



Republic of the Philippines

DEPARTMENT OF PUBLIC WORKS & HIGHWAYS

**Misamis Occidental 1<sup>st</sup> DEO**

Lower Lamac, Oroquieta City, Misamis Occidental

## BIDDING DOCUMENTS

FOR

PROCUREMENT ID/CONTRACT ID : **25KI0072**

CONTRACT NAME : **Concreting of Brgy Locus Road,  
Sapang Dalaga, Misamis Occidental**

CONTRACT LOCATION : **Brgy Locus, Sapang Dalaga,  
Misamis Occidental**

Date of Opening of Bids : **August 14, 2025**

Start Date for Issuance of Bidding Documents: **July 21, 2025**

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Section I.

**INVITATION TO BID (IB):**

*(Advertised in the Manila Times and Posted in the DPWH Website  
and PHILGEPS)*



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**MISAMIS OCCIDENTAL 1<sup>ST</sup> DISTRICT ENGINEERING OFFICE**  
Lower Lamac, Oroquieta City, Region X

## INVITATION TO BID

For

### Concreting of Brgy Locus Road, Sapang Dalaga, Misamis Occidental

The DPWH Misamis Occidental 1<sup>st</sup> District Engineering Office, Oroquieta City, through the **FY 2024 PAMANA PROGRAM** intends to apply the sum **Forty-Seven Million Two Hundred Sixty-Two Thousand Five Hundred pesos only (P 47,262,500.00)** being the **Approved Budget for the Contract (ABC)** to payments under the contract for **25KI0072: Concreting of Brgy Locus Road, Sapang Dalaga, Misamis Occidental**

1. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DPWH Misamis Occidental 1<sup>st</sup> District Engineering Office, Oroquieta City, through its Bids and Awards Committee now invites bids for the hereunder Works:

Name of Contract	:	Concreting of Brgy Locus Road, Sapang Dalaga, Misamis Occidental
Contract ID No.	:	25KI0072
Locations	:	Brgy Locus, Sapang Dalaga, Misamis Occidental
Scope of Works	:	Road Concreting
Approved Budget for the Contract	:	P 47,262,500.00
Contract Duration	:	258 CD

3. Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with PCAB LICENSE **Category of B** for **Classification GE-1; Size Range Medium A**. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Annex II-1.1 B Section II and III of Bidding Documents.

Contractors/applicants who wish to participate in this bidding are encouraged to enroll in the DPWH Civil Works Application (CWA) at the DPWH Procurement Service (PrS), 5<sup>th</sup> Floor, DPWH Bldg., Bonifacio Drive, Port Area, Manila, while those already enrolled shall keep their records current and updated. The Contractor's eligibility to bid on the project will be determined using the DPWH Contractor Profile Eligibility Process (CPEP) and subject for further post-qualification. Information on registration can be obtained from the PrS during working weekdays from 7:00 am to 4:00 pm at the DPWH website [www.dpwh.gov.ph](http://www.dpwh.gov.ph).

4. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act". The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.
5. Interested Bidders may obtain further information from the DPWH Misamis Occidental 1<sup>st</sup> District Engineering Office and inspect the Bidding Documents at Brgy. Lower Lamac, Oroquieta City during weekdays from 8:00 am to 5:00 pm
6. A complete set of Bidding Documents may be acquired by interested bidders on **July 21, 2025 – August 14, 2025** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty- Five Thousand Pesos (P 25,000.00)**.
7. It may also be downloaded free of charge from website of the Philippine Government Electronic Procurement System (PhilGEPS), and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

8. The DPWH Misamis Occidental 1st District Engineering Office, Oroquieta City will hold a **Pre-Bid Conference** on **July 31, 2025 at 10:00 AM** at DPWH Conference Room, which shall be open to prospective bidders.

*Note: online streaming of Pre-Bid Conference of the said date and time will be seen at Facebook page. "DPWH Misamis Occidental 1<sup>st</sup> DEO – BAC"*

9. Bid submission
10. maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. Similar to manual submission, the guidelines for the preparation and submission of an electronic bid are contained in the **BDS**.
11. Bids must be duly received by the BAC Secretariat at the address below for manual submission or at (Email address: **electronicbids\_misamisoccidental1@dpwh.gov.ph.**) for electronic submission on or before **August 14, 2025 until 9:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
12. Bid Opening shall be on **August 14, 2025 at 9:00 AM** at DPWH conference room. Bids will be opened in the presence of the bidders' representative who choose to attend at the address below. Late bids shall not be accepted.
13. The DPWH Misamis Occidental 1<sup>st</sup> DEO, Oroquieta City reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
14. For further information, please refer to:

**CHANE L. QUIÑON**

Head, BAC-Secretariat  
DPWH – Mis. Occ. 1<sup>st</sup> DEO, Oroquieta City  
Tel. no.: n/a  
Email address: [dpwhpru\\_1stdeo@yahoo.com](mailto:dpwhpru_1stdeo@yahoo.com)

**GEORGIE L. RUELAN**

BAC Chairperson  
DPWH – Mis. Occ. 1<sup>st</sup> DEO, Oroquieta City  
Tel no.: n/a  
Email address: [dpwhpru\\_1stdeo@yahoo.com](mailto:dpwhpru_1stdeo@yahoo.com)

ITB Date of Issue: July 21, 2025

Approved by:

**GEORGIE L. RUELAN**

BAC Chairperson

Date of Publication: July 21-27, 2025  
R10 15 BAC/ELN/CLQ

Section II.

**ELIGIBILITY REQUIREMENTS (ER)**

## ELIGIBILITY REQUIREMENTS

1. Unless otherwise indicated in the Instructions to Bidders (ITB), the prospective bidder must meet the following Eligibility Requirements (ER) for purposes of determining by the DPWH the eligibility of the bidder for the contract to be procured:

- Submission of Class “A” and Class “B” Documents

To participate in the bidding for an infrastructure contract in the DPWH, a contractor/ bidder must submit to the BAC of the Procuring Entity, not later than the deadline for the submission of bids or simultaneously with the submission of its bid for the contract, the following Class “A” and Class “B” Documents as embodied in the Contractor’s Confidential Application Statement for Registration or CCASR (Form DPWH-INFR-05) (IRR Section 23.1). The submission of these Documents is required only of contractors that are not yet enrolled in the DPWH Civil Works Registry (CWR); there is no need for a contractor already enrolled in the CWR Registry to submit the same Documents. Prior enrolment or registration of a contractor with the CWR, however, is not a prerequisite to the submission of bids for a specific contract.

Class “A” Documents (IRR Section 23.1a):

(1) Legal Documents

- (a) Registration certificate from the Securities and Exchange Commission (SEC) in the case of a Partnership or Corporation, or from the Department of Trade and Industry (DTI) in the case of a Single Proprietorship, or from the Cooperatives Development Authority in the case of a cooperative.
- (b) Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- (c) Tax Clearance per Executive Order (EO) No. 298, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

(2) Technical Documents

- (a) Valid PCAB license and registration for the type and cost of contract to be procured. In the case of a joint venture, the license and registration must be those of the joint venture, not of any of its members.
- (b) Record of the prospective bidder’s completed contracts, both government and private, including the following information for each contract:
  - i. Contract ID, name and location.
  - ii. Contract start and actual completion dates.
  - iii. Owner’s name and address.
  - iv. Nature of work and size/dimensions.

- v. Contractor's role (whether sole contractor, sub-contractor, or partner in a joint venture), specific components or aspects of the work done by it, and its participation percentage.
- vi. Total as-built cost at completion.

Bidder's single largest completed contract similar to the contract to be procured. (During the Eligibility Check of bids submitted for the contract to be procured, the CWR program will automatically identify the Bidder's SLCC similar to the contract to be bid from the Bidder's record of completed contracts in the CWR.)

- (c) Record of the prospective bidder's on-going contracts, including awarded but not yet started, both in government and the private sector, indicating the following information for each contract.
  - i. Contract ID, name and location.
  - ii. Contract start and completion date.
  - iii. Owner's name and address.
  - iv. Nature of work and size/dimension.
  - v. Contractor's role, specific components or aspects of the work done by it, and participation percentage.
  - vi. Percentage work accomplished.
  - vii. Percentage time elapsed.

### (3) Financial Documents

- (a) The prospective bidder's Audited Financial Statement (AFS), stamped "received" by the BIR or its duly accredited and authorized institution, for the immediately preceding calendar year, showing, among other things, the prospective bidder's total and current assets and liabilities.
- (b) The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC).

To facilitate determination of eligibility, the BAC of a Procuring Entity shall use the contents of the PhilGEPS electronic registry of contractors (IRR Section 23.3).

All bidders shall maintain a current and updated file of their Class "A" Documents, and shall submit the PhilGEPS Certificate of Registration and Membership to the Procuring Entity, in lieu of the said Documents. In case such PhilGEPS Certificate covers only part of the Class "A" Documents, the contractor shall be required to submit to the DPWH Procuring Entity all other documents under the above ER which are not covered by the said Certificate. For foreign bidders, the foregoing documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct (IRR Section 8.5.2).

### Class "B" Document (IRR Section 23.1b)

For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

For Infrastructure Projects, JV bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

- Legal Requirements for Eligibility

The prospective bidder must be either of the following:

- (1) A Filipino citizen/sole proprietorship.
- (2) A partnership duly organized under the laws of the Philippines and of which at least seventy-five percent (75%) of the interest belongs to citizens of the Philippines.
- (3) A corporation duly organized under the laws of the Philippines and of which at least seventy five (75%) of the outstanding capital stock belongs to citizens of the Philippines.
- (4) A cooperative duly registered with Cooperative Development Authority.
- (5) Persons/entities forming themselves into a joint venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract, provided that, in accordance with the President's Letter of Instructions No. 630, Filipino ownership or interest in the JV concerned shall be at least seventy-five (75%); provided, further, that JVs in which Filipino ownership or interest is less than seventy-five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy-five percent (75%) Filipino ownership requirement; and provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty-five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the JV as specified in their joint venture agreement (JVA).

- Technical Requirements for Eligibility

- (1) PCAB License

For this particular contract to be bid, the prospective bidder must possess a valid license issued by the Philippine Contractors' Accreditation Board (PCAB) in accordance with the provisions of RA 4566, for the specific category indicated in the Eligibility Data Sheet (EDS), out of the following PCAB categories:

Table 1. PCAB License Categories

<i>Size Range</i>	<i>License Category</i>	<i>Single Largest Project/ Required Track Record</i>	<i>Allowable Range of Contract Cost (ARCC)</i>
<i>Large B</i>	AAA & AAAA	Above PhP150M	No limit
<i>Large A</i>	AA	Above PhP100M up to PhP150M	Up to PhP450M
<i>Medium B</i>	A	Above PhP50M up to PhP100M	Up to PhP300M
<i>Medium A</i>	B	Above PhP10M up to PhP100M	Up to PhP150M
<i>Small B</i>	C & D	Above P500,000 up to PhP10M	Up to PhP30M
<i>Small A</i>	E	Up to PhP500,000	Up to PhP1M

For this particular contract to be procured, the Approved Budget for the Contract (ABC) is indicated in the EDS. The required PCAB license for this project, based on Table 1 above, is also specified in the EDS.

(2) Work Experience in Similar Contracts

The prospective bidder must possess the experience of having a Single Largest Completed Contract (SLCC) “similar” to the contract to be procured, and whose value, adjusted to current prices using the consumer price indices of the Philippine Statistics Authority (PSA), is at least fifty percent (50%) of the ABC to be bid. Small A and Small B contractors without similar experience on the contract to be bid, however, may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) corresponding to their PCAB license as shown in Table 1 above (IRR Section 23.4.2.4).

As stated in Appendix 2.2 (Guidelines for Major and Similar Categories of Works), a “Major Category of Works” is the main classification of works in the contract to be bid, according to type of infrastructure and kind of work performed - e.g. road construction, bridge rehabilitation, etc. On the other hand, a “Similar Category of Works” is a kind of works whose classification is considered to be comparable to the Major Category of Works in the contract to be bid and, therefore, shall be considered for purposes of evaluation of the bidder’s eligibility for the contract to be bid. A “Qualifier” is an additional specific requirement on Major or Similar Categories of Work, to be required from the bidders at the bidding stage, to show that they have the necessary expertise and experience to execute the contract, such as an extraordinarily large embankment volume, or soft ground treatment, or long tunnel using tunnel boring machine, or bridge retrofitting using special jacking technology, or very long sheet piling, multi-level basement, etc.

For the specific project or contract to be bid under these BDs and based on the Guidelines and Matrix of Categories in Appendix 2.2, the Major Categories of Works and Similar Categories of Work, as well as any Qualifier, that shall be considered in determining a bidder’s eligibility for the contract to be bid are indicated in the EDS.

*Select either the following item (a) or item (b), whichever is applicable, and delete the other:*

- (a) For a contract involving a single category of works (i.e., type of infrastructure and kind of work) - e.g., road construction, or bridge retrofitting, or flood control rehabilitation - the following criteria shall be adopted:

- i. The Major Category of Works is the single category itself.
  - ii. To be eligible to bid for the contract, a contractor must have done a Single Largest Completed Contract (SLCC) for a Major/Similar Category of Works whose total cost is at least 50% of the Approved Budget of the Contract (ABC) to be bid.
- (b) For a contract to be bid involving multiple categories of works – e.g., road construction plus bridge retrofitting plus flood control rehabilitation – the following criteria shall be adopted:
- i. Each category of works whose cost is at least 30% of the ABC shall be considered a Major Category of Works. All other categories of works shall be considered Minor Categories of Works.
  - ii. To be eligible to bid for the contract, a contractor must comply with the following work experience requirements:
    - ii-a As the basic requirement, the contractor must have undertaken a SLCC similar to the contract to be bid. To be so considered similar, the SLCC must meet the following requirements:
      - The SLCC must contain the same Major Categories of Works as the contract to be bid, and each Major Category of Works in the SLCC must cost at least 30% of the total cost of the SLCC.
      - The total cost of the SLCC must be at least 50% of the total ABC to be bid.
    - ii-b As an additional requirement, for each Minor Category of Works in the contract to be bid, the contractor must have undertaken an SLCC – which could be different from the SLCC required in item B2b(1) above – containing a Category of Works whose cost is at least 50% of the ABC to be bid for that Minor Category of Works.

In the case of contracts which include special equipment to be supplied and installed by the supplier/manufacturer, the cost of such equipment shall be excluded from the ABC to be used in computing the required work experience as stated in the preceding paragraph.

As an exception to the foregoing, however, as mentioned above, Small A and B contractors may be allowed to bid if the cost of the contract is not more than the ARCC corresponding to their PCAB license as shown in Table 1 above, even if they have no experience similar to the contract to be bid.

### (3) Owner's Certificate of Final Acceptance or Constructor's Performance Evaluation System (CPES) Rating

To support its SLCC, the bidder must submit the corresponding Owner's Certificate of Final Acceptance issued by the project owner other than the contractor, or at least a

satisfactory CPES Rating. In case of contracts with the private sector, an equivalent document shall be submitted.

· Financial Requirements for Eligibility

The prospective bidder must have a Net Financial Contracting Capacity (NFCC) at least equal to the ABC to be procured.

The NFCC shall be calculated as follows:

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

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.

The Procuring Entity shall apply the abovementioned Eligibility Requirements (ER) not only to the main contractor/bidder but also to any sub-contractors for the portions of the main contract works that are proposed to be sub-contracted to them, except for pakyaw contracts as defined in Appendix 11 of RA 9184-IRR.

The main contractor/bidder, however, must meet all of the abovementioned Eligibility Requirements by itself, with or without any sub-contractor. Hence, if any nominated sub-contractor is declared ineligible, the main contractor, on its own, must still meet the prescribed Eligibility Requirements.

Notwithstanding the eligibility of a bidder, the Procuring Entity concerned reserves the right to review the qualifications of the bidder at any stage of the procurement process if the Procuring Entity has reasonable grounds to believe that a misrepresentation has been made by that bidder, or that there has been a change in the bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility requirements, statements or documents, or any changes in the situation of the bidder which will affect the capability of the bidder to undertake the project so that it fails the eligibility criteria, the Procuring Entity shall consider the said bidder as ineligible and shall disqualify it from obtaining an award or contract, in accordance with Rules XXI, XXII, and XXIII of the IRR of RA 9184 (IRR Section 23.6).

2. If, as specified in the EDS, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the following procedure shall be observed with regard to the registry with the PhilGEPS:
  - a. To facilitate determination of eligibility and subject to the Government Official Merchants Registry (OMR) guidelines, a Procuring Entity may use the registry system of

the PhilGEPS that allows submission and/or recording/entry of eligibility requirements simultaneously with registration.

- b. Only a Certified Member with the appropriate classification can avail of the PhilGEPS advance eligibility submission by uploading their electronic documents to the PhilGEPS document library, which can be accessed for current or future procurements.
- c. Submission of eligibility requirements to the PhilGEPS document library is not tantamount to a finding of eligibility.

Section III.

**ELIGIBILITY DATA SHEET (EDS)**

# ELIGIBILITY DATA SHEET

Eligibility Requirements	
1c(1)	The ABC for this contract ID: <b>25KI0072</b> is: P <b>47,262,500.00</b>
1c(1)	<p>The required PCAB license for this contract is as follows:</p> <ul style="list-style-type: none"> <li>a. Size Range: Medium A</li> <li>b. License Category: B</li> <li>c. Largest Single Project: Above Php 15,000,000.00 up to Php 75,000,000.00</li> <li>d. Allowable Range of Contract Cost: up to Php 150,000,000.00</li> </ul>
1c(2)	<p>(1) The following are the "Major Categories of Work" involved in the contract to be bid:</p> <ul style="list-style-type: none"> <li>a. RCP – Roads: Construction - PCCP</li> <li>b. -</li> <li>c. -</li> <li>d. -</li> <li>e. -</li> </ul> <p>(2) The following are the "Similar Categories of Works" that shall be considered in the evaluation of the work experience required for the contract to be bid:</p> <ul style="list-style-type: none"> <li>a. RRP – Roads: Rehabilitation - PCCP</li> <li>b. -</li> <li>c. -</li> <li>d. -</li> <li>e. -</li> </ul> <p>(3) The following "Qualifiers" shall be applied to this contract:</p> <ul style="list-style-type: none"> <li>a. Must have completed reconstruction and reblocking including base course covering 50% of the item work of the project.</li> <li>b. -</li> <li>c. -</li> </ul>

Section IV.

**INSTRUCTIONS TO BIDDERS**

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## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **DPWH – Misamis Occidental 1<sup>st</sup> DEO, Oroquieta City**, invites Bids for the **Concreting of Brgy Locus Road, Sapang Dalaga, Misamis Occidental**, with Project Identification Number: **25KI0072**.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

*[If an early procurement activity, select one and delete others:]*

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

*[If not an early procurement activity, select one and delete others:]*

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 3. Bidding Requirements

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

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

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

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

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

#### **5. Eligible Bidders**

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

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

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

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

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

#### **6. Origin of Associated Goods**

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

#### **7. Subcontracts**

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

The Procuring Entity has prescribed that:  
[Select one, delete other/s]

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {[insert if applicable]} and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**. ([www.facebook.com/DPWH-MIS-OCC-1st-DEO-BAC-101145198512878](http://www.facebook.com/DPWH-MIS-OCC-1st-DEO-BAC-101145198512878)).

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids. [electronicbids\\_misamisoccidental1@dpwh.gov.ph](mailto:electronicbids_misamisoccidental1@dpwh.gov.ph).

## 10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their

complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

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

*[Select one, delete other/s]*

- a. Philippine Pesos.

- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

## **15. Bid Security**

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

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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

Section V.

**BID DATA SHEET**

## Bid Data Sheet

ITB Clause	
1	<p>PROCURING ENTITY - <b>DPWH-Misamis Occidental 1<sup>st</sup> District Engineering Office</b></p> <p><b>Contract ID : 25KI0072</b>  <b>Contract Name : Concreting of Brgy Locus Road, Sapang Dalaga, Misamis Occidental</b></p> <p>Contract Location: Brgy Locus, Sapang Dalaga, Misamis Occidental</p>
2.1	<p>Funding Source : FY 2024 PAMANA PROGRAM  Project Appropriation : Php 47,500,000.00</p>
2.2	<p>The source of funding is [Early Procurement Activity]  FY 2024 PAMANA PROGRAM</p>
3	<p><b>In addition to this provision, For Infrastructure Projects, prospective bidder are encourage to secure the Geotagged Photos of the site visited (project location) to be included in the submission of bid proposals.</b></p>
4	<p>No further instruction</p>
5.1	<p>Bidding is restricted to eligible bidders.</p>
5.2	<p>No further instruction.</p>
5.3	<p>No further instruction.</p>
5.4	<p>The Bidder shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA 9184</p>
6	<p>No further instruction</p>
7	<p>Subcontracting is not allowed.</p>
8	<p>Pre-Bid conference:  Date : <b>July 31, 2025 @ 10:00AM</b>  Place : 3<sup>RD</sup> Floor Conference Room, DPWH-Misamis Occidental 1<sup>st</sup> DEO  May also view the Facebook Account : DPWH Misamis Occidental 1<sup>st</sup> DEO – BAC</p>
9	<p>For clarification and/or interpretation of any part of the Bidding Documents, you may send it to:  Procuring Entity's address:</p> <p>DPWH – Misamis Occidental 1<sup>ST</sup> DEO, Capitol Area, Lower Lamac, Oroquieta City</p> <p><b>GEORGIE L. RUELAN</b>  BAC Chairperson  (088) 531-1277  EMAIL: <a href="mailto:electronicbids_misamisoccidental1@dpwh.gov.ph">electronicbids_misamisoccidental1@dpwh.gov.ph</a></p>
10.1	<p>For bidders who are Corporation-Owned, they must attach the latest General Information Sheet of their company.</p> <p>The new format for the Omnibus Sworn Statement and Bid Securing Declaration must be observed.</p>
10.2	<p>No further instruction</p>
10.3	<p>No further instruction</p>
10.4	<p>The Materials Engineer pledge must observe the required limit of projects to be undertaken, per Department Order No. 98 series of 2016 Revised Guidelines on the Accreditation of Contractors'/Consultants' Materials Engineer. Materials Engineer who exceeds the required limit are considered non-complying and are post-disqualified.</p> <p>In order to address the foreseen delay in the implementation of DPWH Projects due to the availability of Accredited Project Engineer of Contractors, the implementation of Department Order No. 148, series of 2024, is suspended per Department Order No. 227</p>

	series of 2024. However, the directive to suspend the application of DO 148 <b><i>shall not apply to the implementation and construction of <u>buildings</u> and <u>bridges</u>.</i></b>																																				
10.5	Prospective bidders must attach in their Technical Documents the Contract of Lease or Purchase Agreement of the Batching Plant. Included therein is the Certificate of Accreditation of the Batching Plant for Asphalt or Special Permit from Bureau of Research and Standard for concrete batching plants.																																				
	<b>Minimum Plant/Equipment Requirements for the each Project</b>																																				
	<table><tr><th>Plant/Equipment</th><th>Required Unit/s</th></tr><tr><td>Barricade Flasher Lights, 3 volts</td><td>29 pieces</td></tr><tr><td>Dump Truck, 12 yd<sup>3</sup></td><td>2 units</td></tr><tr><td>Payloader</td><td>1 unit</td></tr><tr><td>Backhoe, 0.80m<sup>3</sup></td><td>1 unit</td></tr><tr><td>Motorized Road Grader, 140hp</td><td>1 unit</td></tr><tr><td>Vibratory Roller,</td><td>1 unit</td></tr><tr><td>Water Truck / Pump, 16000L</td><td>1 unit</td></tr><tr><td>Transit Mixer, 5.0m<sup>3</sup></td><td>4 units</td></tr><tr><td>Concrete Vibrator</td><td>2 units</td></tr><tr><td>Concrete Batch Plant</td><td>Accredited</td></tr><tr><td>Concrete Screeder</td><td>1 unit</td></tr><tr><td>Cargo Truck, 9-10mt</td><td>1 unit</td></tr><tr><td>Plate Compactor</td><td>1 unit</td></tr><tr><td>Mechanized Joint Sealer</td><td>1 unit</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	Plant/Equipment	Required Unit/s	Barricade Flasher Lights, 3 volts	29 pieces	Dump Truck, 12 yd <sup>3</sup>	2 units	Payloader	1 unit	Backhoe, 0.80m <sup>3</sup>	1 unit	Motorized Road Grader, 140hp	1 unit	Vibratory Roller,	1 unit	Water Truck / Pump, 16000L	1 unit	Transit Mixer, 5.0m <sup>3</sup>	4 units	Concrete Vibrator	2 units	Concrete Batch Plant	Accredited	Concrete Screeder	1 unit	Cargo Truck, 9-10mt	1 unit	Plate Compactor	1 unit	Mechanized Joint Sealer	1 unit						
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	In compliance with Department Order No. 80 series of 2016, It is directed that in the procurement of contracts involving construction and/or rehabilitation /improvement of roads with concrete pavement, the required minimum equipment shall include at least one (1) complete set of a mechanized joint sealer equipment/machine.																																				
	For the minimum laboratory testing requirements, bidders are mandated to comply according to D.O. 11, series of 2017 Inclusion of the Minimum Materials Testing Equipment in the Technical Component of the Bid.																																				
	All prospective bidders are also required to observe D.O. 127, series of 2018 Strict Application of R.A. 9184 in the conduct of Post-Qualification of Bidders with Delayed On-going Contract with DPWH.																																				
11.1	The ABC is: <b>Php 47,262,500.00</b> . Any bid with a financial component exceeding the ABC shall be rejected and automatically disqualified.																																				
11.2	No further instruction.																																				
11.3	No further instruction.																																				
12	No further instruction.																																				
13	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-Responsive and shall be rejected.																																				
14.1	No further instruction.																																				
14.2(a)	Payment of contract price shall be in Philippine Pesos																																				
15.1	<p>The bid security shall be limited to Bid Securing Declaration or at least one (1) other form in accordance with the following amount:</p> <p>(1) <b>2% of ABC or at least Php 9445,2500.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank;</p> <p>(2) <b>5% of ABC or at least Php 2,363,125.00</b>, if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p> <p>Bid Securing Declaration must be on its prescribed format.</p>																																				

15.2	<p>Include the following as additional grounds for forfeiture of bid security</p> <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</p> <ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>3. Allowing the use of one's name, or using the name for purposes of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.</li> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</li> </ol>
16	<p>All pages of the submitted Technical and Financial Component of the bids must be signed by the bidder, properly book bounded, labeled and tabbed, with the contents numbered/paginated consecutively and the total number of which is to be indicated in the covering page. <i>Failure to comply will cause (or declare) the outright disqualification of the bidder.</i></p>
17	<p>The Address for submission of bids is Department of Public Works and Highways, Misamis Occidental 1<sup>st</sup> DEO, Capitol Area, Lower Lamac, Oroquieta City on <b><u>August 14, 2025.</u></b></p> <p>The place of bid opening is:  <b>3/F Conference Room, Misamis Occidental 1<sup>st</sup> DEO</b>  DPWH-Mis. Occ. 1<sup>st</sup> DEO, Oroquieta City</p> <p>The date and time of bid opening is <b><u>August 14, 2025 at 9 o'clock in the morning.</u></b></p>
18.1	No further instruction.
18.2	Eligibility Check is conducted through the Civil Works Application by the Procurement Service, DPWH Central Office.
19.1	No further instruction.
19.2	Submission of partial bids are not allowed.
19.3	No further instruction.
20	Bidders are also encourage to attach in their bid proposals the filed annual tax returns or tax returns filed through the Electronic Filing and payments System (EFPS), pertinent licenses and permits relevant to the Project and the corresponding law requiring it.
21	List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as Precedence Diagram Method (PDM), construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment.

	The effective date of the Contract is seven (7) calendar days upon the issuance of the Notice to Proceed.
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## Section VI.

# **GENERAL CONDITIONS OF CONTRACT**

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# GENERAL CONDITIONS OF CONTRACT

## 1. Definitions

- 1.1 Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance.
- 1.2 As-Built Drawings refer to the engineering plans for the structure as actually constructed and completed under this Contract, considering all variations and modifications as approved and executed.
- 1.3 Bill of Materials refers to a list of the specific pay items of the Works under this Contract, particularly their identification numbers, descriptions, units of measurement, and quantities, together with their corresponding unit and total bid prices.
- 1.4 Certificate of Completion is the document issued by the Procuring Entity, certifying that the Works have been completed, including correction of all Defects, as of the end of the Contract Time with approved time extensions, in accordance with the provisions of this Contract.
- 1.5 Certificate of Acceptance is the document issued by the Procuring Entity, certifying that the Works have been completed, including correction of all Defects, as of the end of the Defects Liability Period, in accordance with the provisions of this Contract, and that, therefore, the completed Works are accepted by the Procuring Entity.
- 1.6 Contract is the legal agreement between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.2.
- 1.7 Contract Price is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.8 Contract Time is the allowable period or duration within which the Contract Works must be completed, i.e., from the Start Date to the Intended Completion Date as specified in the SCC.
- 1.9 Contractor is the juridical entity whose bid has been accepted by the Procuring Entity and to whom this Contract to execute the Work was awarded, entered into, and approved.
- 1.10 Contractor's Bid is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.11 Days are calendar days.

- 1.11 Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12 Defect is any part of the Works not constructed in accordance with this Contract.
- 1.13 Defects Liability Certificate is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.16 Defects Liability Period is the one-year period after the issuance of the Certificate of Completion during which the Contractor assumes the responsibility to undertake the repair of any defect in or damage to the Works at his own expense as a condition for the issuance of the Certificate of Acceptance.
- 1.17 Drawings are graphical presentations of the Works. They include all engineering plans, supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.18 Equipment refers to all machines, tools, facilities, supplies, appliances, and related items required for the execution and completion of the Works provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.19 Intended Completion Date refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of Contract Time or an acceleration order.
- 1.20 Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.21 Notice to Proceed is a written notice issued by the Procuring the Procuring Entity's Representative to the Contractor requiring the latter to begin the Works not later than the date specified in this Notice.
- 1.21 Permanent Works refer to all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.22 PERT/CPM is the acronym for Program Evaluation Review Technique/Critical Path Method and is a technique for planning, scheduling, and controlling a project, involving a network of interrelated activities with their start and finish times. The critical path is the longest time path through the network of activities.
- 1.23 Plant refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.24 Procuring Entity is the party that engages the Contractor to carry out the Works stated in the SCC.

- 1.25 Procuring Entity's Representative refers to the HOPE or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.26 Site is the right-of-way or place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative, as forming part of the Site.
- 1.27 Site Investigation Reports are factual and interpretative reports about the surface and subsurface conditions at the Site, which are provided by the Procuring Entity in the Bidding Documents.
- 1.28 Slippage is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Works by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.29 Specifications mean the description of the Works to be done, qualities of materials to be used, equipment to be installed, construction methods, workmanship, and finished product required under this Contract.
- 1.30 Start Date, as specified in the SCC, is the date when the Contractor is obliged to commence execution of the Works. It is the same as the effectivity date of the Contract as stated in the Notice to Proceed. It does not necessarily coincide with any of the Site Possession Dates.
- 1.31 Sub-Contractor is any person or organization to whom a part of the Works has been subcontracted by the Contractor for execution, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.32 Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for the construction or installation of the Permanent Works.
- 1.33 Work(s) refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the SCC.

## 2. Interpretation

- 2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this

Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.

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

2.3 The documents forming this Contract shall be interpreted in the following order of priority:

a. Contract Agreement

b. Documents forming part of the Contract Agreement:

(1) Notice of Award (NOA) with the Contractor's signed "conforme"

(2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA

(3) Bidding Documents (other than b(4) to b(7) below) and Bulletins

(4) Specifications

(5) Drawings

(6) Special Conditions of Contract (SCC)

(7) General Conditions of Contract (GCC)

(8) Performance Security

c. Other Documents

(1) Construction Methods

(2) Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve.

(3) Manpower Schedule

(4) Equipment Utilization Schedule

(5) Construction Safety and Health Program initially approved by the HoPE

(6) Contractor's All Risk Insurance (CARI)

3. Governing Language and Law

- 3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4. Communications

Communications between parties that are referred to in these Conditions of Contract shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

5. Procuring Entity's Obligation to Deliver the Site, Materials, Equipment, and Plans and to Obtain the Environmental Compliance Certificate (ECC)

- 5.1 On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2 If possession of a portion is not given by the date stated in SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with GCC Clause 46.
- 5.3 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at its own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4 The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.
- 5.5 The Procuring entity shall be responsible for obtaining the appropriate Environmental Compliance Certificate (ECC) for the Project.

6. Contractor's Obligations

- 6.1 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and

Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.

- 6.2 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the approved PERT/CPM network diagram submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and shall complete the Works by the Intended Completion Date.
- 6.3 The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5 The Contractor shall employ the key personnel, named in the Schedule of Key Personnel in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7 During Contract implementation, the Contractor and its subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8 The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity during the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## 7. Performance Security

- 7.1 The Contractor shall submit its Performance Security to the Procuring Entity not later than the date specified in the Notice of Award and shall be issued in any of the following forms and corresponding amounts in ITB Clause 34.
- 7.2 The Performance Security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3 The Performance Security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4 The Performance Security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance, subject to the following conditions, provided that the Performance Security is replaced by
  - a Warranty Security against structural defects and/or failure as provided in GCC Clause 12:
  - a. There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - b. The Contractor has no pending claims for labor and materials filed against it; and
  - c. Other terms specified in the SCC.
- 7.5 The Contractor shall post an additional Performance Security following the amount and form specified in ITB Clause 34 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original Performance Security.
- 7.7 Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any sub-contractors be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## 8. Sub-Contracting

- 8.1 Unless otherwise provided in the SCC, sub-contracting of the Works shall be subject to the provisions of DPWH Department Order (DO) No. 38, series of 2015 as provided below.
- 8.2 All sub-contracts shall be subject to prior approval of the appropriate official of the Procuring Entity within the limits of his delegated authority.
- 8.3 The Contractor may sub-contract portions of the works to such an extent as may be approved by the Procuring Entity and stated in the SCC, provided that the Contractor shall directly undertake, using its own resources, not less than fifty percent (50%) of the contract works in terms of cost.
- 8.4. Each sub-contractor must comply with the eligibility criteria as specified in the Eligibility Requirements (ER) for the portion of the contract works to be sub-contracted to that sub-contractor- e.g., applicable license from the Philippine Constructors Accreditation Board, satisfactory completion of works similar to the portion of the contract to be subcontracted and costing at least fifty percent (50%) of the cost of such portion, and sufficient Net Financial Contracting Capacity, as well as minimum equipment and manpower. This requirement does not apply to labor pakyaw contracts.
- 8.5 The bidder/main contractor may identify the sub-contractors to whom portions of the contract works will be sub-contracted at any stage of the bidding process or during contract implementation, provided that any sub-contracting requires prior approval of the Procuring Entity. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and the approval of the Procuring Entity.
- 8.6 Sub-contracting of any portion of the contract shall not relieve the main contractor from any liability or obligation that may arise from the contract. The main contractor shall be responsible for the acts, defaults, and negligence of any subcontractor, its agents or workmen.
- 8.7 For any assignment and sub-contracting of the contract or any part thereof without prior written approval by the concerned Head of the DPWH Procuring Entity, the DPWH shall impose on the erring contractor, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 11 Section 4.2 of the IRR of RA 9184, in accordance with Section 69(6) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## 9. Liquidated Damages

- 9.1 The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion

Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

- 9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## 10. Site Investigation Reports

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

## 11. Licenses and Permits

The Procuring Entity shall, if requested by the Contractor, assist it in applying for permits, licenses or approvals, which are required for the Works. These shall include assistance to the contractor in securing necessary quarry permits, construction permits, access to sites, among others, from the Local Government Units concerned.

## 12. Contractor's Risk and Warranty Security

- 12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall start the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality, and shall complete the repair works within ninety (90) days from the time the HOPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3 Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its properties to attachment or garnishment proceedings, and perpetually disqualify it from participating

in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

12.4 After final acceptance of the Works by the Procuring Entity, the following shall be held responsible for “Structural Defects”, i.e., major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” i.e., where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- a. Contractor – where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- b. Consultants – where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- c. Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors –where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- d. Third Parties- where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- e. Users - where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty Security	Amount of Warranty Security
1. Cash or letter of credit (LC) issued by a Universal or Commercial Bank, provided that the LC shall be confirmed by a	Five Percent (5%)

Universal or Commercial Bank, if issued by a foreign bank.	
2. Bank guarantee confirmed by a Universal or Commercial Bank.	Ten Percent (10%)
3. Surety bond callable on demand issued by the GSIS or a surety or insurance company accredited by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

- 12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

### 13. Liability of the Contractor

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

### 14. Procuring Entity's Risk

From the Start Date until the Certificate of Acceptance is issued, the following are risks of the Procuring Entity:

- a. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment) which are due to:
  - (1) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
  - (2) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the Philippines.

### 15. Insurance

- 15.1 The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

- a. Contractor's All Risk Insurance;
  - b. Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - c. Personal injury or death of Contractor's employees; and
  - d. Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2 The CARI shall cover the value of the completed portions of the Works. It shall not, however, cover any damage to the Works whose value is not more than ten percent (10%) of the Total Contract Cost, as this is to be absorbed by the Contractor. The CARI shall, therefore, start with nil at the beginning of Contract execution. It shall then be increased over time as the Works progresses so that at any time it covers the value of the portions of the Works actually completed.
- 15.3 The Contractor shall provide evidence to the Procuring Entity's Representative that the insurance required under this Contract has been effected and shall, within a reasonable time, provide a copy of the insurance policy to the Procuring Entity's Representative.
- 15.4 The Contractor shall notify the insurer of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurance at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policy in force including the receipts for payment of the current premiums.
- 15.5 If the Contractor fails to obtain and keep in force the insurance which it is required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurance and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.6 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 41 until the Contractor complies with this Clause.
- 15.7 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
  - a. The issuer of the insurance policy to be replaced has:
    - (1) become bankrupt;

- (2) been placed under receivership or under a management committee;
  - (3) been sued for suspension of payment; or
  - (4) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- b. Reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## 16. Termination for Default of Contractor

16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- a. Due to the Contractor's fault and while the Works are on-going, it has incurred a negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870; or
- b. Due to the Contractor's fault and after the Contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the Works; or
- c. The Contractor:
  - (1) abandons the Contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (2) after receiving a Notice from the Procuring Entity's Representative that failure to correct a particular Defect is a fundamental breach of Contract, fails to correct the Defect within a reasonable period of time determined by the Procuring Entity's Representative;
  - (3) does not actually have on the Site the minimum essential equipment listed in the Bid necessary to prosecute the Works in accordance with the approved PERT/CPM network diagram and equipment utilization schedule as required under the Contract;
  - (4) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (5) neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
  - (6) sub-contracts any part of this Contract without approval by the Procuring Entity.
- d. The Contractor causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (1) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative.
- (2) The Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Work.
- (3) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative.
- (4) The Contractor does not maintain a Security, which is required.
- (5) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9.
- (6) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
  - (a) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.10, unless otherwise specified in the SCC;

- (b) drawing up or using forged documents;
- (c) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) any other act analogous to the foregoing the Procuring Entity or the Funding Source will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

16.2 When persons from the Procuring Entity gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 16.1-e, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

16.3 If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

16.4 All materials on the Site, Plant, Equipment, and Works shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's default.

## 17. Termination for Default of Procuring Entity

17.1 The Contractor may terminate this Contract with the Procuring Entity when any of the following conditions attend its implementation:

- a. If the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of the Contractor, due to any of the following reasons:
  - (1) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
  - (2) The prosecution of the Work is disrupted by adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.
- b. The Procuring Entity causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (1) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days.

- (2) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate.

17.2 When persons from the Contractor gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 17.1-b, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

## 18. Termination for Convenience

The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

## 19. Procedure for Termination of Contracts

19.1 The following provisions shall govern the procedures for the termination of this Contract:

- a. Verification. Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the Procuring Entity's Representative shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached.
- b. Notice of Termination. Upon recommendation by the Procuring Entity's Representative, the HoPE shall terminate this Contract only by a written Notice of Termination to the Contractor. The Notice shall state:
  - (1) that this Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the ground(s).
  - (2) the extent of termination, whether in whole or in part;
  - (3) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
  - (4) special instructions of the Procuring Entity, if any.

The Notice of Termination shall be accompanied by a copy of the Verified Report.

- c. Show Cause. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper showing cause as to why the Contract should not be terminated. If the Contractor fails to do so, the HoPE shall issue a written Notice of Decision confirming the Notice of Termination of the Contract.
- d. Withdrawal of Notice of Termination. The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper, withdraw the Notice of Termination if it is determined that certain items or works subject of the Notice had been completed, delivered, or performed before the Contractor's receipt of the Notice.
- e. Notice of Decision. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall serve the Contractor his written Notice of Decision to confirm or withdraw the Notice of Termination. If the Notice of Decision is to confirm the Notice of Termination, then this Contract is deemed terminated from receipt by the Contractor of the said Notice of Decision. The termination shall be based only on the grounds stated in the Notice of Termination.
- f. Review Committee. The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to his approval.

19.2 Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the Procuring Entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- b. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - (1) Employment of competent technical personnel, competent engineers and/or work supervisors;

- (2) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (3) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (4) Deployment of committed equipment, facilities, support staff and manpower; and
  - (5) 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:
  - (1) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (2) 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.

In addition to the penalty of suspension, the Performance Security posted by the contractor shall also be forfeited.

## 20. Force Majeure and 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 portions of the Works carried out before receiving it and for any part of the Works 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 give the other a Notice of Termination, which shall take effect twenty eight (28) days after the receipt 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 date of the Notice of Termination.

## 21. Payment on Termination

- 21.1 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 value of the work not completed. 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.
- 21.2 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 Contractor's equipment, and the Contractor's costs of protecting and securing the Works, less advance payments received up to the date of the certificate.
- 21.3 The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 21.4 If the Contractor has terminated the Contract under GCC Clause 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

## 22. Resolution of Disputes

- 22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by RA 9184 and its IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 22.2 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.
- 22.3 Any and all disputes arising from the implementation of this Contract covered by the RA 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004. However, 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 RA 9184 and its IRR. By mutual agreement, however, the parties may agree in writing to resort to other alternative modes of dispute resolution.

## 23. 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 44.

## 24. Procuring Entity's Representative's Decisions

- 24.1 Except where otherwise specifically stated, the Procuring Entity's Representative shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 24.2 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.

## 25. Approval of Drawings and Temporary Works by Procuring Entity's Representative

- 25.1 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 their use.
- 25.2 The Contractor shall be responsible for the design of Temporary Works.
- 25.3 The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for the design of the Temporary Works.
- 25.4 The Contractor shall obtain approval by third parties of the design of the Temporary Works, when required by the Procuring Entity.

## 26. Acceleration Ordered by Procuring Entity's Representative

- 26.1 When the Procuring Entity wants the Contractor to finish the Works before the Intended Completion Date, the Procuring Entity's Representative shall obtain a priced proposal 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.
- 26.2 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.

## 27. Extension of Intended Completion Date

- 27.1 The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation Order 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.
- 27.2 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 an 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.

## 28. Contractor's Right to Claim

If the Contractor incurs a 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 Order.

## 29. Dayworks

- 29.1 Subject to GCC Clause 44 on Variation Orders, 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, including a PERT/CPM network diagram.
- 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 prepare the minutes of Management Conferences and provide copies of the minutes to those attending the Conference. 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 (BOQ), shown in ANNEX II-1.1 of these Bidding Documents, shall contain the items of work for the construction, installation, testing, and commissioning of the Works to be done by the Contractor.
- 33.2 The BOQ is used to calculate the Contract Price. The Contractor shall be paid for the actual quantity of each pay item, certified by the Procuring Entity's Representative as accomplished, at the unit price in the Bill of Quantities for that item.
- 33.3 If the final quantity of any pay item accomplished differs from the original quantity in the BOQ for that item and is not more than twenty five percent (25%) of that original quantity, provided the aggregate changes for all work 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 a detailed cost breakdown of any unit price or rate in the BOQ.

#### 34. Instructions, Inspections and Audits

- 34.1 The Procuring Entity's personnel shall at all reasonable times during construction of the Works 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 Specifications 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 accounts and records of the Contractor relating to its performance and to have them audited by auditors approved by the Funding Source, if so required by the Funding Source.

#### 35. Identification of 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 uncover Defects and test any work that the Procuring Entity's Representative considers below standard 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 Period shall be remedied by the Contractor at the Contractor's expense 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) day from the Completion Date up to the date of issuance of the Certificate of Acceptance by the Procuring Entity.
- 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 it notices itself before the end of the Defects Liability Period.

- 37.4 The Procuring Entity's Representative shall certify that all Defects have been corrected. If the Procuring Entity's Representative 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's Representative accepts the quotation, the corresponding change shall be covered by a Variation Order.

### 38. Uncorrected Defects

- 38.1 The Procuring Entity shall give the Contractor at least fourteen (14) days notice of its intention to use a third party to correct a Defect. If the Contractor itself does not correct the Defect within that 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 shall 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 to exceed fifteen percent (15%) of the total Contract Price, to be made in lump sum or, at most, two installments according to a schedule specified in the SCC. The advance payment, if requested in two installments, shall be subject to the following prerequisites:
- a. The first installment shall require the written request of the Contractor and submission of the instrument prescribed in GCC Clause 39.2.
  - b. The second installment shall require a certification of the Project Engineer of the Procuring Entity that the Contractor has mobilized major equipment according to the approved Equipment Utilization Schedule.
- 39.2 The Advance Payment shall be made only upon the submission by the Contractor 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 deducting, from periodic progress payments to be made to the Contractor, a percentage equal to the percentage of the total Contract Price used for the Advance Payment.
- 39.4 The Contractor may reduce its standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

#### 40. Monthly Statements or Progress Billings

- 40.1 The Contractor shall submit to the Procuring Entity's Representative, after the end of each month, a Statement of Work Accomplished (SWA) or Progress Billing, showing the amounts which the Contractor consider itself to be entitled up to the end of the month, to cover:
- a. the cumulative value of the Works it executed to date, based on the items in the Bill of Quantities; and
  - b. adjustments made for approved Variation Orders executed.
- 40.2 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.

#### 41. Monthly Certificates and Progress Payments

- 41.1 The Procuring Entity's Representative shall check the Contractor's monthly SWA and certify the amount to be paid to the Contractor.
- 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.
- 41.5 The Procuring Entity's Representative shall deduct the following from the certified gross amounts to be paid, resulting in the net amount payable 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 under the present certificate.
  - c. Retention money in accordance with GCC Clause 42.
  - d. Amount to cover approved third party liabilities.
  - e. Amount to cover uncorrected Defects in the Works.

- f. Value of any work item presently certified but already paid for under an earlier certification.
- 41.6 The Procuring Entity shall pay the Contractor the said net 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.
- 41.7 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.
- 41.8 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.
- 41.9 The Procuring Entity shall pay the Contractor a cumulative gross amount not exceeding ninety percent (90%) of the total Contract price, since the remainder shall serve as the ten percent (10%) retention money, as provided in GCC Clause 42.

## 42. Retention

- 42.1 The Procuring Entity shall retain from each progress payment ten percent (10%) of such payment, referred to as the "retention money." Such retention money 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 the Works, as determined by the Procuring Entity, is completed. If, after fifty percent (50%) completion, the Works are 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.
- 42.2 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 an irrevocable standby letter of credit from a commercial bank, bank guarantee and/or surety bond callable on demand, of amounts equivalent to the retention money substituted for and in a form acceptable to the Procuring Entity. The Procuring Entity shall allow such substitution provided that the Contract is on schedule and is satisfactorily undertaken. The said irrevocable standby letter of credit, bank guarantee and/or surety bond, to be posted in favor of the Procuring Entity, shall be valid for a duration to be determined by the Procuring Entity and shall answer for the purpose for which the retention is intended, i.e., to cover uncorrected discovered Defects and third party liabilities.
- 42.3 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 (VOs) shall be subject to the provisions of Annex E of RA 9184-IRR and DPWH DO 28, series of 2015. may be issued by the Procuring Entity to cover any increase or decrease in quantities, including the introduction of new work items not included in the original Contract or reclassification of work items 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. The cumulative amount of the positive or additive VOs, however, shall not exceed ten percent (10%) of the original Contract cost. The addition or deletion of works shall be within the general scope of the Contract as bid and awarded. The scope of the Works shall not be reduced so as to accommodate a positive VO. .
- 43.2 A deductive VO may be allowed only if it would not significantly impair the functionality of the original design, i.e., it must not reduce the size of the facility by more than ten percent (10%) of the original scope (e.g., shortening of road length) or must not make the facility unsafe (e.g., removal of guard rails) or structurally unstable (e.g., removal of a column) or unusable (e.g., removal of a bridge abutment).
- 43.3 A VO in the form of a Change Order may be issued by the Procuring Entity to cover any increase or decrease in quantities of original Work items in the Contract.
- 43.4 A VO in the form 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 Works or character provided for in the Contract.
- 43.5 Any cumulative positive VO beyond ten percent (10%) shall be the subject of another contract to be bid out if the works are separable from the original Contract.
- 43.6 In claiming for any VO, 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 Contractor shall not “accumulate” claims for VOs before submitting them to the Procuring Entity for investigation and processing.
- 43.7 The preparation and submission of VOs shall be as follows:

- a. If the Procuring Entity's Representative/Project Engineer finds that a Variation Order is necessary, he shall prepare the proposed Order, accompanied with the Notice submitted by the Contractor, the plans therefor, his computations on the quantities of the additional, reduced or modified 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 Variation 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 Change Order or Extra Work Order.
- 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 HOPE 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 of the Procuring Entity, shall approve the Change Order or Extra Work Order, after being satisfied that the same is justified, necessary, and in order.
- d. The timeframe for the processing of VO from the preparation up to the approval by the HoPE concerned shall not exceed thirty (30) calendar days.

43.8 Work under VOs shall be valued and paid as follows:

- a. At the unit prices for the same items in this Contract.
- b. In the absence of unit prices for the same items rates in this Contract, at prices or rates obtained from those of similar or related items in this Contract.
- c. Failing the above, at appropriate new unit prices or rates equal to or lower than current market rates and to be agreed upon by both parties and approved by the HoPE.

#### 44. Punch List

Once the Contract reaches an accomplishment of ninety five percent (95%) of the total Contract Works, the Procuring Entity may create an inspectorate team to make a preliminary inspection and submit a punch list to the Contractor in preparation for the total completion of the Works. The punch list shall contain, among other things, the remaining unfinished portions of the Works, deficiencies in the Works for necessary

corrections, and the specific time to fully complete the whole Works considering the approved remaining Contract time. This, however, shall not preclude any claim of the Procuring Entity for liquidated damages.

## 45. Suspension of Work

45.1 In accordance with DPWH DO 100, series of 2015, the Procuring Entity, through its Project Engineer/Engineer's Representative, shall have the authority to issue a Work Suspension Order to the Contractor suspend the work wholly or partly by written order for such period as may be deemed necessary, on any of the following grounds:

- a. Force majeure or any fortuitous event that has taken place, which inflicts extensive damage and/or makes it difficult to proceed with the work, such as a devastating earthquake or flood.
- b. Failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public.
- c. Failure of the contractor to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract.
- d. Adjustments of plans to suit field conditions as found necessary during construction.
- e. Major right-of-way (ROW) problems which prohibit the contractor from performing work in accordance with the approved construction schedule.
- f. Peace and order conditions which makes it extremely dangerous, if not impossible to work, as certified in writing by the Philippine National Police (PNP) Station Commander which has responsibility over the affected area, and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- g. Major variations initiated by the Government in the scope of the contract during its implementation to suit changes in physical and economic conditions.

The Contractor shall immediately comply with such order to suspend the Works 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, on any of the following grounds:

- a. There exist right-of-way problems which prevent 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 and the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3 The contractor shall immediately demobilize its equipment and manpower upon its receipt of the Work Suspension Order and to remobilize the same upon the lifting by the Procuring Entity the Work Suspension Order through a Work Resumption Order.
- 45.4 The issuance of a Work Suspension Order shall not be an automatic contract time extension. A corresponding time extension, complete with the documentary requirements in accordance with DO No. 52, series of 2012, has to be approved by the authorized DPWH official in lieu of suspension, subject to evaluation to consider pre-determined unworkable days, bond extension, quit claim for damages, and their effect on the approved PERT/CPM schedule in order to reflect the official revised contract time and expiry date as a result of such suspension. If the suspension is due to any fault of the contractor, no contract time extension shall be granted.

## 46. Extension of Contract Time

- 46.1 Extension of the Contract Time shall be subject to the provisions of DPWH DO 100, series of 2015 and the provisions of this GCC Clause 46.
- 46.2 Should the amount of additional work under an approved Variation Order 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 to complete the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

- 46.3 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.
- 46.4 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 46.5 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.
- 46.6 Extension of contract time may be granted for any of the following grounds:
- a. 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. In these cases, the time extension shall be processed for approval only after the total number of pre-determined rainy/unworkable days as indicated in the contract has been fully utilized as duly certified by the Procuring Entity's Representative.
  - b. Equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE.
  - c. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor, provided that they are publicly felt and certified by appropriate government agencies such as Department of Trade and Industry (DTI), Department of Labor and Employment (DOLE), Department of Interior and Local Government (DILG), and Department of National Defense (DND), among others.
- 46.7 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.

## 47. Price Adjustment

Except for extraordinary circumstances as determined by the National Economic and Development Authority (NEDA) and approved by the GPPB, no price adjustment shall be allowed unless otherwise indicated in the SCC. 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.

## 48. Certificates of Completion and Acceptance

- 48.1 The issuance of a Certificate of Completion shall be subject to the provisions of DPWH DO 99, series of 2015.
- a. Upon receipt of notice from the contractor that the project is completed, the HOPE shall instruct its Inspectorate Team to conduct an inspection of the project and to submit its Completion Inspection Report within fifteen (15) days, indicating any construction defects/deficiencies detected and the corresponding measures that must be taken by the contractor to correct them. If no defects/deficiencies are detected, the report is considered as the Final Completion Inspection Report.
  - b. Based on the Inspection Report, the HOPE shall issue to the Contractor a Notice of Defects/Deficiencies and Required Corrective Repair Works, with the instructions for the Contractor to commence the repair works within seven (7) days and to complete the works within thirty (30) days.
  - c. Upon receipt of advice from the Contractor that the defects and deficiencies indicated in the said Notice have been corrected, the HOPE shall instruct the Inspectorate Team to conduct an inspection of the project and to submit its Completion Inspection Report within seven (7) days. If the report shows that the defects/deficiencies have been satisfactorily corrected, the report is considered as the Final Completion Inspection Report. Otherwise, the process is repeated until the noted defects/deficiencies have been satisfactorily corrected.
  - d. Upon the receipt of the Final Completion Inspection Report from the Inspectorate Team, the HoPE shall issue the Certificate of Completion of the project, certifying that the Project has been satisfactorily completed as of the date indicated in the Final Inspection Report.
- 48.2 The Certificate of Acceptance shall be issued by the HoPE at the end of the one-year Defects Liability period, after all defects/deficiencies, if any, shall have been repaired by the Contractor to the satisfaction of the same Inspectorate Team of the Procuring Entity mentioned above and upon submission of the Warranty Certificate by the Contractor in accordance with the provisions of GCC Clause 12. The issuance of a Certificate of Acceptance shall be subject to the provisions of DPWH DO 99, series of 2015.
- a. Upon receipt of notice from the Contractor that the project is ready for inspection after the one-year Defects Liability Period from the issuance of the Certificate of Completion, the HoPE shall instruct its Inspectorate Team to conduct an inspection of the project and to submit its Inspection Report within fifteen (15) calendar days, indicating any construction defects/deficiencies detected and the corresponding measures that must be taken by the Contractor to correct them. If no defects/deficiencies are detected, the report is considered as the Final Acceptance Inspection Report.
  - b. Based on the Inspection Report, the HoPE shall issue to the Contractor a Notice of Defects/Deficiencies and Required Corrective Repair Works, with the instructions for the Contractor to commence the repair works within seven (7) calendar days and to complete the works within ninety (90) days.
  - c. Upon receipt of advice from the contractor that the defects/deficiencies in the said Notice have been corrected, the HoPE shall instruct the Inspectorate Team to conduct an inspection of the project and to submit its Acceptance Inspection Report within seven (7) days. If the report shows that the defects/deficiencies have been satisfactorily corrected, the report is considered as the Final Acceptance

Inspection Report. Otherwise, the process is repeated until the noted defects/deficiencies have been satisfactorily corrected.

- d. Upon the receipt of the Final Acceptance Report, the Head of the IO shall issue the Certificate of Acceptance.

#### **49. 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 Acceptance.

#### **50. As-Built Drawings and Operating and Maintenance Manuals**

- 50.1 If As-Built Drawings and/or Operating and Maintenance Manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 50.2 If the Contractor does not supply the said Drawings by the date stated in the SCC, or if they do not receive the approval of the Procuring Entity's Representative, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.

Section VII.

**Special Conditions of Contract**

## SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.19	The Intended Completion Date is 258 CD from the effective date of the contract.
1.24	The Procuring Entity is <b>DPWH-Misamis Occidental 1<sup>st</sup> DEO, Oroquieta City</b>
1.25	The Procuring Entity's Representative is <b>BAC-Chairman, DPWH-Misamis Occidental 1<sup>st</sup> DEO, Oroquieta City</b>
1.26	The Site is located at <b>Brgy Locus Road, Sapang Dalaga, Misamis Occidental</b>
1.30	The Start Date is <b>seven (7) calendar days from the issuance of the Notice to Proceed.</b>
1.33	The Works consist of
2.20	No further instructions.
5.1	The Procuring Entity shall give possession of the Site to the Contractor on the date of <b>Notice to Proceed.</b>
6.5	The Contractor shall employ the following Key Personnel: <div style="margin-left: 40px;"> Project Manager  Project Engineer  Material Engineer  Skilled Laborer  Construction Foreman  Unskilled Laborer  Safety Officer  Health Personnel </div>
7.4 c	No further instructions.
8.1	No further instructions.
8.3	<i>Sub-Contracting is not allowed.</i>
10	The Site Investigation Reports are: <b>None</b>
12.3	No further instructions.
12.5	b) Semi-Permanent Structures: Five (5) years Buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures; and
22.2	The Arbiter is: Construction Industry Arbitration Commission
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	No further instructions.
31.3	No further instructions.
34.3	The Funding Source is the <b>FY 2024 PAMANA PROGRAM</b>
39.1	The amount of the advance payment is not to exceed 15% of the Contract Price to be recouped every progress billing.
40.2	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
50	No further instructions.
50.2	No further instructions.

Section VIII.

**SPECIFICATIONS**

**(REFER TO BLUE BOOK VOLUME III)**

Section IX.

## **DRAWINGS**

*(Refer to Blueprint Plans Attached in separate file)*

Section X.

**BILL OF QUANTITIES**

## Department of Public Works and Highways (DPWH)

### BILL OF QUANTITIES

Part No. \_\_\_\_\_

Part Description: \_\_\_\_\_

Columns (1),(2),(3) and (4) are to be filled up by the Procuring Entity				Columns (5) and (6) are to be filled up by the Bidder	
				<b>Unit Price</b> (Pesos) <i>in Figures &amp; in Words</i> (5)	<b>Amount</b> (Pesos) <i>in Figures &amp; in Words</i> (6)
				<i>in figures:</i>  <i>in words:</i>	<i>in figures:</i>  <i>in words:</i>
				<i>in figures:</i>  <i>in words:</i>	<i>in figures:</i>  <i>in words:</i>
				<i>in figures:</i>  <i>in words:</i>	<i>in figures:</i>  <i>in words:</i>
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				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
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				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
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				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
				<i>in figures: in</i> <i>words:</i>	<i>in figures: in</i> <i>words:</i>
				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
				<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>

					<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
					<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
					<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
					<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>
					<i>in figures:</i> <i>in words:</i>	<i>in figures:</i> <i>in words:</i>

Submitted by:

Name and Signature of Bidder's Representative  
Position  
Name of Bidder

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

# Annex II-1.1K: Section XI.

## **BIDDING FORMS**

The Bidder shall use the Bidding Forms (BFs) listed below in preparing its Bid and, in case it is awarded the contract, in preparing the documents required to perfect the contract.

**DPWH-INFR-09:** Bid Form

**DPWH-INFR-10:** Form of Bid Security: Bank Guarantee

**DPWH-INFR-11:** Form of Bid Security: Irrevocable Letter of Credit

**DPWH-INFR-12:** Form of Bid Securing Declaration

**DPWH-INFR-13:** Contractor's Organizational Chart for the Contract

**DPWH-INFR-14:** List of Contractor 's Key Personnel to be Assigned to the Contract, with their Qualification and Experience Data

**DPWH-INFR-15:** List of Contractor's Equipment Units to be Assigned to the Contract, Supported by Certificates of Availability

**DPWH-INFR-16:** Sworn Statement Required by IRR Section 25.2b)iv)

**DPWH-INFR-17:** Bill of Quantities (BOQ)

**DPWH-INFR-18:** Summary of Bid Prices

**DPWH-INFR-19:** Cash Flow by Quarter

**DPWH-INFR-20:** Bidder's Checklist of Requirements for Its Bid, Including Technical and Financial Proposals Requirement for Bidders

**DPWH-INFR-43:** Performance Security: Irrevocable Letter of Credit

**DPWH-INFR-44:** Performance Security: Bank Guarantee

**DPWH-INFR-45:** Construction Methods

**DPWH-INFR-46:** Construction Schedule in the form of PERT/CPM or Precedence Diagram and Bar Chart with S-Curve and Cash Flow

**DPWH-INFR-47:** Manpower Schedule

**DPWH-INFR-48:** Major Equipment Utilization Schedule

**DPWH-INFR-49:** Construction Safety and Health Program

**DPWH-INFR-50:** Checklist of Contract Documents and Supporting Documents

**DPWH-INFR-51:** Form of Contract Agreement

The content of each of these forms is given in the attached folder marked "ANNEX IIB – Standard Bidding Forms." The bidder may download these forms from the DPWH website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the BDs for the contract.

## **Bid Form for the Procurement of Infrastructure Projects**

*[shall be submitted with the Bid]*

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### **BID FORM**

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

Project Identification No. : \_\_\_\_\_

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**FORM OF BID SECURITY: BANK GUARANTEE**

WHEREAS, Name of Bidder, hereinafter called "the Bidder," has submitted its bid dated \_\_\_\_\_ for the Contract ID and Name, hereinafter called "the Bid."

KNOW ALL MEN by these presents that We, Name of Bank of Name of Country, having our registered office at \_\_\_\_\_, hereinafter called "the Bank," are bound unto Name of Procuring Entity, hereinafter called "the Entity," in the sum of \_\_\_\_\_ *amount in words and figures* for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
  - a) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

The Guarantee will remain in force up to a period of \_\_\_\_\_ days from the opening of bids as stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank within the said period.

Name and Signature of Bank's Authorized Signatory  
Position

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

**FORM OF BID SECURITY: IRREVOCABLE LETTER OF CREDIT**

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Irrevocable Letter of Credit No. \_\_\_\_\_

For: Contract ID and Name \_\_\_\_\_

WHEREAS, Name of Bidder, hereinafter called the "Bidder," has undertaken to submit to you a bid for the abovestated Contract, and whereas you have stipulated in the Instructions to Bidders for the said Contract that the Bidder shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Bid Security for the faithful compliance of the obligations of the Bidder:

WHEREAS, the Conditions of this obligation are that:

- 4) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 5) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 6) if the Bidder, having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
  - c) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders; or
  - d) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

WHEREAS, we have agreed to guarantee this obligation of the Bidder.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to the total amount of amount of guarantee and we undertake to pay you,

**Department of Public Works and Highways**

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upon first written demand declaring the Bidder to be in default under the Instructions to Bidders and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until one hundred twenty (120) calendar days after the date of opening of bids for the said Contract on date.

This certification is being issued in favor of the said Bidder in connection with your requirements of the bidding for the said Contract. We are aware that any false statements issued by us make us liable to perjury.

*Name and Signature of Authorized Financing Institution*  
*Official Designation*

Concurred by:

*Name and Signature of Bidder's Authorized Representative*  
*Official Designation*

Department of Public Works and Highways

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

X-----X

**BID-SECURING DECLARATION**

**Invitation to Bid:** *[Insert reference number]*

**Contract ID:**

**Contract Name:**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 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 and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**Department of Public Works and Highways**

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

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

*Note: This must be dry-sealed.*

**CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT**

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the Project Manager, Project Engineer, Structural Engineer, Materials and Quality Control Engineer, Foremen, and other Key Personnel, as required in the Instructions to Bidders (Bid Data Sheet). Include Sub-Contractors, if any.

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

Name and Signature of Bidder's Representative

Date:

Position

Name of Bidder

**Department of Public Works and Highways**

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**LIST OF CONTRACTOR'S KEY PERSONNEL TO BE ASSIGNED TO THE  
CONTRACT, WITH THEIR QUALIFICATION DATA**

Date of Issuance

Name of Head of Procuring Entity

Position

Misamis Oriental First District Engineering Office

Address

Dear Sir/Madame:

Supplementing our Organizational Chart for the abovestated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key personnel to perform the duties of the positions indicated in the abovestated Contract if it is awarded to us:

Proposed Position ( <i>as applicable</i> )	Name	Years of Experience	
		Total (Similar and Related)	Similar Position
Project Manager			
Project Engineer			
Materials Engineer			
<u>Construction Safety Officer</u>			
Foreman			
<i>Others (specify)</i>			

2. We submit the enclosed Curriculum Vitae and Affidavits of Commitment to Work on the Contract of these key personnel.
3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and biodata of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replaced.
5. We understand that any violation of the abovestated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the DPWH.

Very truly yours,

Name and Signature of Bidder's Authorized Representative

**Department of Public Works and Highways**

**LIST OF CONTRACTOR'S MAJOR CONSTRUCTION AND LABORATORY EQUIPMENT UNITS TO BE ASSIGNED TO THE CONTRACT,  
SUPPORTED BY CERTIFICATIONS OF AVAILABILITY**

**Business Name** \_\_\_\_\_ :

**Business Address** \_\_\_\_\_ :

\_\_\_\_\_

	Descripti on	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location		Condition	Proof of Ownership / Lease/Purchase
<b>A. Owned<sup>1</sup></b>									
i.									
ii.									
iii.									
iv.									
v.									
<b>B. Leased<sup>2</sup></b>									
i.									
ii.									
iii.									
iv.									
v.									
<b>C. Under Purchase Agreements<sup>3</sup></b>									
i.									
ii.									
iii.									
iv.									
v.									

<sup>1</sup>Attached are copies of sales invoice /

Registration Certificate from LTO.

<sup>2</sup>Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract.

<sup>3</sup>Attached are the certifications from the vendors that the equipment units under C (Purchase Agreements) shall be available for this contract.

**Minimum major construction equipment requirement as prescribed in the Bid Data Sheet:** \_\_\_\_\_ **Minimum major laboratory equipment requirements as prescribed in Bid Data Sheet:** \_\_\_\_\_

Name and Signature of Bidder's Representative

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

Position

Name of Bidder



Department of Public Works and Highways

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OMNIBUS SWORN STATEMENT (Revised)

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

**AFFIDAVIT**

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

1. *Select one, delete the other:*

*If a sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. *Select one, delete the other:*

*If a sole proprietorship:* As the owner and sole proprietor or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of the Project]* of the *[Name of the Procuring Entity]* 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; **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

**Department of Public Works and Highways**

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**6. Select one, delete the rest:**

*[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office/Implementing Unit/End-User Unit, and the project consultants by consanguinity or affinity up to the third civil degree;*

*[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;*

*[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;*

7. *[Name of Bidder]* complies with existing labor laws and standards;
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Make an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*; and
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and understandings in the contract shall be sufficient grounds to constitute criminal liability for swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

\_\_\_\_\_  
*[Bidder's Representative/Authorized Signatory]*

**Department of Public Works and Highways**

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SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is personally known to me and was 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 exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no.

\_\_\_\_\_.

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

NAME OF NOTARY PUBLIC

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

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

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

**Department of Public Works and Highways**

**BILL OF QUANTITIES**

**A. Part No.** \_\_\_\_\_

**Part Description:** \_\_\_\_\_

<i>(Columns (1), (2), (3), and (4) are to be filled up by the Procuring Entity)</i>				<i>(Columns (5) and (6) are to be filled up by the Bidder)</i>	
Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
	<Description of 1st Item>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____
	<Description of 2nd Item>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____
	<Description of 3rd Item>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____
	<Description of 4th Item>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____
	<Description of 5th Item>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____

	<u>&lt;Description of 6th Item, etc.&gt;</u>			In words: Pesos _____ _____ _____ In figures: Php _____ _____	In figures: Php _____ _____ _____
<b>Sub-Total for this Page</b>					In words: Pesos _____ _____ _____ In figures: Php _____ _____

Submitted by:

Name and Signature of Bidder's Representative

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

Position

Name of Bidder

**Department of Public Works and Highways**

**SUMMARY OF BID PRICES**  
**(All Parts of Bill of Quantities or BOQ)**

**Instructions for completing the Summary of Bid Prices:**

- [illegible]

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

Department of Public Works and Highways

**CASH FLOW BY QUARTER**

PARTICULAR	TOTAL.	YEAR _____				YEAR _____			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %	100.0%								
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %	100.0%								
CUMULATIVE CASH FLOW, IN PhP									

  

PARTICULAR	TOTAL.	YEAR _____				YEAR _____			
		1st Q	2nd Q	3rd Q	4th Q	1ST Q	2ND Q	3RD Q	4TH Q
ACCOMPLISHMENT, IN %									
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %									
CUMULATIVE CASH FLOW, IN PhP									

**Submitted by:**

Name and Signature of Bidder's Representative

Position

Name of Bidder

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

**Department of Public Works and Highways**

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**BIDDER'S CHECKLIST OF REQUIREMENTS FOR ITS BID, INCLUDING TECHNICAL AND FINANCIAL COMPONENTS OF THE BID**

The Technical Component shall contain the following:

- ☐ PhilGEPS Certificate of Registration and Membership
- ☐ a. If not yet enrolled in the CWR
  - PCAB License and Registration
  - Statement of All Ongoing Government and Private Contracts
  - SLCC
  - NFCC Computation and Statement of Total Assets and Total Liabilities
  - JVA, if applicable
- b. If already enrolled in the CWR but wishes to update Eligibility Documents
  - Documents to be updated: \_\_\_\_\_
- ☐ Bid Security (Form DPWH-INFR-09, 10, or 11, as applicable)
- ☐ Project Requirements:
  - Duly initialed Organizational Chart for the Contract (Form DPWH-INFR-12)
  - Duly initialed Contractor's List of Key Personnel for the Contract (Form DPWH-INFR-13)
  - Duly initialed List of Contractor's Major Equipment (Form DPWH-INFR-14)
  - Sworn statement under RA9184-IRR Sec. 25.2b)iv) (Form DPWH-INFR-15)
    - ☐ Signatory is proprietor/duly authorized representative of bidder.
    - ☐ Full power and authority to perform acts or represent bidder.
    - ☐ Not "blacklisted" or barred from bidding.
    - ☐ Each document is authentic copy of original, complete, and correct.
    - ☐ Authorizing Head of Procuring Entity to verify all documents submitted.
    - ☐ Not related to HOPE, BAC, TWG, Secretariat, PMO/IU, within 3<sup>rd</sup> civil degree.
    - ☐ Complies with existing labor laws and standards.
    - ☐ Aware of and undertaken responsibilities as a bidder.
    - ☐ Did not give any commission, amount, fee, or consideration.

The Financial Component shall contain the following:

- ☐ Duly signed Bid Form
- ☐ Duly signed Bid Prices in the Bill of Quantities (Forms DPWH-INFR-16 and 17)
- ☐ Duly initialed Detailed Estimates
- ☐ Duly initialed Cash Flow by Quarter (Form DPWH-INFR-18)

**Department of Public Works and Highways**

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**PERFORMANCE SECURITY: IRREVOCABLE LETTER OF CREDIT**

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

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Fax Number

Subject: Irrevocable Letter of Credit No. \_\_\_\_\_

For Contract ID and Name

WHEREAS, Name of Contractor, hereinafter called "Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, and whereas you have stipulated in the said Contract that the Contractor shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Performance Security for the faithful compliance of the Contractor's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by the Contractor.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to the total amount of amount of guarantee and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This irrevocable guarantee is valid until the issuance by you of the Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

This certification is being issued in favor of the said Contractor in connection with the requirements of the bidding by your office for the abovementioned contract. We are aware that any false statements issued by us make us liable for perjury.

**Department of Public Works and Highways**

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Name and Signature of Authorized

Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

Concurred By:

Name and Signature of Contractor's

Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

*Note:*

*The amount committed should be machine validated.*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant  
exhibiting to me his/her *[insert Government ID No. \_\_\_\_\_]* issued on \_\_\_\_\_ at  
\_\_\_\_\_, Philippines.

Notary Public

Until 31 December 20\_\_\_\_

PTR No. \_\_\_\_\_

Issued at: \_\_\_\_\_

Issued on: \_\_\_\_\_

TIN No. \_\_\_\_\_

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

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

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

**Department of Public Works and Highways**

**B. PERFORMANCE SECURITY: BANK GUARANTEE**

To : Name of Head of the Procuring Entity  
Address

WHEREAS, Name and Address of Contractor, hereinafter called "the Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, hereinafter called "the Contract;"

WHEREAS, you have stipulated in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for compliance with his obligations in accordance with the Contract; and

WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This guarantee shall be valid until the date of issuance to the Contractor of your Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_  
NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

Department of Public Works and Highways

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**C. CONSTRUCTION METHODS  
OUTLINE OF NARRATIVE DESCRIPTION**

**1.0 INTRODUCTION**

Refer to the Bidding Documents and related materials.

**2.0 BRIEF DESCRIPTION OF CONTRACT WORKS**

State the general features of the contract works. Use tables and drawings as necessary.

**3.0 CONSTRUCTION METHODS AND PROCEDURES**

3.1 Methodology or General Approach

State the general approach in construction in terms of the use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of the materials, workmanship, and completed structure, according to the approved specifications and drawings/plans.

3.2 Program of Work

Progress bar chart with S-curve of activities in the contract works.

3.3 Financial Program

Cash flow schedule, provision for working capital, schedule of receipts, etc.

Submitted by:

Name and Signature of Bidder's Representative

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

Position

Name of Bidder

