth: See Section 7.5 hydrographic survey plan
- Estimated volume to be dredged: 75 300 cu m

03705A. (Orig: San Diego)

- \* If necessary, use of existing or dredged materials
- \* Minimum pile, or 15.0 meters
- \* Minimum clearance of 16.0 kms. away from the project site
- \* Must not obstruct the flow of vessel traffic within the vicinity.

## NOTES

(Attachment 1) Small Group  
 50 minutes



# MANPOWER SCHEDULE

Name of Project

PROPOSED DREDGING OF SAN PEDRO BAY, TAGLOGAN PORT, LG 178

Proposed Project Description

DREDGING OF MANEUVERING AREA AND DISPOSAL OF EXCAVATED MATERIALS

Location

SAN PEDRO BAY, TAGLOGAN PORT, LG 178

Contract Duration

MANPOWER  
 (Maximum)

135 Calendar days

1 2 3 4 5 6 7 8 9 10 11 12

Project  
 Manager

\_\_\_\_\_

Project  
 Engineer

\_\_\_\_\_

Survey Officer

\_\_\_\_\_

Inspector

\_\_\_\_\_

Specify other personnel and their duties

\_\_\_\_\_

1)

\_\_\_\_\_

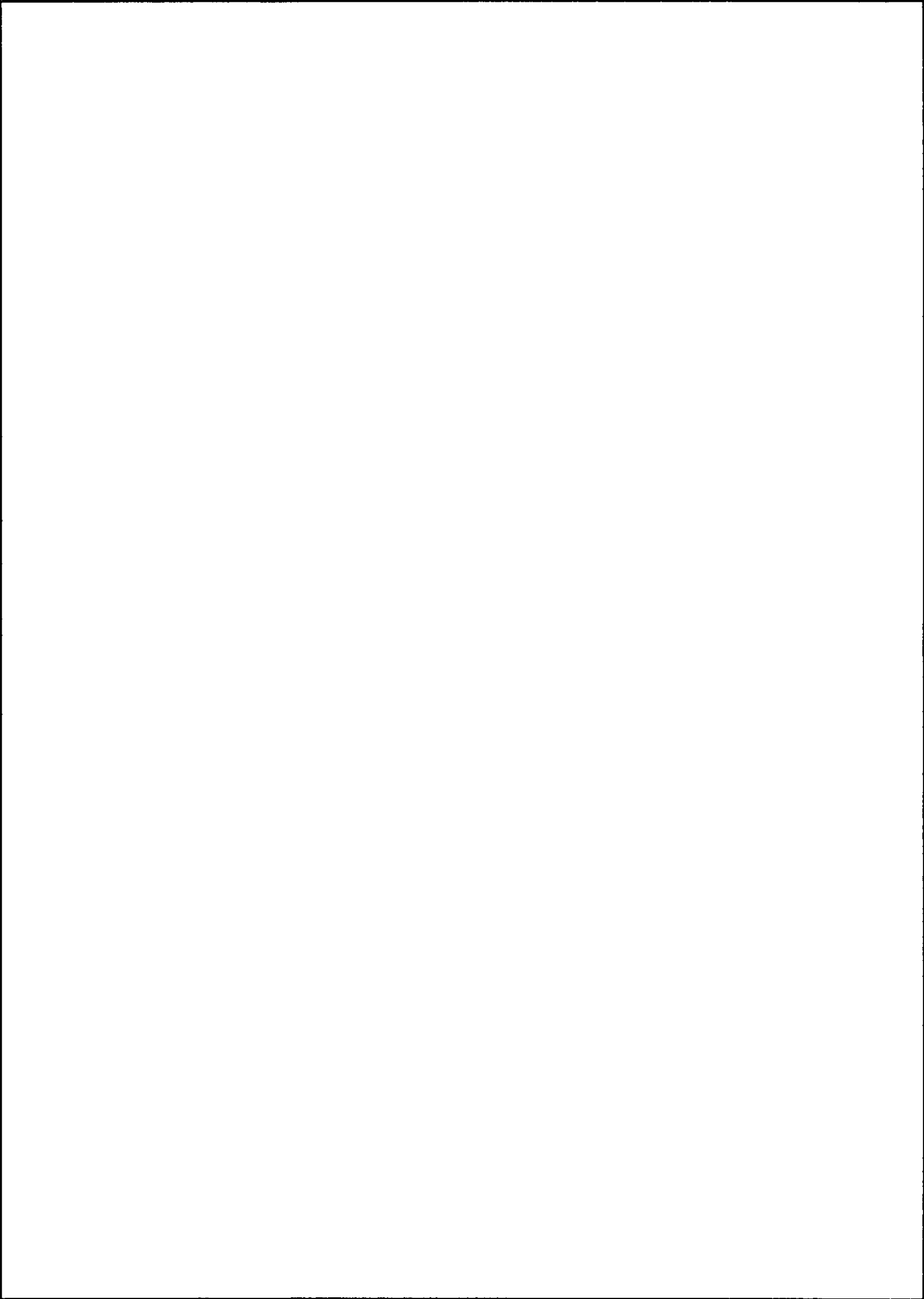
2)

\_\_\_\_\_

3) Chief

\_\_\_\_\_

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





# EQUIPMENT UTILIZATION SCHEDULE

Name of Project :

PROPOSED DREDGING OF SAN PEDRO BAY, TAGLOBAN PORT, LEYTE

Proposed Project Description :

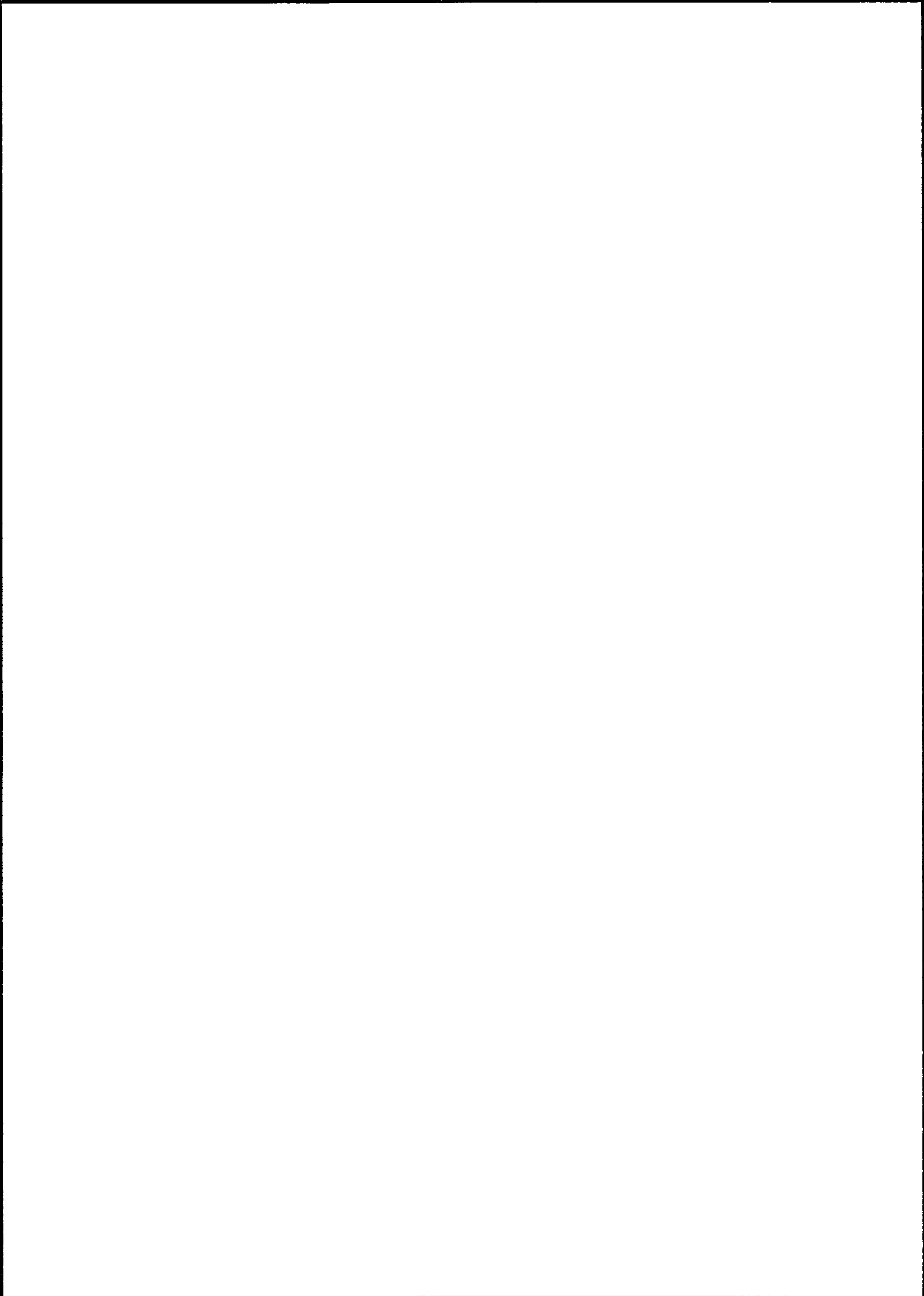
DREDGING OF MANEUVERING AREA AND DISPOSAL OF DREDGED MATERIALS

Location:

SAN PEDRO BAY, TAGLOBAN PORT, LEYTE

EQUIPMENT (Minimum)	Number Of Units	Contract Duration				
		135 Calendar days				
		30	60	90	120	135
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Signature  
 (Authorized Signing Officer)



### CASHFLOW BY QUARTER AND PAYMENT SCHEDULE

Name of Project :

# PROPOSED DREDGING OF SAN PEDRO BAY, TACLOBAN PORT, LEYTE

Proposed Project Description :

## DREDGING OF MANEUVERING AREA AND DISPOSAL OF DREDGED MATERIALS

Location

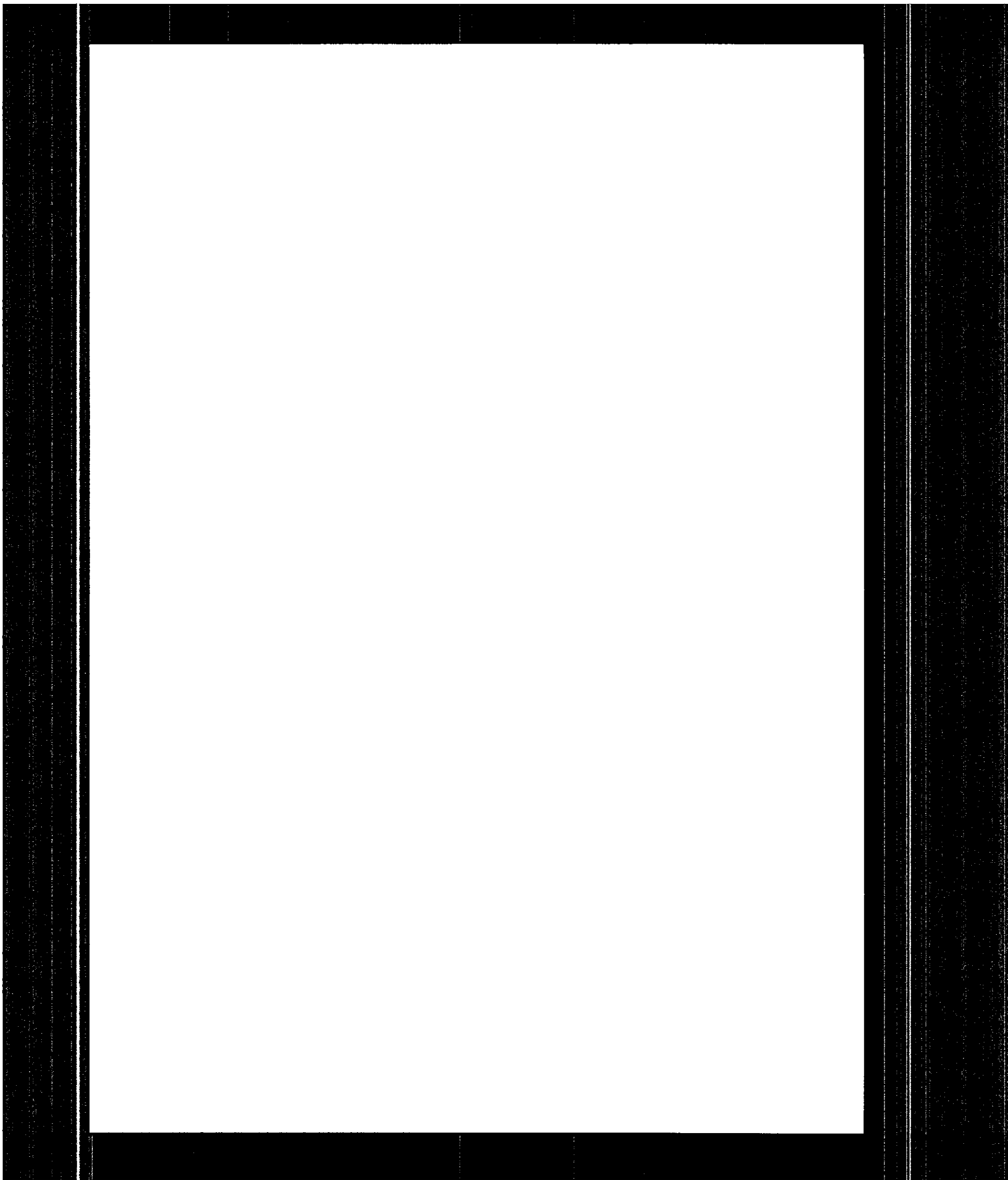
SAN PEDRO BAY, TACLOBAN PORT, LEYTE

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## NOTES

- The cash flow by quarter and payment schedule should be consistent with the Bar Chart and S-curve
- 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 FORM



## 00072540

102112

PHILIPPINE PORTS AUTHORITY - a government instrumentality created under Presidential Decree No. 867, as amended with principal office at PPA Building, Seaside Drive, South Harbor, Port Area Manila, registered herein by its duly authorized General Manager JAY DANIEL R. SANTIAGO and corporate registration at PPA.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

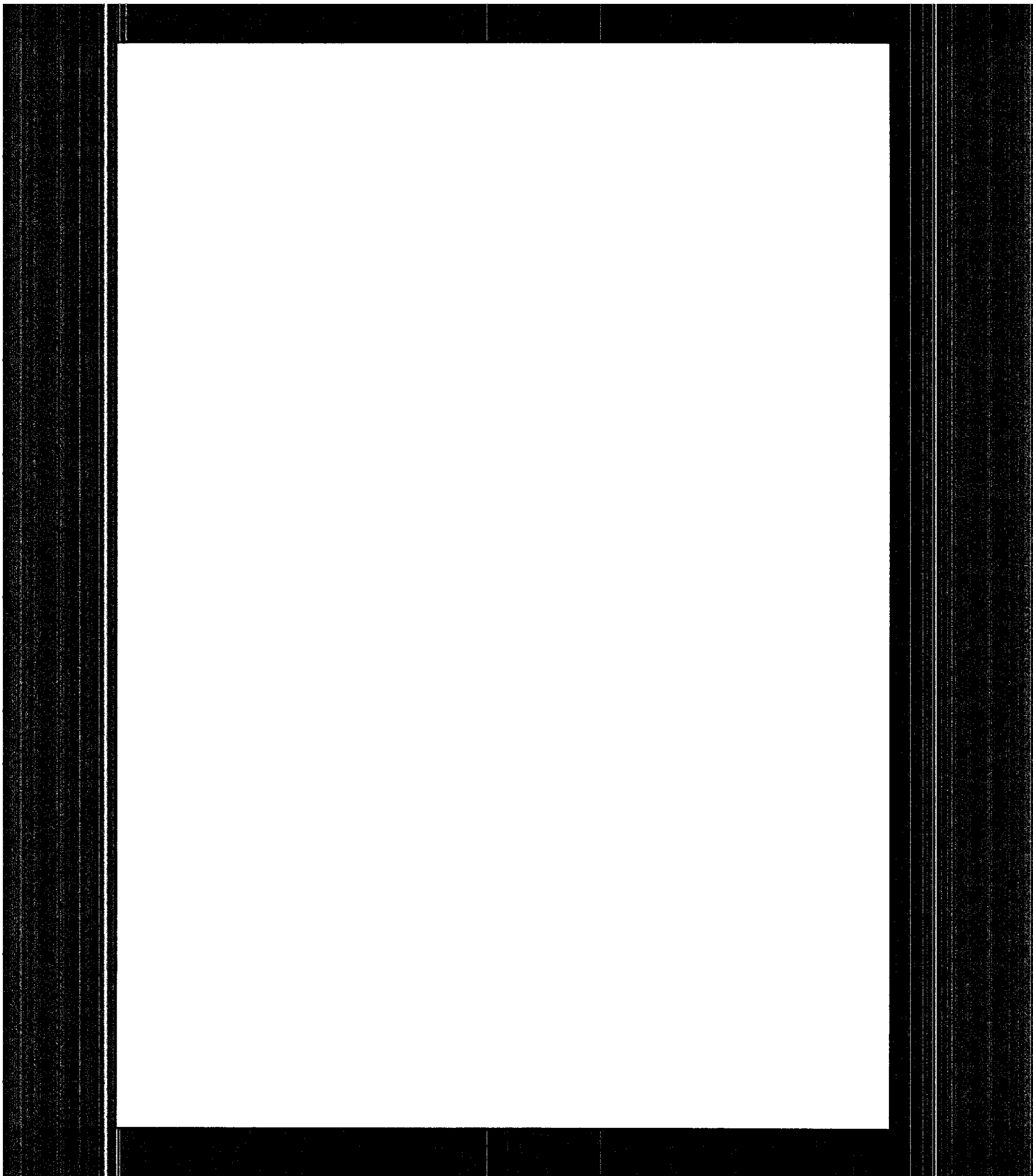
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OneNET is a member of Red Hat's RHEL and is 100% implementing RHEL and Red Hat's RHEL. RHEL advanced a concept in the RHEL world and Red Hat's as well as a 100% based on Red Hat's RHEL.

WHEREAS, in response to the 100th anniversary of the 1917 act, the signers submitted their respective letters to the President, jointly:

[illegible]

OFFEROR'S proposal is made under B-1 Resolution No. \_\_\_\_\_ of \_\_\_\_\_ Board of \_\_\_\_\_  
award of contract will make to the CONTRACTOR in a Notice of Award dated \_\_\_\_\_ in  
the amount of \_\_\_\_\_ Dollars; with submission of the required  
documents with a the prescribed bond and comply with the conditions stipulated in the 'B-1'

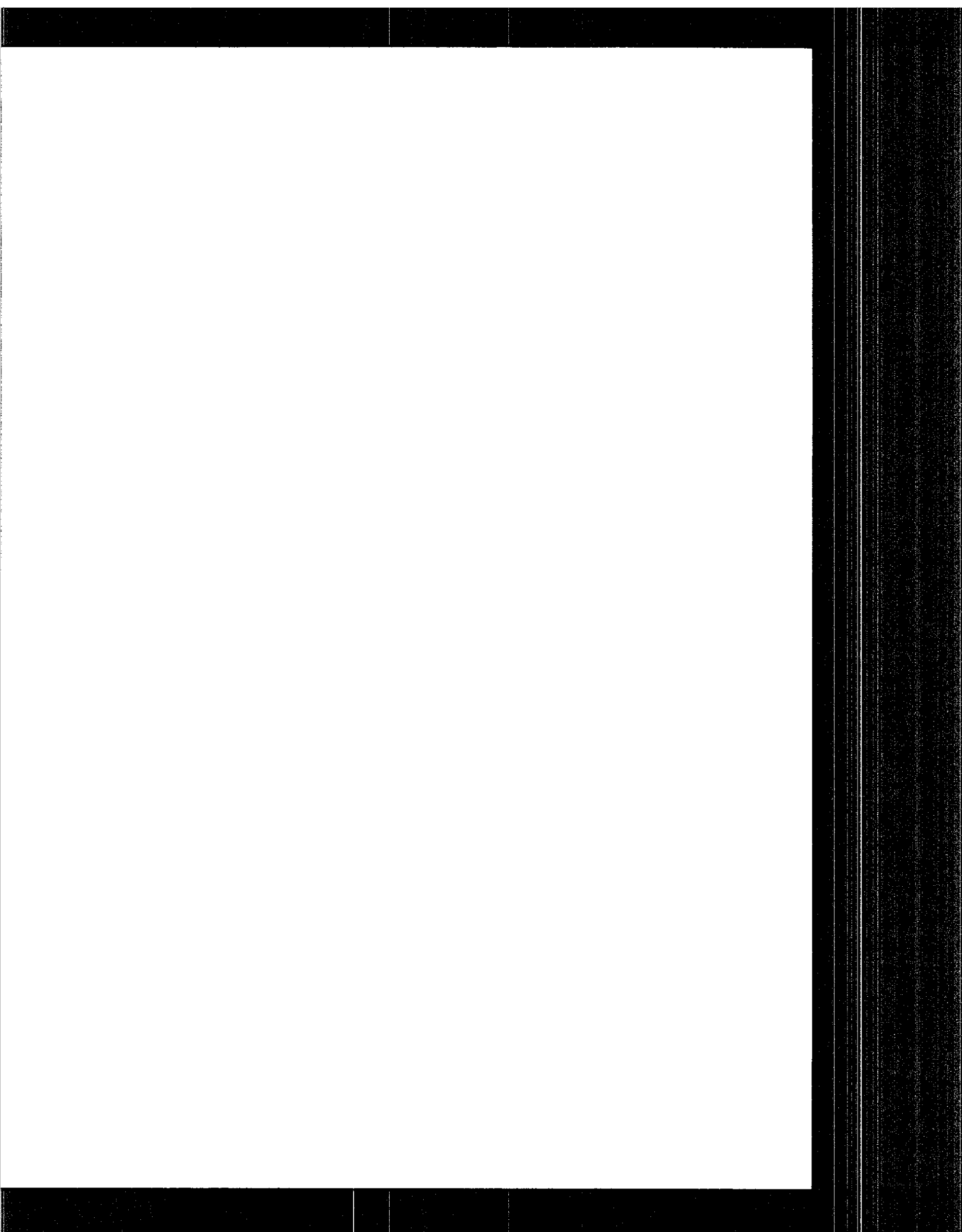




WAFERDAG and DENTRODOR have accepted the above by signing its Confirmer on the said Notice of Award.

NOTA: DENTRODOR has also in consideration of the foregoing premises and the nature of stipulations made in Award 874 and the DENTRODOR have agreed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the previous Contract Documents.
2. The following covenants shall form part of this Contract:
  - a. The minimum installation of the following:
    1. Foundation & Bldg.
    2. Foundation & Bldg.
    3. The Main Floor
    4. General Conditions of Contract
    5. Special Conditions of Contract
    6. Specifications
    7. Bill of Materials
    8. Award and the Bill of Materials & Bill of Materials
  - b. Foundation and Bldg. Materials
  - c. Performance Security
  - d. Award of Award of Contract with the Confirmer's Certificate of Award and
  - e. Other not yet determined that may be required to award the Award and Bill of Materials
  - f. Construction Schedule and Bill of Materials
  - g. Construction Schedule
  - h. Construction Materials
  - i. Construction Materials Schedule
  - j. Construction Materials and Award Program awarded by the DENTRODOR
  - k. Bill of Materials
  - l. Bill of Materials and Award Program awarded by the DENTRODOR
  - m. Bill of Materials and Award Program awarded by the DENTRODOR
  - n. Bill of Materials and Award Program awarded by the DENTRODOR
  - o. Bill of Materials and Award Program awarded by the DENTRODOR
  - p. Bill of Materials and Award Program awarded by the DENTRODOR
  - q. Bill of Materials and Award Program awarded by the DENTRODOR
  - r. Bill of Materials and Award Program awarded by the DENTRODOR
  - s. Bill of Materials and Award Program awarded by the DENTRODOR
  - t. Bill of Materials and Award Program awarded by the DENTRODOR
  - u. Bill of Materials and Award Program awarded by the DENTRODOR
  - v. Bill of Materials and Award Program awarded by the DENTRODOR
  - w. Bill of Materials and Award Program awarded by the DENTRODOR
  - x. Bill of Materials and Award Program awarded by the DENTRODOR
  - y. Bill of Materials and Award Program awarded by the DENTRODOR
  - z. Bill of Materials and Award Program awarded by the DENTRODOR



6. In consideration of the payments to be made by FPA, the CONTRACTOR agrees to complete the Work and remedy any defects therein in conformity with the provisions of this Contract and Contract Documents.

7. In consideration of the execution and completion of the Work and remedying any defects therein, FPA agrees to pay the Contract Price or such other sum as may become payable under the provisions of this Contract and Contract Documents.

8. This Contract shall become of force and effect when it shall have been signed by the parties herein.

9. WITNESSED AND SIGNED the Parties hereunto signed this Contract on the date and place first hereunder set forth.

PHILIPPAE PLUMBS AUTHORITY

BY: \_\_\_\_\_

S.

JAY DANIEL R. SANTIAGO  
General Manager

WITNESSED

\_\_\_\_\_

ACKNOWLEDGMENT

\_\_\_\_\_

