

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

PROCURING ENTITY: **CEBU 3rd DISTRICT ENGINEERING
OFFICE**

Ibo, Toledo City, Cebu

BIDDING DOCUMENTS

FOR

PROCUREMENT ID/CONTRACT ID: **25HF0089**

CONTRACT NAME:

**Repair/Maintenance of DPWH Building Cebu 3rd District
Engineering Office, Main Building**

Location of the Contract:

Ibo, Toledo City

Date of Opening of Bids: August 13, 2025 – 10:00 A.M.

Start Date for Issuance
of Bidding Documents: **07/25/2025**

TABLE OF CONTENTS

ANNEX II-1.1A: Section I. Invitation to Bid (IB)	5
ANNEX II-1.1B: Section II. Eligibility Requirements (ER)	8
ANNEX II-1.1C: Section III. Eligibility Data Sheet (EDS)	16
ANNEX II-1.1D: Section IV. Instructions to Bidders (ITB)	18
ANNEX II-1.1E: Section V. Bid Data Sheet (BDS)	54
ANNEX II-1.1F: Section VI. General Conditions of Contract (GCC)	61
ANNEX II-1.1G: Section VII. Special Conditions of Contract (SCC).....	95
ANNEX II-1.1H: Section VIII. Specifications.....	99
ANNEX II-1.1I: Section IX. Drawings	99
ANNEX II-1.1J: Section X. Bill of Quantities (BOQ)	100
ANNEX II-1.1K: Section XI. Bidding Forms (BFs)	110

ANNEX II–1.1A

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) (**Form DPWH-INFR-04**) provides information that enables interested Bidders to decide whether to participate in the procurement of the particular contract at hand. The Procuring Entity shall undertake the following:

- a. Advertise the IB at least once in one (1) newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of the advertisement, provided that this requirement for advertisement shall not apply to contracts with an ABC of PhP 15 million or below each;
- b. Post the IB the following websites:
 - (1) Website of the DPWH **www.dpwh.gov.ph**, continuously starting on the date of advertisement of the **IB** until the deadline for submission and receipt of bids
 - (2) Website of the Philippine Government Electronic Procurement System (PhilGEPS) **www.philgeps.gov.ph**, continuously for seven (7) calendar days starting on the date of advertisement of the **IB**.
 - (2) Website prescribed by the concerned foreign government/foreign or International financing institution or IFI (e.g., United Nations Development Business (UNDB), Market), continuously for seven (7) calendar days starting on the date of advertisement of the **IB**. Together with the **IB**, post the other parts of the **BDs** for the contract on the three websites mentioned over the same periods.
- c. Post the IB at any conspicuous place reserved for this purpose in the premises of the Procuring Entity, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity for seven (7) calendar days starting on the date of advertisement of the IB.

The **IB** shall include the following:

- a. Procurement/Contract ID, name and location, brief description of the type, size, major items and other important or relevant features of the works.
- b. Approved Budget for the Contract (ABC).
- c. Source of funding.
- d. Contract duration.

- e. Statement that the bidding is conducted in accordance with RA 9184 and its Implementing Rules and Regulations (IRR).
- f. General statements of the criteria to be used for the eligibility check, examination and evaluation of bids, post-qualification, and award.
- g. Date, time, deadline, and place for the issuance/downloading of Bidding Documents, Pre- Bid Conference, receipt of bids, and opening of bids.
- h. Payment of Fee for the BDs.
- i. Reservation for the Procuring Entity to accept/reject any/all bids or annul the bidding process without any liability to the bidders.
- j. Name, address, telephone number, fax number, email and website addresses of the concerned Procuring Entity and its designated contact person.
- k. Statement as to whether or not Electronic Bidding, under GPPB Resolution No. 13-2013, will be adopted in this procurement.
- l. Other necessary information as determined by the Procuring Entity.

The **IB** should be incorporated into the contract-specific Bidding Documents (**BDs**). The information contained in the **IB** must be consistent with all other parts of the **BDs**, including the Instructions to Bidders (**ITB**) and the Bid Data Sheet (**BDS**).

Department of Public Works and Highways (DPWH)

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City

CEBU 3RD **DISTRICT ENGINEERING OFFICE** REGIONAL OFFICE VII Ibo, Toledo City, Cebu

INVITATION TO BID

1. The **DPWH Cebu 3rd District Engineering Office**, through the **FY 2025 GAA, SR 2025-03-007374** to apply the sum of **Php 1,463,000.00** the Approved Budget for the Contract (ABC) to payments under the contract for **25HF0089**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DPWH Cebu 3rd District Engineering Office** through its Bids and Awards Committee now invites bids for the hereunder Works:

Name of Contract	:	Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building
Contract ID No.	:	25HF0089
Locations	:	Ibo, Toledo City, Cebu
Scope of Works	:	Repair/Maintenance of DPWH Main Building
Approved Budget for the Contract	:	Php 1,463,000.00
Contract Duration	:	90 Calendar Days

3. Prospective Bidders should be (1) registered with and classified by the Philippine Contractors Accreditation Board (PCAB) with PCAB LICENSE Category of **C & D**. 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), 5th 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 to further post-qualification. Information on registration can be obtained from the PrS during working weekdays from 7:00 am to 4:00 pm or at the DPWH website 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 Cebu 3rd District Engineering Office** and inspect the Bidding Documents at **Ibo, Toledo City, Cebu** 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 25, 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 **Php 5,000.00**.

7. It may also be downloaded free of charge from the 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 Cebu 3rd District Engineering Office** will hold a Pre-Bid Conference on **July 31, 2025, 02:00 pm – 05:00 pm through video-conferencing/webcasting via Zoom** which shall be open to prospective bidders. Please find below the Zoom details.

Join Zoom Meeting
<https://zoom.us/j/91957719861?pwd=eGNuVklYUUJXVWpFeFU0YTNUc3NPZz09>

Meeting ID: 5993795168
Passcode: C3DEO2024
9. Bid submission 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**.
10. Bids must be duly received by the BAC Secretariat at the address below for manual submission or at electronicbids_cebu3@dpwh.gov.ph for electronic submission on or before **August 13, 2025, 10:00 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.
11. Bid opening shall be on **August 13, 2025, 10:00 AM** at **DPWH Cebu 3rd District Engineering Office Conference Room**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
12. **D.O. 34 series of 2020** Basic Hygiene, Workplace Sanitation and Social Distancing Measures to be Observed in the Workplace requires visitors must have confirmed appointments in the Procurement Unit and please be advised to fill out the DPWH Cebu 3rd DEO Visitor Health Declaration Form <https://forms.gle/pEBZ6BraMPcSfa8VA> one day before the meeting.
13. The **DPWH Cebu 3rd District Engineering Office** 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:

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Approved by:

Dates of Posting/Publication:
07/25/2025– DPWH Website
07/25/2025– PhilGEPS Website

LESIL M. AMAMIO
BAC Chairperson

ANNEX II-1.1B

Section II. Eligibility Requirements

Notes on the Eligibility Requirements (ER)

This Section provides the information necessary for prospective bidders to prepare responsive applications for eligibility to bid for the Contract in accordance with the requirements of the Procuring Entity.

The provisions contained in this Section shall be used unchanged. Additional information or requirements specific to each contract to be procured shall be specified in the Eligibility Data Sheet (EDS).

STANDARD FORMAT 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 Application (CWA);** there is no need for a contractor already enrolled in the CWA Registry to submit the same Documents. Prior enrolment or registration of a contractor with the CWA, 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 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)

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 (JV) partners shall be included in the bid, to the effect that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a JV shall be a ground for the forfeiture of the Bid Security. Each partner of the JV shall submit the PhilGEPS Certificate of Registration in accordance with Section 8.5.2 of the IRR of RA 9184. The submission of technical and financial eligibility documents by any of the JV partners constitutes compliance. 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:

Technical Requirements for Eligibility

- (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

Size Range	License Category	Single Largest Project/ Required Track Record	Allowable Range of Contract Cost (ARCC)
Large B	AAAA and AAA	Above 225 Million	< or above 450 Million
Large A	AA	Above 150 Million up to 225 Million	Up to 450 Million
Medium B	A	Above 75 Million up to 150 Million	Up to 300 Million
Medium A	B	Above 15 Million up to 75 Million	Up to 150 Million
Small B	C & D	≤ 15 Million	Up to 30 Million
Small A	Trade/E	Up to 1 Million	Up to 1 Million

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

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 subcontractor 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.

ANNEX II-1.1C

Section III. Eligibility Data Sheet (EDS)

Notes on the EDS

This Section is intended to assist the Procuring Entity in providing the specific information and requirements in relation to corresponding clauses in the Eligibility Requirements (ER) for each specific procurement.

The Procuring Entity should indicate in this Section the information pertaining to the contract at hand that specifies and complements provisions of the ER.

Eligibility Data Sheet

Eligibility Requirements	
1c (1)	The ABC for this contract is: Php 1,463,000.00
1c (1)	The required PCAB license for this contract is as follows: a. Size Range: <u>Small B</u> b. License Category: <u>C & D</u> Largest Single Project: <u>≤ 15 Million</u> c. <u>Allowable Range of Contract Cost: Up to 30 Million</u>
1c (2)	(1) The following are the “Major Categories of Works” involved in the contract to be bid: BIR – Buildings: Repair (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: BIRTH, BIRTL, BICWPLCDP, BICWPHCDP, BICWPLCCP, BICWPHCCP, BICWPLSDP, BICWPHSDP, BICWPLSCP, BICWPHSCP, BICWOPLS, BICWOPHS, BICWOPLC, BICWOPHC, BIL, BIM, BIH, MBG (3) The following “Qualifiers” shall be applied to this contract: <u>none</u>
2.	<i>“Electronic Bidding will be adopted in this procurement.”</i>

ANNEX II-1.1D

Section IV. Instructions to Bidders

Notes on the Instructions to Bidders (ITB)

This Section of the **Bidding Documents (BDs)** provides the information necessary for Bidders to prepare responsive Bids in accordance with the requirements of the Procuring Entity. It also provides information on the Bid submission, opening, and evaluation, post-qualification, and award of contract.

The provisions of this Section are to be used unchanged. **Annex II-1.1E: Bid Data Sheet (BDS)** consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section, and that are specific to each particular contract to be procured.

Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under **Annex II-1.1F: General Conditions of Contract (GCC)**, and/or **Annex II-1.1G: Special Conditions of Contract (SCC)**.

STANDARD FORMAT

INSTRUCTIONS TO BIDDERS (ITB)

TABLE OF CONTENTS

A. GENERAL	20
1. Scope of Bid	20
2. Budget and Source of Funds	20
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	20
4. Conflict of Interest	22
5. Eligible Bidders	23
6. Bidder's Responsibilities	23
7. Origin of Goods and Services	25
8. Sub-contracts	25
9. Pre-Bid Conference	26
B. CONTENTS OF BIDDING DOCUMENTS	27
10. Content of Bidding Documents	27
11. Clarification/Amendment of Bidding Documents through Bid Bulletins ..	28
C. PREPARATION OF BIDS	28
12. Cost of Bidding	28
13. Language of Bid	29
14. Documents Comprising the Bid	29
15. Bid Prices	32
16. Currencies of Bid and Payment	32
17. Bid Validity	33
18. Bid Security	35
19. Alternative Bids by Bidders	35
20. Format and Signing of Bid	36
21. Sealing and Marking of Bids	37
D. SUBMISSION AND OPENING OF BIDS	37
22. Place and Deadline for Receipt of Bids	37
23. Late Bids	37
24. Modification and Withdrawal of Bids	37

25. Receipt of Bids under Electronic Bidding	38
26. Eligibility Check	39
27. Opening and Preliminary Examination of Bids	42
28. Opening and Preliminary Examination under Electronic Bidding	43
E. EVALUATION AND COMPARISON OF BIDS	44
29. Process to be Confidential	44
30. Clarification of Bid	44
31. Detailed Evaluation and Comparison of Bids	44
32. Procedure for Detailed Evaluation of Bids under Electronic Bidding.....	46
33. Post-Qualification of the Lowest Calculated Bid	47
34. Post-Qualification under Electronic Bidding	48
35. Right of the Procuring Entity to Reject Bids	49
F. AWARD OF CONTRACT	50
36. Award Criterion	50
37. Notice of Award	50
38. Performance Security	51
39. Documents Comprising the Contract	53
40. Signing and Approval of the Contract	53
41. Notice to Proceed	53

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

- 1.1 The Procuring Entity, as defined in the **BDS**, invites Bids for the construction of the Works under the proposed Contract, as described in the **BDS**. The name and ID of the Contract are stated in the **BDS**.
- 1.2 The winning Bidder will be expected to complete the Works by the intended completion date specified in the **SCC** Clause 1.17.

2. Budget and Source of Funds

The Procuring Entity has an Approved Budget for the Contract (ABC) or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the Contract for the Works.

3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1 The Procuring Entity requires that the Bidders and Contractors, as well as officials and personnel of the Procuring Entity, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DPWH:

- a. defines, for purposes of this provision, the terms set forth below as follows:
 1. "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and others, or induce others to do so, by misusing the positions in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders – before or after Bid submission - designed to establish Bid prices at artificial, non-competitive levels

and to deprive the Procuring Entity of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish Bid prices at artificial, noncompetitive levels.
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
 5. "Obstructive practice" is:
 - a. deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceeding or investigation or making false statements to investigators in order to materially impede an administrative proceeding or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - b. acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract; and
 - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing or, or in executing, a Contract.

3.2. Furthermore, the Procuring Entity will also seek to impose the maximum penalties for civil and criminal liability available under the applicable law on individuals and organizations deemed to be involved in corrupt, fraudulent, collusive or coercive practices.

3.3. The Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a particular contract, through DPWH official or independent auditors as provided in **GCC** Clause 35.

4. Conflict of Interest

4.1 All Bidders found to have a conflict of interest shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have a conflict of interest with another Bidder in any of the events described in items **a** through **d** of this **ITB** Clause 4.1 and a general conflict of interest in any of the circumstances set out in items **e** through **h** of **ITB** Clause 4.1:

- a. A Bidder has controlling shareholders in common with another Bidder.
- b. A Bidder receives or has received any direct or indirect subsidy from any other Bidder.
- c. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid.
- d. A Bidder has a relationship, directly or through third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project.
- e. A Bidder submitted more than one Bid in this bidding process. However, this does not limit the participation of sub-contractors in more than one Bid.
- f. A Bidder participated as a consultant in the preparation of the design or technical specifications of the works, goods and related services that are the subject of the Bid.
- g. A Bidder lent, or temporary seconded, its personnel to firms or organizations which are engaged in consulting services for the preparation related to the procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, the Bidder must include in its Bid a sworn affidavit (part of **Form DPWH-INFR-15**, as provided in Clause 10.1 of this **ITB**) that it is not related to the Head of the Procuring Entity (HoPE), members of the BAC, the Technical Working Group (TWG), and the BAC Secretariat, the head of the IU, and the project consultants, by consanguinity or affinity up to the third civil degree. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 30 of this IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or

affinity shall automatically disqualify the bidder from participating in the procurement of contracts of the Procuring Entity, notwithstanding the act of such persons inhibiting themselves from the procurement process. On the part of the bidder this provision shall apply to the following persons:

- a. If the Bidder is an individual or a sole proprietorship, to the Bidder himself.
- b. If the Bidder is a partnership, to all its officers and members.
- c. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders.
- d. If the bidder is a cooperative, to all its officers, directors, and controlling shareholders or members.
- e. If the Bidder is a joint venture (JV), to each member of the JV for the applicable items a, b, and c of this Clause.

5. Eligible Bidders

Unless otherwise indicated in the **BDS**, bidders must meet the **Eligibility Requirements** in **ANNEXII-1.1B** of the **SBDs**. In addition, the **BDS** shall indicate any “qualifier” to the “similar work category” that must be met by the eligible bidder.

6. Bidder’s Responsibilities

6.1 The Bidder is responsible for the following:

- a. Having taken steps to carefully examine all of the Bidding Documents.
- b. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract.
- c. Having made an estimate of the facilities available and needed for the contract to be bid, if any.
- d. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 11.3.
- e. Ensuring that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GOP) or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board (GPPB).
- f. Ensuring that 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

- g. Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted.
- h. Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture.
- i. Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019.
- j. Complying with existing labor laws and standards, if applicable.
- k. Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.2** The Bidder or its duly authorized representative shall submit a sworn statement, covering items e to k of **ITB** Clause 6.1 above, in the form prescribed in **DPWHINFR- 15** in **ANNEX II-1.1K** hereof.
- 6.3** The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4** It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 6.5** The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6** Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7** The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8** Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods and Services

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Sub-Contracts

- 8.1** Unless otherwise specified in the **BDS**, sub-contracting of the Works shall be subject to the provisions of DPWH Department Order (DO) No. 38, series of 2015, as stated in Clauses 8.2 to 8.7.
- 8.2** All sub-contracts shall be subject to prior approval of the concerned Heads of the DPWH Procuring Entity within the limits of their delegated authority to approve the original contracts.
- 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 **BDS**, provided that the main 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 subcontracted 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 to cover the cost of the work to be sub-contracted, as well as minimum equipment and manpower for the sub-contracted work set

by the Procuring Entity. These requirements shall not apply to labor pakyaw contracts provided in the IRR Appendix 11.

- 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. If the bidder opts to disclose the name of the sub-contractors during the bid submission, the bidder shall include the required eligibility documents for the sub-contractors as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and 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 made without prior written approval by the concerned HoPE, 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 3, 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. Pre-Bid Conference

- 9.1** If so specified in the **BDS**, a Pre-Bid Conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project. The Pre-Bid Conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of Bids. However, attendance of the Bidders shall not be mandatory. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the Pre-Bid Conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2** Bidders are encouraged to attend the Pre-Bid Conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as

recorded in the minutes of the Pre-Bid Conference and the Supplemental/Bid Bulletin.

9.3 Any statement made at the Pre-Bid Conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

9.4 If, as indicated in the **BDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe following procedure with regard to the **PBC**:

- a. For contracts to be bid where the conduct of PBC is required under Section 22 of RA 9184-IRR (Section 5.5.3 of this Manual Volume II), the same procedure governing the manual method will also apply.
- b. A Procuring Entity with videoconferencing capabilities may conduct its PBC conferences electronically, provided that its Registered Merchants shall also have similar capabilities and facilities.
- c. During the conduct of the PBC, Registered Merchants may send requests for clarification through the PhilGEPS online facility, which shall be read during the meeting and shall form part of the minutes, unless the Procuring Entity has previously decided that only those who have purchased the Bidding Documents shall be allowed to participate in the PBC and raise or submit written queries or clarifications.
- d. The minutes of the PBC shall be recorded as an electronic document made electronically available to all participating Registered Merchants through the PhilGEPS Electronic Bulletin Board not later than three (3) calendar days after the PBC.
- e. Requests for clarification(s) on any part of the **BDS** or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity, either electronically through the PhilGEPS or otherwise, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- f. Only Bid Bulletins/Supplements approved by the Bid Notice Approver shall be posted in the PhilGEPS at least seven (7) calendar days before the deadline for the submission and receipt of bids. The PhilGEPS shall automatically notify through e-mail all Registered Merchants who have downloaded the bidding documents and paid the **BDS** Fee.

B. Contents of Bidding Documents

10. Content of Bidding Documents

The set of Bidding Documents (BDs) for the specific contract at hand consists of the documents listed below and bulletins issued in accordance with **ITB** Clause 11

Reference in the SBDs

Section I. Invitation to Bid (IB)	ANNEX II-1.1A
Section II. Eligibility Requirements (ER)	ANNEX II-1.1B
Section III. Eligibility Data Sheet (EDS)	ANNEX II-1.1C
Section IV. Instructions to Bidders (ITB)	ANNEX II-1.1D
Section V. Bid Data Sheet (BDS)	ANNEX II-1.1E
Section VI. General Conditions of Contract (GCC)	ANNEX II-1.1F
Section VII. Special Conditions of Contract (SCC)	ANNEX II-1.1G
Section VIII. Specifications	ANNEX II-1.1H
Section IX. Drawings	ANNEX II-1.1I
Section X. Bill of Quantities (BOQ)	ANNEX II-1.1J
Section XI. Bidding Forms (BFs)	ANNEX II-1.1K
Section XII. Foreign-Assisted Projects (FAPs) – if applicable	ANNEX II-1.1L

- 10.1** Bidders should note that the Procuring Entity shall only accept Bids from Bidders that have purchased the **BDs** from the office indicated in the **IB**, or have downloaded the **BDs** from the DPWH website subject to the payment of the fee for the **BDs** upon submission of their bids.

11. Clarification/Amendment of Bidding Documents through Bid Bulletins

- 11.1** Bidders may request clarification(s) or an interpretation of any part of the **BDs**. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids. The BAC of the Procuring Entity shall respond to the said request by issuing a Bid Bulletin.
- 11.2** The BAC, upon its initiative, may also issue Supplemental/Bid Bulletins to amend or clarify any provision of the **BDs** not later than seven (7) calendar days before the deadline for the receipt of Bids.
- 11.3** Any Supplemental/Bid Bulletin issued by the BAC shall be posted on the websites of the DPWH and the Philippine Government Electronic Procurement System (PhilGEPS). It shall be the responsibility of all Bidders who secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 24.

C. Preparation of Bids

12. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs.

13. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

14. Documents Comprising the Bid

14.1 Unless otherwise indicated in the **BDS**, the Bidder shall submit its Bid in accordance with the provisions of **ITB** Clauses 14.2 to 14.4.

14.2 The Bidder shall present its Bid which shall consist of the Bid Form including the Technical Proposal and the Financial Proposal.

a. Technical Proposal – This shall include all of the following documents:

- (1) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR.
- (2) If the bidder is not previously enrolled in the CWR: the bidder's Class "A" and Class "B" Documents, together with the CCASR, in accordance with Section 4.8.2 of this Manual Volume II. These Documents should include, among others, the following information required in **IRR Section 25.2b**:
 - (a) PCAB License and Registration
 - (b) Statement of all On-going Government and Private Contracts
 - (c) SLCC
 - (d) NFCC
 - (e) JVA, if applicable

Bid Security with/in the required form, amount, and validity period as provided in **ITB Clause 18** (Use **Form DPWH-INFR-10 or 11 or 12**).

- (3) Project Requirements which shall include the following:
 - (a) Organizational chart for the contract to be bid (Use **Form DPWH-INFR-13**).
 - (b) List of contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data (Use **Form DPWHINFR-14**). These personnel must meet the required minimum years of experience shown in the **BDS**.
 - (c) List of contractor's major construction and laboratory equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership and certification of availability of equipment from the equipment lessor/vendor for the duration of the project (Use **Form DPWH-INFR-15**), as the case may be. These equipment units must meet the minimum major equipment requirements for the contract set in the **BDS**.
- (4) Omnibus sworn statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB as to the following (Use **Form DPWH-INFR-16**):
 - (a) It is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or LGUs, including foreign government/ foreign or international financing institution whose blacklisting rules have been recognized by the GPPB.
 - (b) 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.
 - (c) It is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted.
 - (d) The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, or duly notarized

Special Power of Attorney in case of sole proprietorship, partnership or joint venture.

(e) It complies with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of R.A. 3019.

(f) It complies with the responsibilities of a prospective or eligible bidder provided in the **BDS**, including **ITB 6**.

(g) It complies with existing labor laws and standards.

(h) It 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.

a. Financial Proposal – This shall include all of the following documents:

(1) Bid Form, using **Form DPWH-INFR-09**.

(2) Bid prices in the **Bill of Quantities (BOQ)** in the prescribed Forms (Use **Forms DPWH-INFR-17 and 18**). The bid prices may be in terms of (a) bid unit prices for different work items under the **BOQ**, or (b) fixed total lump-sum price for the entire contract, based on the type and complexity of the project.

(3) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid.

(4) Cash flow by quarter (Use **Form DPWH-INFR-19**).

14.3 Unless indicated in the **BDS**, all Financial Proposals that exceed the Approved Budget for the Contract (ABC) indicated in **BDS 1.3** shall be rejected.

a. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) The **BDS** are obtainable free of charge on a freely accessible website. If payment of the **BDS** is required by the Procuring Entity, payment could be made upon the submission of bids.

(ii) The Procuring Entity has procedures in place to ensure that the

ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates are based on adequate detailed engineering and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works to be procured.

(iii) The Procuring Entity has trained cost estimators on estimating prices and analyzing bid variances. It must also have trained quantity surveyors.

(iv) The Procuring Entity has established a system to monitor and report bid prices relative to the ABC and the Procuring Entity's estimate.

(v) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of works.

14.4 The bidder may use, as reference, the checklist of requirements for its Technical and Financial Proposals, as shown in **Form DPWH-INFR-20**.

15. Bid Prices

15.1 The Contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced **BOQ** (Use **Form DPWH-INFR-17**) submitted by the Bidder.

15.2 The Bidder shall fill in its unit and total Bid prices for all items of the Works described in the **BOQ**. Bids not addressing or providing all of the required items in the **BOQ**, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a dash ("-") for the said item would mean that it is being offered for free to the Government.

15.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of Bids, shall be included in the Bid prices submitted by the Bidder.

15.4 For the given scope of work in the Contract as awarded, all Bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in **GCC** Clause 47. Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Furthermore, 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.

16. Currencies of Bid and Payment

16.1 All Bid prices shall be quoted in Philippine Peso sunless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.

16.2 If so allowed in accordance with **ITB** Clause16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

16.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1 Bids shall remain valid for the period specified in the **BDS**, which shall not exceed one hundred twenty (120) days from the date of the opening of Bids.

17.2 In exceptional circumstances, the Procuring Entity may request that the Bidders extend the period of validity of their Bids for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of the Bid Security for the period of the extension, and in compliance with **ITB** Clause 14 in all respects.

18. Bid Security

18.1 The Bidder shall submit to the Procuring Entity, as part of its Bid, a Bid Securing Declaration (using **Form DPWH-INFR-12**) and at least one (1) other form of Bid Security in an amount equal to a percentage of the ABC in accordance with the following schedule:

Form	Minimum
(1) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	2% of ABC
(2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (Use Form DPWH-INFR-10 or 11)	2% of ABC
(3) Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue	5% of ABC

18.2 A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security within ten (10) calendar days, or less, as indicated in the **BDS**, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (GPPB).

18.3 The Bid Security should be valid for the period specified in the **BDS**.

18.4 Any Bid not accompanied by a Bid Securing Declaration or an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.

18.5 No Bid Securities shall be returned to Bidders after the opening of Bids and before contract signing, except to those that failed to comply with any of the requirements to be submitted in the Technical Proposal and Financial Proposal of the Bid, as provided in the IRR of R.A. 9184. Without prejudice to the forfeiture of Bid Securities, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid has signed the Contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in the **BDS**.

18.6 The Bid Security may be forfeited:

- a. if the Bidder withdraws its Bid after Bid opening during the period of Bid validity; or
- b. if the Bidder does not accept the correction by the Bids and Awards Committee of arithmetical and computational errors in its Bid prices, pursuant to **ITB** Clause 28; or
- c. in the case of the winning Bidder, if the Bidder fails, within ten (10) days from its receipt of the Notice of Award, to:

(1) submit to the Procuring Entity the following documents:

- (a) Notice of Award with the bidder's signed "conforme;"
- (b) Authority of Signing Official/Board Resolution/Secretary's Certificate;
- (c) For a joint venture (JV), Contractor's PCAB Special JV License and JV Agreement;
- (d) Performance Security (Use **Form DPWH-INFR-43** or **DPWH-INFR-44**, as applicable);

- (d) Construction Methods (Use **Form DPWH-INFR-45**);
 - (e) Construction Schedule in the form of PERT/CPM Diagram or Precedence diagram and Bar Chart with S-Curve (Use **Form DPWH-INFR-46**);
 - (f) Manpower Schedule (Use **Form DPWH-INFR-47**);
 - (h) Equipment Utilization Schedule (Use **Form DPWH-INFR- 48**);
 - (i) Construction Safety and Health Program (Use **Form DPWH-INFR-49**);
 - (j) Contractor's All Risk Insurance (CARI);
 - (k) Latest Income Tax and Business Returns duly stamped and received by BIR and duly validated with the tax payments made. Tax Clearance from the BIR to prove full and timely payment of taxes;
 - (l) For a local contractor, Certification under oath stating that the Contractor is free and clean of all tax liabilities;
 - (m) For a foreign bidder, valid PCAB License and Registration for the type and cost of the contract to be bid, when the Treaty or International or Executive Agreement expressly allows submission of the PCAB License and Registration for the type and cost of the contract to be bid as a precondition to the NOA; and
 - (n) Integrity Pledge in accordance with Department Order No. 86, series of 2013; or
- (2) sign the Contract Agreement; or
- d. if the Bidder submits eligibility requirements that contain false information or falsified documents, or conceals such information, in order to influence the outcome of the eligibility screening or any other stage of the bidding; or
 - e. if the Bidder submits Bids that contain false information or falsified documents, or conceals such information in the Bids, in order to influence the outcome of the bidding; or
 - f. if the Bidder allows the use of its name by another contractor, or uses the name of another contractor, for purposes of public bidding; or
 - g. if the Bidder refuses to clarify or validate in writing its Bid during postqualification within a period of seven (7) calendar days from receipt of the

request for clarification; or

- h. if the Bidder makes any documented unsolicited attempt to unduly influence the outcome of the bidding in its favor; or
- i. if the Bidder commits any other act that tends to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding or submitting letters of non-participation for at least three (3) times within twelve (12) months, except for valid reasons.

19. Alternative Bids by Bidders

19.1 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. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

19.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

20. Format and Signing of Bid

20.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section XI** of the **SBDs (ANNEX IIA-11)** on or before the deadline specified in the **ITB** Clause 22 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid as provided in **ITB** Clause 14.2a, and the second shall contain the financial component of the bid as provided in **ITB** Clause 14.2a.

20.2 Forms as mentioned in **ITB** Clause 20.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

20.3 The Bidder shall submit one original of the Technical Proposal and one original of the Financial Proposal as described in **ITB** Clause 20.1 and clearly

mark each as "ORIGINAL - TECHNICAL PROPOSAL" and "ORIGINAL – FINANCIAL PROPOSAL". In addition, the Bidder shall submit copies of the Technical Proposal and the Financial Proposal, and clearly mark them "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO.... – FINANCIAL PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.4 The original copy of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Each page of the Bid Form and the accomplished Bill of Quantities shall be signed by the Bidder or its duly authorized representative. Failure to do so shall be a ground for the rejection of the Bid.

20.5 Any interlineations, erasures, alterations or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

20.6 Commissions or gratuities are not allowed.

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original of the Technical Proposal in one sealed envelope marked as "ORIGINAL - TECHNICAL PROPOSAL"; whereas, the original of the Financial Proposal shall be enclosed in another sealed envelope marked as "ORIGINAL - FINANCIAL PROPOSAL". Both envelopes shall then be placed in another single envelope marked as "ORIGINAL BID."

21.2 Each copy of the Technical Proposal and Financial Proposal, shall be similarly sealed duly marked as "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO... – FINANCIAL PROPOSAL" respectively and the outer envelope as "COPY NO".

21.3 These envelopes containing the original and the copies shall then be enclosed in one single envelope that shall:

- a. indicate the name of the Contract to be bid;
- b. bear the name and address of the Bidder;
- c. be addressed to the Procuring Entity in accordance with **ITB** Clause 7;
- d. bear the specific identification of this bidding process indicated in the **BDS**; and
- e. bear a warning "DO NOT OPEN BEFORE..." the time and date for the opening of Bids, in accordance with **ITB** Clause 21.

- 21.4** If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid. If a Bid is not sealed and marked as required, the bidder or its authorized representative shall acknowledge the condition of such Bid as submitted; otherwise the Bid shall be disqualified.

D. Submission and Opening of Bids

22. Place and Deadline for Receipt of Bids

Bids must be received by the BAC of the Procuring Entity at the address and on or before the deadline indicated in the **BDS**.

23. Late Bids

Any Bid submitted after the deadline for the receipt of Bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 18, shall be declared "Late" and shall not be accepted by the Procuring Entity.

24. Modification and Withdrawal of Bids

24.1 The Bidder may modify its Bid after it has been submitted provided that the modification is received by the Procuring Entity prior to the deadline prescribed for the receipt of Bids by the BAC. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit another Bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

24.2 A Bidder may, through a Letter of Withdrawal, withdraw its Bid after it has been submitted, for valid and justifiable Reasons; Provided That the Letter of Withdrawal is received by the Procuring Entity not later than the deadline for the receipt of Bids.

24.3 Bids requested to be withdrawn in accordance with **ITB** Clause 20.2 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of Bids. A Bidder that withdraws its Bid shall not be permitted to submit another Bid, directly or indirectly, for the same contract.

24.4 No Bid may be modified after the deadline for the receipt of Bids. No Bid may be withdrawn in the interval between the deadline for the receipt of Bids and the of the period of Bid validity specified by the Bidder in accordance with **ITB** Clause 13.1. Withdrawal of a Bid during this interval may result in the

forfeiture of the Bidder's Bid Security, pursuant to the **ITB** Clause 14.5, and the imposition of administrative, civil and criminal sanctions as prescribed by R.A. 9184 and its IRR.

25. Receipt of Bids under Electronic Bidding

If, as indicated in the **BDS**, 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 submission and receipt of bids:

- a. On-line Bidders may submit their eligibility requirements to the Procuring Entity through the e-bidding facility of PhilGEPS.
- b. Joint Ventures
 - (1) In case of joint venture, each partner of the joint venture must: (i) be registered in the PhilGEPS, (ii) secure Certified Membership Status, and (iii) electronically send its respective eligibility documents.
 - (2) The joint venture partners must identify and designate the Primary and Secondary Partner(s).
 - (3) Before the PhilGEPS will accept submissions of Technical and Financial Proposals from the Primary Partner, there must be a confirmation from the Secondary Partner(s) as to existence of, or agreement to enter into, a joint venture.
 - (4) Upon Confirmation, the Primary Partner shall be required by the PhilGEPS to upload the Joint Venture Agreement or a duly notarized statement.
- c. With regard to the requirement for a Bid Security as part of the Technical Proposal under Section 5.6.2a(2) above, the following guidelines shall be observed:
 - (2) On-line bidders may submit the Bid Security in cash through the PhilGEPS electronic payment facility.
 - (3) In case of other forms of Bid Security, the on-line bidder shall prepare and submit a scanned copy of the Bid Security together with the electronic bid. However, the original Bid Security must be submitted to the BAC concerned before the end of business hours on the day of bid submission, a failure of which shall automatically render the bid submission as noncompliant.
 - (4) If the on-line bidder sends the original Bid security through registered mail or private courier, the indicated date of receipt by the postal service or private courier shall be considered as the date of submission to the BAC concerned, without prejudice to any verifications during post qualification.

- d. On-line Bidders, or the Primary Partner in the case of Joint Ventures, shall electronically submit their bids through the Bidder's On-line Nominee, at any time before the closing date and time specified in the **BDS**.
- e. The actual time of bid submission of an On-line Bidder shall be the time indicated on the PhilGEPS Server when the bidder clicks the "Submit" button which shall be automatically recorded by the PhilGEPS. Upon receipt of a bid, the PhilGEPS shall automatically generate a bid receipt page that can be printed by the on-line bidder. This contains the recorded "submission time" which shall be considered as the Official Submission Time of the bidder.
- f. An On-line Bidder may modify its bid at any time before the closing date and time for the submission and receipt of bids.
- g. An On-line Bidder may withdraw its bid before the deadline for the submission and receipt of bids.
- h. The PhilGEPS shall bar all incoming bids after the closing date and time.

26. Eligibility Check

- 26.1** Unless otherwise indicated in the **BDS**, after determining the names of the bidders that submitted bids for the contract at hand, the BAC of the Procuring Entity, assisted by its BAC Secretariat, shall check if each bidder that submitted bids is eligible to bid for the contract being procured. This shall be done electronically by computer using the data and program in the DPWH Civil Works Application (CWA). The submission of the Original Receipt (OR) for payment of the **BDS** for the contract issued by any DPWH field office is sufficient for the BAC of the Procuring Entity to undertake the electronic eligibility evaluation of contractors.
- 26.2** The BAC Secretariat of the Procuring Entity shall enter into the CWA the Contract Profile (CP) for the contract being procured. The CP will give the basic contract data, including the ABC, works similar to those of the contract to be bid, and contract duration.
- 26.3** In case a bidder is already enrolled in the CWA and submits the Original Receipt (OR) for payment of the **BDS** for the contract issued by any DPWH field office, together with its bid, the BAC Secretariat shall enter into the CWA the PCAB License Number and/or name of the bidder.
- 26.4** In case a bidder is not previously enrolled in the CWA and submits its Eligibility Requirements – i.e., Class "A" and Class "B" Documents under its CCASR – as part of its bid, together with Original Receipt (OR) for payment of the **BDS** for the contract issued by any DPWH field office, the BAC Secretariat shall immediately encode and enter into the CWA the appropriate

data and information – e.g., SLCC, NFCC, etc. - from the submitted Documents.

26.5 In both cases, the CWA program will then electronically process and match the prospective bidder's capability or eligibility data in the CWA – e.g., value of Single Largest Completed Contract (SLCC) similar to the contract being procured and actual NFCC - against the eligibility requirements for the contract derived from the CP – e.g., SLCC similar to the subject contract and costing at least 50% of ABC, and NFCC at least equal to ABC. The computer program will thus automatically determine whether or not the prospective bidder meets the following eligibility requirements:

- a. The cost of the bidder's SLCC is at least 50% of the ABC of the project to be procured.
- b. The bidder's NFCC is at least equal to ABC of the project to be procured.

The program will also generate the results of the Eligibility Check, including the Notices of Ineligibility. The reasons for ineligibility will also be automatically shown in the Notices of Ineligibility.

26.6 During the bids opening session, the BAC will issue the Notices of Ineligibility to the bidders concerned. If any of the bidders immediately agrees to their declared ineligibility as indicated in the Notices, the BAC shall promptly not consider its bid and thus return it to the bidder unopened. If, on the other hand, any of the bidders indicate its intent to seek a reconsideration of its declared ineligibility, the BAC shall set aside its sealed bid which shall be signed on its cover by the bidder and other competing bidders and members of the BAC. If, after evaluating the bidder's request for reconsideration, the BAC finds the bidder to be eligible for the contract at hand, the BAC shall set the date and time for the opening of the bids of the bidders concerned.

26.7 The BAC shall then proceed with the opening and preliminary examination of the bids of the bidders that are declared eligible.

27. Opening and Preliminary Examination of Bids

27.1 The BAC shall open the Bid envelopes in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **BDS**. Bidders' representatives who are present shall sign a register evidencing their attendance.

27.2 The BAC shall read out and record letters of withdrawal, and return the unopened envelopes containing the corresponding withdrawn Bid to the Bidders concerned. If the withdrawing Bidder's representative is present, the BAC shall return the original Bid and all copies thereof to that representative during the Bid opening. If representative is absent, the BAC shall return the unopened Bid by registered mail. The Bidder may withdraw its Bid before

the deadline for submission and receipt of Bids, provided that its letter of withdrawal contains a valid justification requesting such withdrawal, subject to appropriate administrative sanctions.

- 27.3** The BAC shall not accept Bids of ineligible Bidders. The BAC shall open the Bids of eligible Bidders only, in accordance with the following Clauses.
- 27.4** Outer envelopes marked "TECHNICAL MODIFICATION" or "FINANCIAL" shall be identified but not opened. The BAC shall announce the presence and type of modification from the information contained on the outer envelope.
- 27.5** The BAC shall then conduct the Preliminary Examination of the Bids. The purpose of this examination is solely to determine the "presence-or-absence" of each of the required documents comprising the bid, as stated in Clause 14 above, using a simple non-discretionary "pass (if present) – or - fail (if absent)" criterion, with the aid of checklists.
- 27.6** The BAC shall first open and undertake the Preliminary Examination of the envelopes containing the Technical Proposals and modifications, if any, one at a time, and reading out and recording the following:
- a. Name of the Bidder.
 - b. Whether there is a technical modification or substitution.
 - c. Presence, amount and validity of the Bid Security.
 - d. Presence or absence of each document comprising the Technical Proposal vis-à-vis a checklist of the required documents.
- 27.7** The BAC of the Procuring Entity shall determine each Bidder's compliance with the documents required to be submitted for the Technical Proposal of the Bid, as prescribed in **ITB** Clause 10. For this purpose, the BAC shall check the submitted documents in the Technical Proposal against a checklist (**Form DPWH-INFR- 31**) of required documents to ascertain if the latter are all present in the Technical Proposal. If the required document is present, the Technical Proposal shall be rated as "passed" for that particular requirement. On the other hand, if the required document is absent, i.e., missing, incomplete or patently insufficient, the Technical Proposal shall be rated as "failed" for that particular requirement. In case one or more of the required documents in the Technical Proposal of a particular Bid is absent - i.e., missing, incomplete, or patently insufficient – the BAC shall rate the Technical Proposal as "failed" and immediately return to the Bidder concerned its second envelope (Financial Proposal) unopened. If all of the required documents in the Technical Proposal are **present**, the Technical Proposal is rated as "passed."

27.8 Unless otherwise specified in the **BDS**, on the same day the BAC shall then open the Financial Proposal (second envelope) of each bidder whose Technical Proposal was rated as "passed." The BAC shall check the submitted documents in the Financial Proposal against a checklist of required documents (**Form DPWH-INFR-32**) to ascertain if the latter are all present in the Financial Proposal. If the required document is present, the Financial Proposal shall be rated as "passed" for that particular requirement. In case one or more of the required documents in the Financial Proposal (second envelope) of a particular Bid is absent - i.e., missing, incomplete or patently insufficient - and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the Financial Proposal and, thus, the entire bid, as "failed." If all of the required documents in the Financial Proposal are present, the entire bid is rated as "passed." Bids that are so rated as "passed" shall immediately be considered for detailed evaluation of the Bids.

27.9 The BAC shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) the Abstract of Bids as Read including the name of each Bidder, its Bid prices, Bid Security, and findings of the Preliminary Examination of Bids; and (b) the attendance sheet. The BAC members shall sign the Abstract of Bids as Read and the BAC Observers may witness the same. A copy of the Abstract of Bids as Read shall be made available to all interested Bidders. The minutes of the proceedings of the Bid opening shall be available to the public upon written request and payment of a specified fee to cover the cost of materials.

28 Opening and Preliminary Examination under Electronic Bidding

If, as indicated in the **BDS**, 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 opening and preliminary examination:

- a. Upon receipt of manually-filed bids, the Bid Opener, before the Bid Opening, but immediately after the deadline for submission of bids, shall record and input into the PhilGEPS E-bidding module the date and time each of the bid was manually received, including the name of the bidder's authorized representative.
- b. The BAC shall open the bids immediately after the deadline for submission and receipt of bids, and on the bid opening date.
- c. Before the decryption of electronic bids, the Bid Opener must first login to the PhilGEPS and only then can BAC members input their respective USER IDs and PASSWORDS, provided however, that PhilGEPS decryption will not take place unless all the members present and logging in constitute quorum.
- d. The Bid Opener shall publicly open the first bid envelopes of bidders who submitted bids manually to determine each bidder's compliance with the documents required to be submitted for eligibility, that is, legal, technical and eligibility documents; and for the technical requirements. For this

purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a nondiscretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the bidder "passed" in relation to the eligibility and technical documents in the first envelope.

- e. After all the manually submitted first envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic First Bid Envelopes submitted by the On-line Bidders to determine each bidder's compliance with the required eligibility and technical documents following the steps and procedures outlined in Section 5.6.9d above. Thereafter, the Bid Opener shall input the findings and results into the PhilGEPS' Preliminary Examination Report facility.
- f. Immediately after determining compliance with the requirements in the first envelope, the Bid Opener shall forthwith open the manually submitted second bid envelope of each eligible bidder whose first bid envelope was rated "passed." The second envelope of each complying bidder shall be opened within the same day.
- g. After all the manually submitted second envelopes of bidders were opened, and the results and findings were encoded in the PhilGEPS Preliminary Examination Report facility, the Bid Opener shall thereafter proceed to decrypt the electronic Second Bid Envelopes of each On-line Bidders whose electronic first bid envelope was rated "passed" to determine each bidder's compliance with the required financial documents following the steps and procedures outlined in Section 5.6.9f above.
- h. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as "failed". The Bid Opener shall then input the findings and results into the PhilGEPS' Preliminary Examination Report facility.
- i. Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- j. The PhilGEPS shall automatically send an electronic mail to all bidders who failed in the preliminary examination of the first and/or second envelope.

E. Evaluation and Comparison of Bids

29 Process to be Confidential

Members of the BAC, its staff and personnel, Secretariat and TWG, as well as observers, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of any of the bids until the issuance of the Notice of Award.

30. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

31. Detailed Evaluation and Comparison of Bids

- a. The Procuring Entity shall evaluate and compare, in detail, only the Bids that are rated as “complying” (“passed”) for both Technical and Financial Proposals pursuant to **ITB** Clause 26.
- b. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
- c. The detailed evaluation of the Financial Proposals of the Bids, to establish the correct calculated prices of the Bids.
- d. The ranking of the total bid prices as so calculated from the lowest to highest. The Bid with the lowest price in the ranking shall be identified as the Lowest Calculated Bid.
- e. To determine the Lowest Calculated Bid, the BAC shall use non-discretionary “pass/fail” criteria, as stated in the **IB**, which shall include a consideration of the following:
 - (1) Completeness of the bid. Unless the **ITB** specifically allows partial bids, bids not addressing or providing all of the required items in the **BDs**, including the **BOQ**, shall be considered as non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as nonresponsive, but specifying a “0” (zero) or a dash (“-”) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for (IRR Section 32.2.1a); and
 - (2) Arithmetical corrections. The BAC shall consider computational errors, omissions and discounts if allowed in the **BDs** to enable proper

comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

In case a bid offers a discount on the total bid price, the percentage of the discount to the total bid price shall be applied to all pay items for purposes of evaluating the value of work accomplished during the implementation stage.

- (3) Evaluation on equal footing. The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all bidders shall be required to include the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the Bid Form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

(5) Rule on discrepancies. In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed and unit cost in the **BOQ**, the latter shall prevail. The corrected per item cost for all items shall be the basis for the corrected grand total cost.

(6) Total calculated bid prices. The total calculated bid prices are obtained after making the detailed evaluation and corrections according to the abovementioned criteria.

- f. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- g. In case of discrepancies between:
- (1) bid prices in figures and in words, or
 - (2) total bid prices per pay item and unit prices applied to the quantities per pay item, or
 - (3) stated total Bid price and the actual sum of prices of component items, or
 - (4) unit prices in the detailed estimate and unit bid prices in the Bill of Quantities, the latter in each of the above cases shall prevail, and the total Bid amount shall be corrected accordingly.
- h. Based on the detailed evaluation of the bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors,

discounts and other modifications, in accordance with the provisions of this **ITB** Clause. This will identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in **BDS 14.3a**.

- i The provision in this Clause 31-i is not to be considered in the evaluation of the bids to determine the technically complying bid or the lowest calculated bid, but shall be applied by the Procuring Entity during the implementation of the contract, particularly in making contract payments:
 - (1) During the evaluation of the bids, the BAC shall take note of any unbalanced bids on early works and other items for unit-priced contracts.
 - (2) Unbalanced bids are defined as those where the total bid price for a major pay item is more than fifty percent (50%) of the corresponding cost of that pay item in the ABC. A major pay item is defined as that whose cost in the ABC is 20% or more of the total ABC; if there is no such pay item, then major pay items are defined as the two pay items in the ABC with the highest total costs.
 - (3) Unbalanced bids also include those with a minor pay item whose cost in the ABC is more than five percent (5%) of the total ABC and where the corresponding bid price for that pay item is more than one hundred percent (100%) of the ABC for that item.
 - (4) For unbalanced bids, during the implementation of the contract works, the payment for these major and minor pay items shall be made initially at the unit prices in the ABC, and the remainder - i.e., contract unit price minus ABC unit price for the major pay item - shall be paid when the work under the major pay item is completed.

32. Procedure for Detailed Evaluation of Bids under Electronic Bidding

In case Electronic Bidding is adopted pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall apply the manual procedure for the detailed evaluation of bids prescribed under Section 31 of the **ITB**. In addition, the procuring Entity shall observe the following guidelines:

- a. After conducting the detailed evaluation of all bids using non-discretionary criterion, the Bid Opener shall input and record the results of the evaluation into the PhilGEPS' Evaluation Summary Report facility.
- b. The PhilGEPS shall automatically rank the bidders in ascending order based on their total calculated bid prices to identify the LCB as evaluated and corrected for computational errors, and other bid modifications. Total calculated bid prices, as evaluated and corrected for computational

errors, and other bid modifications, which exceed the ABC shall be disqualified. After all bids have been received, opened, examined, evaluated, and ranked, the system shall thereafter generate the Abstract of Bids in the form of PhilGEPS Evaluation Summary Report.

- c. The BAC shall manually prepare a Resolution whether approving or denying the Abstract of Bids generated by the system. However, after the BAC Resolution approving the Abstract of Bids is uploaded in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Abstract of Bids is available for downloading.

33. Post-Qualification of the Lowest Calculated Bid

- a. The Procuring Entity shall conduct a Post-Qualification of the Bidder that is evaluated to have the Lowest Calculated Bid (LCB) to determine definitely if it complies with and is responsive to all requirements and conditions for eligibility and of the Bidding for the contract specified in **ITB** Clauses 5 and 14.
- b. Within five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following post qualification documentary requirements (**IRR Section 34.2**):

- (1) Latest income and business tax returns.

- (2) Other appropriate licenses and permits required by law and stated in the **BDs**.

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- c. The determination shall use non-discretionary “pass/fail” criteria and be based upon examination, verification, and validation of the documentary evidence of the Bidder’s eligibility/qualifications submitted by the Bidder in the Contractor’s Confidential Application Statement for Registration (CCASR) in accordance with Section II: Eligibility Requirements, and in the Technical and Financial Proposals in accordance with **ITB** Clause 10. The Procuring Entity shall use the post qualification criteria indicated in **Form DPWH INFR-37**.
- d. If the BAC determines that the Bidder with the LCB passes all the criteria for Post-Qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, (LCRB) and recommend to the HoPE the award of contract To the said Bidder at its submitted price or its calculated bid price, whichever Is lower.
- e. If the BAC determines that the Bidder with the LCB fails the criteria for Post-

Qualification, it shall proceed to the next LCB to make a similar determination of that Bidder's capabilities. If the second Bidder, however, fails the Post-Qualification, the procedure for Post-Qualification shall be repeated for the Bidder with the next LCB, and so on until the LCRB is determined for contract award.

34. Post-Qualification under Electronic Bidding

If, as indicated in the **BDS**, Electronic Bidding is adopted for this procurement pursuant to GPPB Resolution No. 23-2013, dated 30 July 2013, the Procuring Entity shall observe the following procedure with regard to the post-qualification:

- a. Within one (1) day after the approval of the Abstract of Bids, the bidder with the Lowest Calculated Bid (LCB) should be notified through electronic mail that the bidder shall undergo post-qualification and submit the post-qualification requirements within five (5) calendar days as provided for under Section 34.2 of RA 9184-IRR.
- b. If the BAC determines that the bidder with the LCB passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Bid (LCRB), and recommend to the HoPE the award of contract to said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.
- c. If, however, the BAC determines that the bidder with the LCB fails the criteria for post-qualification, it shall immediately notify the said bidder electronically in writing of its post-disqualification and the grounds for it.
- d. Immediately after the BAC has electronically notified the first bidder of its post disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB. If the second bidder passes the postqualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCRB.
- e. If the second bidder, however, fails the post-qualification, the procedure for postqualification shall be repeated for the bidder with the next LCB, and so on until the LCRB, as the case may be, is determined for award, subject to Section 37 of the IRR.
- f. The post-qualification process shall be completed in not more than twelve (12) calendar days from the determination of the LCB. In exceptional cases, the postqualification period may be extended by the HoPE, but in no case shall the aggregate period exceed forty-five (45) calendar days.
- g. The BAC or its Bid Opener shall record and encode the post-qualification results of manually submitted documents in the PhilGEPS. For electronic documents

submitted online, the BAC or its Bid Opener shall decrypt the documents and the results recorded automatically.

- h. After recording the post-qualification summary and uploading the BAC resolution declaring the bidder with the LCRB in the PhilGEPS, an electronic message shall be automatically sent to all bidders who participated informing them that the Notice of LCRB is available for downloading.

35. Right of Procuring Entity to Reject Bids

35.1 Notwithstanding the eligibility or post-qualification 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 Entity has reasonable grounds to

believe that the Bidder has made a misrepresentation, or that there has been a change in the Bidder's capability to undertake the contract from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the contract so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award for the contract.

35.2 The Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in the following situations, without incurring any liability to the affected bidders:

- a. If there is prima facie evidence of collusion among appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition.
- b. If the BAC is found to have failed in following the prescribed bidding procedures.
- c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - (1) if the physical and economic conditions have significantly changed so as to render the contract works no longer economically, financially or technically feasible as determined by the HoPE;
 - (2) if the contract works are no longer necessary as determined by the HoPE; or
 - (3) if the funds for the contract have been cancelled, withheld or reduced through no fault of the Procuring Entity.

35.3 In addition, the Procuring Entity may likewise declare a failure of bidding, without incurring any liability to the affected bidders, when:

- a. no bids are received;
- b. all prospective bidders are declared ineligible;
- a. all bids fail to comply with all the bid requirements or fail postqualification; or
- c. the bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

36. Award Criterion

The Procuring Entity shall award the contract to the winning Bidder whose Bid has been determined, after the evaluation of bids and Post-Qualification, as the LCRB, at its submitted bid price or its calculated bid price, whichever is lower (**IRR Section 34.4**).

37. Notice of Award

37.1 Prior to the expiration of the Bid validity period, the Procuring Entity shall issue a written Notice of Award (NOA) to the Bidder with the LCRB to be received by the Bidder personally, by registered mail, or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

37.2 The NOA shall state the proposed contract price – i.e., whichever is lower of the submitted bid price or calculated bid price - together with the documentary requirements to be submitted by the Bidder to perfect the contract.

37.3 Notwithstanding the issuance of the NOA, award of contract shall be subject to the following conditions:

- a. Submission by the bidder with the LCRB of the following documents within ten (10) from the bidder's receipt of the NOA, as conditions for signing the contract:

(1) Notice of Award (NOA) with the bidder's signed "conforme" (Use **Form DPWH-INFR-41**)

(2) Authority of Signing Official/Board Resolution/Secretary's Certificate

- (3) For a joint venture (JV), Contractor's PCAB Special JV License and JV Agreement.
 - (4) Performance Security in accordance with Section 3.9.2.2 of the DPWH Procurement Manual Volume II (Use **Form DPWH-INFR-43 or DPWH-INFR-44**, as applicable).
 - (5) Construction Methods (Use **Form DPWH-INFR-45**)
 - (6) Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow (Use **Form DPWH-INFR-46**).
 - (7) Manpower Schedule (Use **Form DPWH-INFR-47**).
 - (8) Equipment Utilization Schedule (Use **Form DPWH-INFR-48**).
 - (9) Construction Safety and Health Program (Use **Form DPWH-INFR-49**).
 - (10) Contractor's All-Risk Insurance (CARI)
 - (11) Latest Income Tax and Business Returns duly stamped and received by BIR and duly validated with the tax payments made. Tax Clearance from the BIR to prove full and timely payment of taxes.
 - (12) For a local contractor, Certification under oath stating that the Contractor is free and clean of all tax liabilities.
 - (13) For a foreign bidder, valid PCAB License and Registration for the type and cost of the contract to be bid, when the Treaty or International or Executive Agreement expressly allows submission of the PCAB License and Registration for the type and cost of the contract to be bid as a pre-condition to the NOA.
 - (14) Integrity Pledge in accordance with Department Order No. 86, series of 2013.
- b. Signing of the contract as provided in **ITB** Clause 36.
 - c. Approval of the contract as provided in **ITB** Clause 36.

38 Performance Security

38.1 Within a maximum period of ten (10) calendar days upon receipt of the NOA from the Procuring Entity, and in no case later than the signing of the contract by the winning Bidder and the Procuring Entity, the winning Bidder shall furnish to the Procuring Entity, the required Performance Security in an amount equal to the percentage of the total contract price in accordance with the following schedule and with the conditions specified in **GCC** Clause 7:

Form	Amount
(1) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	10% of contract price
(2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank (Use Form DPWH-INFR-42)	10% of contract price
(3) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (Use Form DPWH-INFR-43)	30% of contract price
(4) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

38.2 Failure of the winning Bidder to comply with the requirements of **TB** Clause 34 shall constitute sufficient grounds for cancellation of the award and forfeiture its Bid Security. In this event, the Procuring Entity shall initiate and complete the post-qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

39 Documents Comprising the Contract

39.1 The Contract shall consist of the following:

- a. Contract Agreement (**Use Form DPWH-INFR-50**)
- b. Documents forming part of the Contract Agreement in the following order of priority:

- (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 by the Contractor through the NOA
- (3) Bidding Documents (other than b (4) to b (7) below) with Bulletins
- (4) Specifications
- (5) Drawings
- (6) Special Conditions of Contract (SCC)
- (7) General Conditions of Contract (GCC)
- (8) Performance Security
- (9) Integrity Pledge under Department Order No. 86, series of 2013

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, or other approved tools of project scheduling, and Cash Flow
- (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)

39.2 The documents in **ITB** Clause 35.1a and b(2) to b(7) shall be provided by the Procuring Entity, while the documents in Clause 35.1 b(1), b(8), and c(1) to c(6) shall be submitted by the winning bidder to the Procuring Entity within ten (10) calendar days from the date of its receipt of the Notice of Award.

40 Signing and Approval of the Contract

40.1 Within ten (10) days from the date of receipt from the winning Bidder of the documents mentioned in **ITB** Clause 30.1a and (b)-(4) to (b)-(7), the

successful Bidder and the authorized official of the Procuring Entity shall sign the Contract Agreement.

40.2 If further approval of the contract is required, the approving authority is given a maximum of twenty (20) calendar days from receipt thereof to approve or disapprove it.

40.3 Upon approval of the Contract, the Procuring Entity shall notify the other Bidders that their bids were unsuccessful.

41 Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed (NTP), using **Form DPWHINFR- 51**, together with a copy or copies of the approved contract, to the successful bidder within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority. All notices, including the NTP, called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder (**IRR Section 37.4**).

ANNEX II-1.1E

Section V. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (**BDS**) complements the Instructions to Bidders (**ITB**) and must be prepared for each particular contract to be procured. The **BDS** provides the information specific to the Contract.

STANDARD FORMAT BID DATA SHEET

ITB Clause	
1.1	The Procuring Entity is: Department of Public Works and Highways Cebu 3rd District Engineering Office, Ibo, Toledo City, Cebu. The scope of the Works under this Contract is: Repair/Maintenance of DPWH Main Building The Contract Name is: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building The Procurement/Contract ID: 25HF0089
2.	1. The Approved Budget for the Contract is: Php 1,463,000.00 The Funding Source is the Government of the Philippines through FY 2025 GAA, SR2025-03-007374 The name of the Project is: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
8.1	Subcontracting is not allowed.
8.3	<i>Not Applicable</i>
9.1	The DPWH Cebu 3rd District Engineering Office will hold a Pre-Bid Conference for this project on July 31, 2025, 02:00 pm – 05:00 pm through video-conferencing/webcasting via Zoom which shall be open to prospective bidders. Please find below the Zoom details. Join Zoom Meeting https://zoom.us/j/91957719861?pwd=eGNuVklYUUJXVWpFeFU0YTNUc3NPZz09 Meeting ID: 5993795168 Passcode: C3DEO2024
9.4	Electronic Bidding in accordance with GPPB Resolution No. 23-2013 will not be adopted in this procurement

11.1	BAC Chairperson: Engr. LESIL M. AMAMIO BAC Chairperson DPWH Cebu 3rd District Engineering Office (032) 322-7802 up to 7803 amamio.lesil@dpwh.gov.ph Telephone No. (032) 322-7802 up to 7803 Email address: amamio.lesil@dpwh.gov.ph																		
14.1	No further instruction.																		
14.2a(2) (a)i	No further instructions.																		
14.2a(4)(b)	The minimum work experience requirements for the key personnel are the following: <table><tr><td>Key Personnel</td><td>Min. Years of Similar Experience (Same Position)</td><td>Min. Years of Total Experience (Same Position)</td></tr><tr><td>Project Manager</td><td>5</td><td>3</td></tr><tr><td>Project Engineer</td><td>5</td><td>3</td></tr><tr><td>Materials Engineer</td><td>5</td><td>3</td></tr><tr><td>Foreman</td><td></td><td></td></tr><tr><td>Safety Officer</td><td></td><td></td></tr></table> Accredited Safety Officer (Required Upon issuance of Notice of Award) subject to D.O 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE). First Aider w/ certificate of Training issued by RED CROSS in compliance to DOLE requirements for the approval of Construction Safety & Health Program (Required Upon issuance of Notice of Award) subject to D.O 98 Series of 2014: Submission of Construction Safety and Health Program Approved by the Department of Labor and Employment (DOLE). The key personnel should meet the following number of years’ work experience. 1. The experience means total years of civil works experience (of any nature in construction and engineering consultancy services) 2. Include the Tax Identification Number (TIN) of the Key Personnel. Compliance to D.O. 98 series of 2016: Revised Guidelines on the Accreditation of Contractors’/Consultants’ Materials Engineer. 3. Include the contact number of the Materials Engineer	Key Personnel	Min. Years of Similar Experience (Same Position)	Min. Years of Total Experience (Same Position)	Project Manager	5	3	Project Engineer	5	3	Materials Engineer	5	3	Foreman			Safety Officer		
Key Personnel	Min. Years of Similar Experience (Same Position)	Min. Years of Total Experience (Same Position)																	
Project Manager	5	3																	
Project Engineer	5	3																	
Materials Engineer	5	3																	
Foreman																			
Safety Officer																			
14.2 a(4)(c)	1. The minimum major equipment requirements are the following: <table><tr><td>Description</td><td>Capacity</td><td>Required Units</td></tr><tr><td>Cargo/Service Truck</td><td>2-5 mt</td><td>1</td></tr><tr><td>One Bagger Mixer</td><td></td><td>1</td></tr><tr><td>Welding Machine</td><td></td><td>1</td></tr><tr><td>Cutting Outfit</td><td></td><td>1</td></tr></table>	Description	Capacity	Required Units	Cargo/Service Truck	2-5 mt	1	One Bagger Mixer		1	Welding Machine		1	Cutting Outfit		1			
Description	Capacity	Required Units																	
Cargo/Service Truck	2-5 mt	1																	
One Bagger Mixer		1																	
Welding Machine		1																	
Cutting Outfit		1																	

	Jackhammer		1
	2. Laboratory Equipment	Required No. of Units	Minimum Capacity/Unit
	<u>Please refer to D.O. 11, Series of 2017 for the minimum materials testing equipment and D.O. 127, Series of 2018, Strict Application of R.A. 9184 in the conduct of Post-Qualification of Bidders with Delayed On-Going Contracts with the DPWH.</u>		
14.3a	The ABC is Php 1,463,000.00 . Any bid with a financial component exceeding this amount shall not be accepted.		
14.3 b	<i>"No further instructions."</i>		
17.1	Bids shall be valid until: <i>not later than one hundred twenty (120) days from the date set for bids opening.</i>		
18.1	The bid security shall be limited to a Bid Securing Declaration or one of the following forms in accordance with the following amounts: 1. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than 5% of ABC, if bid security is in Surety Bond.		
18.2	The Bid Security shall be valid until 120 calendar days from the date set for bid opening.		
19.1	<i>"No further instructions."</i>		
20.4	The Bidder shall submit One original and Two copies of the first (Technical) and second (Financial) components of its bid.		
21.3 d	The specific identification of this bidding process <i>is</i>: Contract ID No.: 25HF0089 Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building		
22	Bid submission maybe done manually or electronically/online. However, bidders should only select one mode of submission, either manual or electronic. The address for receipt of Bids submitted manually is <i>DPWH Cebu 3rd District Engineering Office, Conference Room.</i> The deadline for receipt of Bids is on August 13, 2025 at 10:00 AM. For bids to be submitted electronically/online, the following procedures should be observed following Department Order No. 87, Series of 2020: 1. Submission of electronic Official Receipt of purchase of the Bidding Documents Prior to the deadline of submission of bids, the prospective bidders shall send an e-mail with subject "Official Receipt for [Insert Contract ID]" to electronicbids_cebu3@dpwh.gov.ph. Attached to the said e-mail is the copy of the Official Receipt of purchase of bidding documents in Portable Document File (PDF) format with file name in the format "<PCAB ID>_<CONTRACT ID>_OfficialReceipt.pdf".		

For example, the filename of the attached PDF containing the Official Receipt of the Contractor with PCAB ID No. 12345, who intends to participate in the bidding of Contract ID No. 20Z00123 shall be "12345_20Z00123_OfficialReceipt.pdf". Further, the e-mail subject would be "Official Receipt for 20Z00123".

In case a prospective bidder originally intends to join the bidding as a Joint Venture (referred as "original bidder"), has been issued an Official Receipt of purchase of bidding documents and has submitted the electronic Official Receipt, but eventually decided to join the bidding with new members or as individual contractors (referred as "regrouped bidder"), or vice-versa, the "regrouped bidder" should purchase a new bidding document to be issued with the corresponding Official Receipt in their name and submit the electronic Official Receipt following the same procedures.

2. Confirmation of the electronically submitted Official Receipt

2.1 An e-mail shall be received by a prospective bidder confirming its successful submission of the Official Receipt as required under Item 1.

Only the electronic bids of bidders who have successfully submitted an electronic Official Receipt shall be accepted.

2.2 An e-mail shall also be received by a prospective bidder in instances where their sent e-mail related to Item 1:

- a. Has incorrect subject Contract ID, which means that a corresponding folder with the same Contract ID does not exist in the eBid Portal;
- b. Has no attachment;
- c. Has an attachment but is not in the prescribed format;
- d. Has more than one (1) attachment; or
- e. Was received after the deadline of bid submission.

For the foregoing cases, the prospective bidders should rectify/correct the noted deficiency/ies to comply with the requirements under Item 1 for its electronic bid to be accepted.

3. Preparation and submission of an electronic Bid

The prospective bidders shall prepare and submit their bids electronically following the steps prescribed under with Department Order No. 87, Series of 2020 in accordance with GPPB Resolution No. 09-2020 as follows:

- a. Following GPPB Resolution No. 09-2020, a bidder has the option to submit bid electronically. **However, if a bidder chooses to submit an electronic bid, the same bidder can no longer submit a bid manually for the same contract, and vice versa.**
- b. Similar to manual submission, prospective bidders shall prepare their bids in two (2) file folders, each for the Technical and Financial Components. The file name of the Technical and Financial Components folders should be in the format **<PCAB ID>_<CONTRACT_ID>_TECHNICAL** and **<PCAB ID>_<CONTRACT_ID>_FINANCIAL** (e.g. 12345 20Z00123 TECHNICAL, 12345 20Z00123 FINANCIAL).

Subsequently, each of the Technical and Financial Components file folders shall be **COMPRESSED, PASSWORD PROTECTED** and **NAMED** in the format **<PCAB ID>_<CONTRACT ID>_TECHNICAL.zip (or .rar/.7z)** and **<PCAB ID>_<CONTRACT ID>_FINANCIAL.zip (or .rar/.7z)**, respectively (e.g. 12345 20Z00123 TECHNICAL.zip, 12345 20Z00123 FINANCIAL.zip).

c. Each file contained in the Technical and Financial Components file folders shall be in PDF format (either scanned or exported/published), with file name in the format **<PCAB ID>_<CONTRACT ID>_DescriptiveFilename.pdf** (e.g. 12345 20Z00123 PCABLicense.pdf, 12345 20Z00123 OmnibusSwornStatement.pdf).

d. The compressed archive file folders of the Technical and Financial components shall be compiled in a **PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDER with filename in the format <PCAB>_<CONTRACT ID>_Bid** (e.g. 12345 20Z00123 Bid).

In case the total file size of the main archive file folder is more than the allowable size of an attachment per e-mail of the prospective bidder's e-mail service provider (e.g. Gmail, Yahoo Mail, Outlook), they shall need to split its electronic bid into two or more **PASSWORD PROTECTED COMPRESSED ARCHIVE MAIN FILE FOLDERS**.

e. The e-mail submitting the prospective bidder's electronic bid should have a Subject in the format **"Bid Submission for [Insert Contract ID]"** (e.g. "Bid Submission for 20Z00123").

In case of multiple compressed archive main file folders, it shall be submitted in multiple e-mails, each with Subject in the format **"Bid Submission [Insert Number of main archive folder]/[Insert total number of main archive folders]"** (e.g. "Bid Submission 1/2 for 20Z00123" and "Bid Submission 2/2 for 20Z00123").

f. The prospective bidder shall submit its electronic bid to electronicbids_cebu3@dpwh.gov.ph using the prospective bidder's e-mail address registered in the Civil Works Application (CWA). In case prospective bidders are not yet registered, they can use any e-mail address, subject to the verification of the BAC Secretariat.

4. Modification of an electronic bid

If a bidder wishes to modify its electronic bid, he may do so following the procedures in the manual submission of bid or he may choose to submit his modification electronically in the same format prescribed in the preparation and submission of an electronic bid, except that the subject of the e-mail submitting the bid modification shall be labelled "Bid Modification X for <Contract ID>", where "X" represents the number of bid modification submitted. For example, the subject of an e-mail submitting a first bid modification for Contract ID No. 20Z00123 should be "Bid Modification 1 for 20Z00123".

5. Non-participation in the Bidding

In case a prospective bidder that have purchased a bidding document decided not to participate, he may choose to submit his letter of non-participation manually or electronically. In case of electronic submission, the contractor shall send an e-mail with the Subject "Non-participation for <Contract ID>" with the letter of non-participation as attachment with file name "<PCAB ID>_<CONTRACT ID>_Non-Participation.pdf". This e-mail should be sent to electronicbids_cebu3@dpwh.gov.ph before the deadline for bid submission.

6. Withdrawal of Electronic Bid

Bids may only be withdrawn prior the deadline for bid submission. In case of withdrawal of an electronic bid, the bidder shall send an e-mail with the subject "Bid Withdrawal for <Contract ID>" and the letter of bid withdrawal in pdf format with filename "<PCAB ID>_<CONTRACT ID>_BidWithdrawal.pdf" shall be attached. This e-mail should be sent to electronicbids_cebu3@dpwh.gov.ph before the deadline for bid submission.

7. Opening of the electronic bid

Only during the actual opening of bids shall the bidder disclose the passwords for his electronic bid. This can be done by the bidder's authorized representative verbally in person, through phone call, online platforms (e.g. videoconferencing, webcasting), or through writing. In all cases, the bidders will have only three (3) attempts or fifteen (15) minutes, whichever comes first, to provide the correct password. Otherwise, the bidder shall be disqualified except in unforeseen justifiable circumstances. The bidder may also be subjected to the three-strike policy (D.O. 17, Series of 2015) as warranted by the circumstances.

If the bidder chooses to disclose the password through phone call, he should make sure that the contact numbers as recorded in the Civil Works Application are open when the BAC calls to ask for the password. The bidder may also choose to call the BAC number **(032) 322-7782 local 63007** during the bid opening time and wait for the opening of his bid for him to disclose the password. For online call/video calls, the bidder may call the BAC Messenger/Skype account [Insert BAC Messenger/Skype Account].

If the bidder chooses to attend the bid opening through online conference, the bidder should join the meeting using the following link:

Join Zoom Meeting

<https://zoom.us/j/91957719861?pwd=eGNuVkIYUUJXVWpFeFU0YTNUc3NPZz09>

Meeting ID: 5993795168

Passcode: C3DEO2024

If the bidder chooses to disclose the passwords through writing, the letters for password 1 (Main File Folder/Technical Component File Folder) and password 2 (Financial Component File Folder) should be enclosed in separate envelopes with the sender details (AMO, Bidder Name, Address) addressed to the BAC Chairperson, with the details of the bidding (Contract ID, Contract Name, Bid Opening Date and Time), signed and sealed, with a remark "Password [Insert 1 or 2]. Do not open before actual bid opening date and time".

All electronic bids (Password protected compressed archive main file folder/s) shall be opened first for the opening of the Technical Component compressed archive file folder/s. This shall be followed by the opening of the bids submitted manually for the opening of the Technical Component Envelopes. The same procedures apply for the Financial Component compressed archive file folder/s and financial component envelopes.

If the electronic bid or file within it was found to be damaged, could not be extracted or opened, the bid shall be considered "Failed".

If the electronic bid is not password-protected or is not in the required format, the bid shall still be accepted provided that the bidder acknowledges such condition. The BAC shall assume no responsibility for the misplacement of the contents of the contents of the improperly sealed or marked bid, or improperly compressed or password-protected folder, or for its premature opening.

	8. File name convention in case of a Joint Venture Bidder For Joint Venture (JV), the format of PCAB ID to be used by the bidder in naming their files, folders and archives shall be "JV-<PCAB ID of the Lead Member>". For example, if three (3) Contractors with PCAB ID Nos. 12345 (lead member), 67890, and 24680 entered into a JV, the PCAB ID they must use is "JV-12345".
25	Electronic Bidding in accordance with GPPB Resolution No. 23-2013 will not be adopted for the Receipt of Bids in this procurement.
27.1	The place of opening of Bids is: Conference Room, Department of Public Works and Highways, Cebu 3 District Engineering Office, Ibo, Toledo City, Cebu The date and time of opening of Bids: August 13, 2025 – 10:00 A.M.
29	Electronic Bidding in accordance with GPPB Resolution No. 23-2013 will not be adopted for Bids Opening and Preliminary Examination in this procurement.
34 b (2)	List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule construction safety and health program approved by the Department of Labor and Employment, and Precedence Diagram Method (PDM).
35	Electronic Bidding in accordance with GPPB Resolution No. 23-2013 will not be adopted for post-Qualification in this procurement.

ANNEX II-1.1F

Section VI. General Conditions of Contract

Notes on the General Conditions of Contract (GCC)

The **GCC** provides the general terms and conditions of the contract between the Procuring Entity and the winning bidder.

The provisions of the **GCC** are to be used unchanged as part of the contract-specific **BDs**.

To supplement the **GCC**, the **Special Conditions of Contract (SCC)** in **ANNEX II-1.1G** provide detailed information or requirements on particular provisions of the GCC that are specific to the contract at hand.

STANDARD FORMAT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1.	Definitions	61
2.	Interpretation	63
3.	Governing Language and Law	65
4.	Communications	65
5.	Procuring Entity's Obligation to Deliver the Site, Materials, Equipment, and Plans	65
6.	Contractor's Obligations	65
7.	Performance Security	66
8.	Sub-Contracting.....	67
9.	Liquidated Damages	68
10.	Site Investigation Reports	69
11.	Licenses and Permits	69
12.	Contractor's Risk and Warranty Security	69
13.	Liability of the Contractor.....	71
14.	Procuring Entity's Risk.....	71
15.	Insurance	71
16.	Termination for Default of Contractor	73
17.	Termination for Default of Procuring Entity.....	75
18.	Termination for Convenience	75
19.	Procedure for Termination of Contracts	76
20.	Force Majeure and Release from Performance	80
21.	Payment on Termination	81
22.	Resolution of Disputes	81
23.	Suspension of Loan, Credit, Grant, or Appropriation	82
24.	Procuring Entity's Representative's Decisions.....	82
25.	Approval of Drawings and Temporary Works by Procuring Entity's representative...82	
26.	Acceleration Ordered by Procuring Entity's Representative	82
27.	Extension of Intended Completion Date	83

28.	Contractor's Right to Claim.....	83
29.	Dayworks	83
30.	Early Warning	83
31.	Program of Work	84
32.	Management Conferences.....	84
33.	Bill of Quantities	85
34.	Instructions, Inspections and Audits.....	85
35.	Identification of Defects.....	85
36.	Cost of Repairs	86
37.	Correction of Defects	86
38.	Uncorrected Defects	86
39.	Advance Payment	86
40.	Monthly Statements or Progress Billings.....	87
41.	Monthly Certificates and Progress Payments	87
42.	Retention.....	88
43.	Variation	89
44.	Punch List.....	91
45.	Suspension of Work	91
46.	Extension of Contract Time.....	92
47.	Price Adjustment	92
48.	Certificates of Completion and Acceptance	92
49.	Taking Over	94
50.	"As-Built" Drawings and Operating and Maintenance Manuals.....	94

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 Quantities** 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.
- 1.5 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.
- 1.6 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.
- 1.7 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**.
- 1.8 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.
- 1.9 Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10 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 subcontracted 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 Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%)
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 affected 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 any time 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-1.1J** 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 therefore, 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 authorize 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.

- e. 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.
- c. 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.
- d. 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.

ANNEX II-1.1G

Section VII. Special Conditions of Contract

Notes on the Special Conditions of Contract

The clauses in this Section on Special Conditions of Contract (SCC) are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the **General Conditions of Contract (GCC)** under **ANNEX II-1.1F**.

The provisions of this Section complement the GCC, by specifying contractual requirements linked to the special circumstances of the Procuring Entity and of the Works procured.

No special condition which defeats or negates the general intent and purpose of the provisions of the **GCC**, however, should be incorporated herein.

STANDARD FORMAT SPECIAL CONDITIONS OF CONTRACT

GCC Clause					
1.19	The Intended Completion Date is: <i>(90 CD) from Effectivity Date</i>				
1.24	The Procuring Entity is: <i>Department of Public Works and Highways (DPWH)</i> Cebu 3 rd District Engineering Office, Ibo, Toledo City, Cebu				
1.25	The Procuring Entity’s Representative is: SUZETTE C. NWANAKA District Engineer Department of Public Works and Highways Cebu 3 rd District Engineering Office, Ibo, Toledo City, Cebu				
1.26	The Site is located at: Ibo, Toledo City, Cebu and is defined in Drawings No. [_____].				
1.30	The Start Date is: <i>Seven (7) calendar days from the date of Notice to Proceed (NTP)</i>				
1.33	The Works consist of: Repair/Maintenance of DPWH Main Building				
2.2	N/A				
5.1	The Procuring Entity shall give possession of the Site to the Contractor on <i>Upon receipt of Notice to Proceed</i>				
6.5	The Contractor shall employ the following Key Personnel: <table><tr><td>Project Manager</td></tr><tr><td>DPWH Accredited Project Engineer</td></tr><tr><td>DPWH Accredited Materials & Quality Control Engineer I</td></tr><tr><td>Foreman</td></tr></table> <i>[List key personnel by name and designation]</i>	Project Manager	DPWH Accredited Project Engineer	DPWH Accredited Materials & Quality Control Engineer I	Foreman
Project Manager					
DPWH Accredited Project Engineer					
DPWH Accredited Materials & Quality Control Engineer I					
Foreman					
7.4 c	<i>"No further instructions".</i>				

8.1	N/A
8.3	N/A
10.	"None"
12.3	No further instructions.
12.5	a. Permanent Structures: Fifteen (15) years Buildings of types 4 (steel, iron, concrete, or masonry construction with walls, ceilings, and permanent partitions of incombustible fire resistance) and 5 (steel, iron, concrete, or masonry construction), steel and concrete bridges, flyovers, concrete aircraft movement areas, ports, dams, diversion tunnels, causeways, wharves, piers, dikes, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar structures.
22.2	The Arbitrator is: <i>[Insert name]</i> <i>[Insert address]</i>
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[7cd]</i> days of delivery of the Letter of Acceptance.
31.3	The period between Program of Work updates is <i>[7cd]</i> days. The amount to be withheld for late submission of an updated Program of Work is <i>[2% of Contract Price]</i>.
34.3	The Funding Source is the <i>Government of the Philippines.</i>
39.1	The amount and schedule of the advance payment is 15% of the Contract Price (after Contractor receipt of Notice to Proceed) upon submission and acceptance of an irrevocable standby letter of credit, surety bond or bank guarantee
40.2	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
50.1	The date by which the As-Built Drawings and/or Operating and Maintenance Manuals are required is <i>within 30 days upon reaching 95% completion of the project. No Certificate of Completion shall be issued to the contractor unless the "As-Built" plan has been approved.</i>
50.2	The amount to be withheld for failing to supply the As-Built Drawings and/or Operating and Maintenance Manuals by the date required is <i>[Insert amount in Pesos equal to 10% of the Contract Price]</i>. PhP_____

ANNEX II-1.1H

Section VIII. Specifications

1. DPWH Standards

The **DPWH Standard Specifications for Public Works and Highways** ("**Blue Book**") shall be the main basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract. In particular, **Volume II** of the Blue Book shall be used if the Contract pertains to Highways, Bridges and Airports. **Volume III** of the Blue Book shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply. The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction.

The Procuring Entity shall use the Standard Pay Items in the Project and Contract Management Application (PCMA) in drawing up the Specifications.

2. Modifications of Standards

2.1 Modifications of and additions to standards and codes as stated in the DPWH Standard Specifications for Public Works and Highways, if any, shall be included in the enclosed Supplemental Specifications, which is part of these Bidding Documents.

2.2 Entries in the Supplemental Specifications are numbered to coincide with the numbering of items in the DPWH Standard Specifications for Public Works and Highways.

ANNEX II-1.1I

Section IX. Drawings

Insert here a list of approved Drawings for the Contract. The **actual Drawings, including Site plans**, shall be attached to this Section or annexed in a separate folder

ANNEX II-1.1J

Section X. Bill of Quantities

1. The Bill of Quantities (BOQ) contains the following parts:
 - a. BOQ for each Part of the Contract, using **Form DPWH-INFR-17**.
 - b. Summary of Bid Prices for all Parts of the Contract, using **Form DPWH-INFR- 18**.
2. For the BOQ for each Part of the Contract, the Bidder shall not change the entries under Pay Item No. (Column 1), Pay Item Description (Column 2), Unit (Column 3), and Quantity (Column 4) in the Bill of Quantities, which are set by the Procuring Entity. For each pay item in the BOQ, the Bidder shall indicate its unit bid price in words and in figures (P) in Column 5, and its total bid price in Column 6 (Column 4 x Column 5)
3. For the Summary of Bid Prices, the Bidder shall not change the entries and Part No. (Column 1) and Part Description (Column 2), which are provided by the Procuring Entity. The Bidder shall indicate the Total Amount (Column 3) for each Part No. at the Total of All Amounts at the bottom.
4. The Procuring Entity shall use the Standard Pay Items in the Project and Contract Management Application (PCMA) in preparing the BOQ.

Section VIII. Bill of Quantities

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

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

Instructions for completing the Summary of Bid Prices:

1. Part No. – Enter the "Part No." for each section of the BOQ where unit prices are entered.
2. Part Description – Enter the "Part Description" corresponding to the "Part No."
3. Total Amount – Enter the "Total Amount" in Pesos for all pages having the same "Part Description"

Part No.	Part Description	Total Amount
Part B	OTHER GENERAL REQUIREMENTS	
Part C	EARTHWORK	
Part D	REINFORCED CONCRETE	
Part E	FINISHING AND OTHER CIVIL WORKS	
Sub-Total		
Total of Amounts		
Total of All amount in Words: Pesos and centavos.		

Name _____ in the capacity of _____

Signed _____ Date _____

Duly authorized to sign the Bid for and on be half _____

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. B

Part Description: OTHER GENERAL REQUIREMENTS

<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)
B.5(1)	Project Billboard / Signboard	each	2.00	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
B.7(1)	Occupational Safety and Health	L.S	1.00	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
B.9(1)	Mobilization / Demobilization	L.S	1.00	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. C

Part Description: **EARTHWORK**

<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)
801 (1)	Removal of Structures and Obstruction	L.S.	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. D

Part Description: REINFORCED CONCRETE

<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)
903(1)	Formworks and Falseworks	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1001(8)	Sewer Line Works	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1001(9)	Storm Drainage and Downspout	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1001(10)	Pipes with Fittings Connection	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1002(4)	Plumbing Fixtures	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1003(1)a1	Ceiling, 4.5mm thk., Metal Frame, Fiber Cement Board	sq.m.	24.77	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1003(17)	Carpentry and Joinery Works	l.s.	1.00	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1004(2)	Finishing Hardware	L.S	1.00	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1007(1)a	Aluminum Framed Glass Door, Sliding Type	sq.m.	9.24	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1007(1)b	Aluminum Framed Glass Door, Swing Type	sq.m.	16.80	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1008(1)a	Aluminum Glass Windows, Sliding Type	sq.m.	12.82	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1010(1)	Frames (Jambs, Sills, Head, Transoms, and Mullions)	set	1.60	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1010(2)a	Doors, Flush	sq.m.	1.60	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1010(2)b	Doors, Wood Panel	sq.m.	1.89	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1013(2)c	Fabricated Metal Roofing Accessory, Gutter, Gauge 24(0.701mm)	L.M.	12.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1014(1)b2	Pre-painted Metal Sheets, above 0.427mm, Rib Type Long Span	sq.m	5.23	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1018(1)	Glazed Tiles and Trims	sq.m.	58.20	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1027(1)	Cement Plaster Finish	sq.m.	12.38	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1032(1)a	Painting Works - Masonry/Concrete	sq.m.	887.62	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1032(1)b	Painting Works - Wood	sq.m	23.75	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
1032(1)c	Painting Works - Steel	sq.m	67.56	In words: Pesos _____ _____ _____ In figures: Php _____	In figures: Php _____ _____ _____ _____
Sub-Total for this Page					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

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BILL OF QUANTITIES

Part No. E

Part Description: FINISHING AND OTHER CIVIL WORKS

<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)
1046(2)a2	CHB Non Load Bearing (including Reinforcing Steel)150mm	sq.m.	7.75	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1047(4)a	Metal Structure Accessories - Bolts and Rods	each	8.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1047(5)d	Metal Structure Accessories - Steel Plate	kg.	1.88	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
1047(7)	Structural Steel	L.S	1.00	In words: Pesos _____ _____ In figures: Php _____	In figures: Php _____ _____ _____
Sub-Total for this Page					In words: Pesos _____ _____ In figures: Php _____

Submitted by:

Name and Signature of Bidder's Representative

Date:

Position

Name of Bidder

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-05:	Contractor's Confidential Application Statement for Registration (CCASR)
DPWH-INFR-06:	Contractor's Registration Certificate (CRC)
DPWH-INFR-07:	Contractor's Information (CI)
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.

**DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS**

PROCUREMENT MANUAL

VOLUME II - INFRASTRUCTURE

ANNEX IIB: STANDARD FORMS

10 June 2016

**DPWH PROCUREMENT MANUAL
VOLUME II – INFRASTRUCTURE**

Bidding Forms

TABLE OF CONTENTS

Form of Bid	113
Form of Contract Agreement.....	115
Omnibus Sworn Statement.....	117
Key Personnel's Affidavit of Commitment to Work on the Contract.....	119
LIST OF CONTRACTOR'S MAJOR CONSTRUCTION & LABORATORY EQUIPMENT UNITS TO BE ASSIGNED TO THE CONTRACT ELIGIBILITY REQUIREMENTS.....	122
BIDDER'S CHECKLIST OF REQUIREMENTS FOR ITS BID, INCLUDING TECHNICAL AND FINANCIAL PROPOSALS	123
PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL	124
PRELIMINARY EXAMINATION OF FINANCIAL PROPOSAL.....	126
CHECKLIST OF CONTRACT DOCUMENTS AND SUPPORTING DOCUMENTS	127
CONTRACTOR'S CONSTRUCTION SAFETY AND HEALTH PROGRAM	128

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BID FORM

Date:

To: Name of Procuring Entity
Address

We, the undersigned, declare that:

- (a) we have examined and have no reservation to the Bidding Documents (BDs), including Supplemental/Bid Bulletins, for the above Contract;
- (b) we offer to execute the Works for this Contract in accordance with the BDs including Bid Data Sheet, General and Special Conditions of Contract, Specifications and Drawings therein;
- (c) we present our Bid to execute the Works, consisting of our Technical Proposal (Annex "A") and our Financial Proposal (Annex "B");
- (d) our Technical Proposal includes the following required documents:
 - 1) Bid Security in the required form, amount and validity period, using Form DPWH-INFR-09, 10, or 11, as applicable (Annex "A-1");
 - 2) Organizational Chart for the Contract, using Form DPWH-INFR-13) (Annex "A-3");
 - 3) Contractor's Certification on Key Personnel for the Contract, with the Key Personnel's Affidavits of Commitment to Work on the Contract, using Form DPWH-INFR-14 (Annex "A-4");
 - 4) List of Contractor's Major Equipment Pledged for the Contract, using Form DPWH-INFR-15 (Annex "A-5");
 - 5) Omnibus Sworn Statement required under RA 9184-IRR Sec. 25.2b)iv), using DPWH-INFR-16 (Annex "A-6");
- (e) our Technical Proposal includes the following required documents:
 - 1) This Bid Form (Annex "B-1");
 - 2) Bid Prices in the Bill of Quantities Form, using Forms DPWH-INFR-16 and 17 (Annex "B-2");
 - 3) Detailed Estimates (Annex "B-3");
 - 4) Cash Flow by quarter, using Form DPWH-INFR-18 (Annex "B-4");
- (f) The total price of our Bid for this Contract based on the unit prices in the said Bill of Quantities, excluding any discounts offered in item (g) below, is: total Bid price in words and in figures;

- (g) the discounts we offer and the methodology for their application for this Contract are: _____;
- (h) our Bid shall be valid for a period of _____ days after the date fixed for the opening of bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period;
- (i) if our Bid is accepted and we received from you a Notice of Award, we commit, within ten (10) calendar days after our receipt of the said Notice, (1) to submit to you the required Performance Security and other documents prescribed in the Bidding Documents, and (2) to sign the Contract Agreement;
- (j) we understand that, if the contract is awarded to us, this Bid, together with your written acceptance thereof through your Notice of Award, shall constitute a binding contract between us, until a formal Contract Agreement is prepared and executed;
- (k) we understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (l) We acknowledge that failure to sign each page of this Form of Bid and the accomplished Bill of Quantities shall be a ground for the rejection of our Bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the "Entity") and *[name and address of Contractor]* (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contracts]* (hereinafter called "the Works") and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

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

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Dear Sir/Madame:

1. I confirm that Name of Contractor has engaged my services for the position of _____ in the above-stated Contract if it is awarded to the Contractor.
2. I, therefore, commit to assume the said position in the above-stated Contract once it is awarded to the Contractor, and I shall employ the best care, skill, and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of my assignment.
3. I do not allow the use of my name to enable the Contractor to qualify for the above-stated Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the DPWH.
4. I submit, and certify as true and correct, my biodata as follows:
 - a. Name : _____
 - b. Date of Birth : _____
 - c. Nationality : _____
 - d. Educational Attainment: _____
 - e. Specialty : _____
 - f. PRC License No. and Date: _____
 - g. Employment Record : _____

Name & Address of Employer	Position	From Mo./Yr.	To Mo./Yr.	Total Period Yrs. & Mos.

h. Work Experience (Projects Handled):

i. Proj. Name & Location ii. Owner's Name & Address iii. My Position	i. Proj. Description ii. Total Proj. Cost	i. Part of Proj. I Handled ii. Cost of Part	j. Start Date ii. Compl. Date
<u>Completed Projects:</u>			
<u>On-going Projects:</u>			

(use another sheet, if necessary)

Very truly yours,

Name and Signature of Personnel

Noted by:

Name and Signature of Contractor's Authorized Representative

REPUBLIC OF THE PHILIPPINES)
CITY OF _____)

SUBSCRIBED and SWORN TO before me this _____ day of _____, 20 ____
at _____, affiant exhibiting to me his/her Residence Certificate No.
_____ issued at _____ on
_____.

Notary Public

Doc. No. _____

Until

Page No. _____

PTR No. _____

Book No. _____

Issued _____ at

Series No. _____

_____ Issued _____ on

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: : Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

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

Business Name: _____

Business Address: _____

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

1. Attached are copies of sales invoice Registration Certificate from LTO
2. Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract
3. 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 requirement as prescribed in the Bid Data Sheet:

Minimum major laboratory equipment as prescribed in the Bid Data Sheet:

Name and Signature of Bidder's Representative

Date: _____

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

BIDDER'S CHECKLIST OF REQUIREMENTS FOR ITS BID, INCLUDING TECHNICAL AND FINANCIAL PROPOSALS

The Technical Proposal shall contain the following:

- ☐ If Joint Venture, PCAB Special JV License
- ☐ Bid Security (Form DPWH-INFR-10, or 11, and 12-2016 as applicable)
- ☐ Statement of all its on-going and completed government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started, if any
- ☐ Duly initialed Organizational Chart for the Contract (Form DPWH-INFR-13-2016)
- ☐ Duly initialed Contractor's List of Key Personnel for the Contract with their Qualification Data (Form DPWH-INFR-14-2016)
- ☐ Duly initialed List of Contractor's Major Construction and Laboratory Equipment Units for the Contract, Supported by Certifications of Availability (Form DPWH-INFR-15-2016)
- ☐ Omnibus Sworn Statement under RA 9184 – IRR Sec. 25.2b)iv) (Form DPWH-INFR-16-2016)
 - ☐ 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 3rd 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 Proposal shall contain the following:

- ☐ Duly signed Bid Form (DPWH-INFR-09-2016)
- ☐ Duly signed Bid Prices in the Bill of Quantities (Forms DPWH-INFR-17 & 18-2016)
- ☐ Duly initialed Detailed Estimates
- ☐ Duly initialed Cash Flow by Quarter (Form DPWH-INFR-19)

DPWH-INFR-20-2016

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City, Cebu

CEBU 3RD DISTRICT ENGINEERING OFFICE Ibo, Poblacion, Toledo City, Cebu

CHECKLIST OF CONTRACT DOCUMENTS AND SUPPORTING DOCUMENTS

A. The Contract itself shall include the following:

1. Contract Agreement
2. Documents forming part of the Contract Agreement in the following order of priority:
 - a. Notice of Award with the Contractor's signed "conforme"
 - b. Contractor's Bid comprised of its Technical and Financial Proposals, as calculated by the Procuring Entity and confirmed by the Contractor through the NOA
 - c. Bidding Documents (**BDs**), other than items (2)(d) to (2)g below for the Contract, with Bulletins.
 - d. Specifications. Drawings
 - f. Special Conditions of Contract (**SCC**)
 - g. General Conditions of Contract (**GCC**)
 - h. Performance Security
 - i. Integrity Pledge under Department Order No. 86, series of 2013
 - j. Other Contract Documents
 - (1) Construction Methods
 - (2) Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow
 - (3) Manpower Schedule
 - (4) Equipment Utilization Schedule
 - (5) Construction Safety and Health Program, as initially approved by the Head of the Procuring Entity
 - (6) Contractor's All Risk Insurance (CARI)

The documents in items 1 and 2b to 2g above shall be provided by the Procuring Entity.

As indicated in the NOA, the documents in items 2a, and 2h to 2j shall be submitted by the winning bidder to the Procuring Entity within ten (10) calendar days from the date of its receipt of the NOA.

B. The following are the required supporting documents for the Contract:

1. Approved Program of Work (Annex "L")
2. Certificate of Availability of Funds (CAF) (Annex "N")
3. Abstract of Bids as Calculated (Annex "O")
4. Approved BAC Resolution Declaring the Bidder with the LCRB and Recommending Award thereto (Annex "P")

Department of Public Works and Highways

Contract ID: 25HF0089

Contract Name: Repair/Maintenance of DPWH Building Cebu 3rd District Engineering Office, Main Building

Location of the Contract: Ibo, Toledo City

CONTRACTOR'S CONSTRUCTION SAFETY AND HEALTH PROGRAM

Date

To: Name of the Head of the Procuring Entity

Address

Pursuant to the provisions of Section 37.2.3 of the Implementing Rules and Regulations of Republic Act No. 9184 and in accordance with the provisions of Department Order No. 129, series of 2014, of the Department of Public Works and Highways (DPWH) and the provisions of the Memorandum dated 17 July 2014 of the Department of Labor and Employment (DOLE), we hereby submit to you, as part of the contract documents for the abovementioned contract awarded to us, our Construction Health and Safety Program which, once approved by the DPWH and concurred in by the DOLE Regional Office concerned, shall be implemented by us for the said contract.

1. Construction Safety and Health Committee: *State the composition of the Contractor's Construction Safety and Health Committee, if one has been formed. Otherwise, state an undertaking of the Contractor to organize such committee and appoint its members before the start of construction work at the project site.*
2. Specific Safety Policies: *State the specific safety policies which the Contractor undertakes to observe and maintain in its construction site, including the frequency of and persons responsible for conducting toolbox and gang meetings.*
3. Penalties and Sanctions: *State the penalties and sanctions for violations of the Construction Safety and Health Program.*
4. Training: *State the frequency, content and persons responsible for orienting, instructing, and training all workers at the site with regard to the Construction Safety and Health Program under which they operate.*
5. Waste Disposal: *State the manner of disposing waste arising from the construction.*

Submitted by:

Name and Signature of Authorized Officer of the Bidder
Position

DPWH-INFR-49-2016