# PHILIPPINE BIDDING DOCUMENTS

Government of the
Republic of the Philippines

# Procurement of INFRASTRUCTURE PROJECTS

**DESIGN AND BUILD OF**
**DRYING SYSTEM II WAREHOUSE**
**(PHilMech-RCEF-Infra-26-10-13-Rebidding)**

Schedule of Activities:

| Pre-Bidding Conference: | Submission of Bids: | Opening of Bids: |
|---|---|---|
| November 6, 2026; 10:00AM<br>PHilMech Main Office, CLSU Compound<br>Science City of Muñoz, Nueva Ecija | November 20, 2026; 08:30AM<br>PHilMech Main Office, CLSU Compound<br>Science City of Muñoz, Nueva Ecija | November 20, 2026; 09:00AM<br>PHilMech Main Office, CLSU Compound<br>Science City of Muñoz, Nueva Ecija |

**First Edition**
**May 2025**

# Preface

These Philippine Bidding Documents (PBD) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through *[Competitive Bidding, Limited Source Bidding, or Competitive Dialogue[1]]* have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), local government units (LGU), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory[2] use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 (RA No. 12009).

This PBD is intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders; (c) the expected contract duration; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Specifications; Section VII. Drawings; and Section VIII. Bill of Quantities. The forms to be used are provided in Section IX. Philippine Bidding Documents Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Works to be procured. In addition, each Section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section IX. Philippine Bidding Documents Related Forms, where the information is useful for the Bidder. The following general directions should be observed when using the documents:

a) All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.

b) Specific details, such as the "name of the Procuring Entity" and "address for proposal submission," should be furnished in the BDS and SCC. The final documents should contain neither blank spaces nor options.

c) This Preface and the footnotes, or notes in italics included in the Invitation to Bid, BDS, SCC, Specifications, Drawings, and Bill of Quantities are not part of

---

[1] For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

[2] Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section IX. Philippine Bidding Documents Related Forms since these provide important guidance to Bidders.

d) The cover page should be modified as required to identify the Bidding Documents and date of issue.

e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.

f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC, these terms shall be printed in bold type face on Section II. Instructions to Bidders, and Section IV. General Conditions of Contract, respectively. To facilitate easy reference and completion, clauses from the BDS and SCC shall appear in bold type face in Sections II and IV, respectively.

# Procurement of INFRASTRUCTURE PROJECTS

## DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE

## (PHilMech-RCEF-Infra-26-10-13-Rebidding)

# TABLE OF CONTENTS

**Glossary of Acronyms, Terms, and Abbreviations** ..... **6**

**Definition of Terms** ..... **8**

**Section I. Invitation to Bid** ..... **11**

**Section II. Instructions to Bidders** ..... **15**

**A. General** ..... **22**

**B. Contents of Bidding Documents** ..... **25**

**C. Preparation of Bids** ..... **30**

**D. Submission and Opening of Bids** ..... **34**

**E. Evaluation and Comparison of Bids** ..... **40**

**F. Award of Contract** ..... **41**

**Section III. Bid Data Sheet** ..... **44**

**Section IV. General Conditions of Contract** ..... **65**

**Section V. Special Conditions of Contract** ..... **95**

**Section VI. Specifications** ..... **104**

**Section VII. Drawings** ..... **140**

**Section VIII. Bill of Quantities** ..... **141**

**Section IX. Philippine Bidding Documents Related Forms** ..... **144**

## *Glossary of Acronyms, Terms, and Abbreviations*

ABC – Approved Budget for the Contract.

ADR – Alternative Dispute Resolution.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

COS – Contract of Service.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

JO – Job Order.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGUs – Local Government Units.

LoC – Line of Credit

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous and Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated and Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

SRRB – Single Rated and Responsive Bid.

UN – United Nations.

# *Definition of Terms*

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e])

Bill of Quantities – a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.

Consulting Services – services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (IRR of RA No. 12009, Section 5[i]).

Contract – the agreement entered into between the Procuring Entity and the Contractor to execute, complete, and maintain the Works and as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price – 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.

Contract Time Extension (CTE) – the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.

Contractor – a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

Days – refers to calendar days; months to calendar months.

Dayworks – 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.

Defect – any part of the Works not completed in accordance with the Contract.

Defects Liability Certificate – the certificate issued by the Procuring Entity upon correction of defects by the Contractor.

Defects Liability Period – the one (1) year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at its own expense.

Drawings – graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

Effective Date of the Contract – the date indicated in the contract. However, the Contractor shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Funding Source – Organization named in the SCC.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR of RA No. 12009, Section 5[n]).

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as “civil works” or “works;” (IRR of RA No. 12009, Section 5[r]).

Lot – refers to one or more infrastructure projects that are grouped or bundled together based on factors, such as scope, location, or other relevant parameters, as determined by the End-User or Implementing Unit of the Procuring Entity. Each lot is distinct within the project and may be awarded as a separate contract.

MARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

Materials – refer to all supplies, including consumables, used by the Contractor for incorporation in the Works.

MEARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Notice to Proceed – refers to a written notice issued by the Procuring Entity to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

Online submission – pertains to the submission of the bid for Infrastructure Projects and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS, once available.

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.

Plant – refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.

Procuring Entity - the organization acquiring the Infrastructure Project, as named in the SCC.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the Procuring Entity's Annual Procurement Plan.

Program of Work – refers to the big-picture plan and comprehensive schedule that details construction-related tasks to ensure the timely and efficient delivery of the project.

Site Investigation Reports – refers to those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Slippage – refers to 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 Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

Simple Infrastructure Projects – refers to construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of structures, technical facilities and systems with an Approved Budget for the Contract (ABC) not exceeding Ten Million Pesos (PhP 10,000,000.00) built at the community level for the sustenance of lives and livelihoods of the population living in a community and built according to the needs and aspirations of the community population.

Verified Report – the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

# *Section I. Invitation to Bid*

**Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

a) In line with the principles of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity, for seven (7) calendar days on the Philippine Government Electronic Procurement System (PhilGEPS) website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable; and
b) For justifiable reasons, Procuring Entities that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its invitation to bid, at least once, in a newspaper of general nationwide circulation.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

a) The availability of the Bidding Documents, which shall be commence from the time the Invitation to Bid is first published until the deadline for submission and continue until the deadline for submission and receipt of bids;
b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
c) The deadline for the submission and receipt of bids;
d) The procurement strategy/ies; and
e) The bid award criterion/criteria. (*e.g.*, the application of a margin of preference in bid evaluation)

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.

# Invitation to Bid for DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE (PHilMech-RCEF-Infra-26-10-13-Rebidding)

1) The **Philippine Center for Postharvest Development and Mechanization (PHilMech)**, through the **FY 2026 Rice Competitiveness Enhancement Fund (RCEF)** intends to apply the below-specified amount being the Approved Budget for the Contract (ABC) to payments under the contract for each lot. Bids received in excess of the ABC for each *lot* shall be automatically rejected at bid opening.

| LOT NO. | PROJECT TITLE | ABC (PhP) | COST OF BIDDING DOCUMENTS (PhP) |
|---|---|---|---|
| 1 | Design and Build of Drying System II Warehouse in Alcala, Cagayan | 34,421,000.00 | 20,000.00 |
| 2 | Design and Build of Drying System II Warehouse in Baggao, Cagayan | 34,421,000.00 | 20,000.00 |
| 3 | Design and Build of Drying System II Warehouse in Buguey, Cagayan | 34,421,000.00 | 20,000.00 |
| 4 | Design and Build of Drying System II Warehouse in Piat, Cagayan | 34,421,000.00 | 20,000.00 |
| 5 | Design and Build of Drying System II Warehouse in Tuao, Cagayan | 34,421,000.00 | 20,000.00 |
| 6 | Design and Build of Drying System II Warehouse in Botolan, Zambales | 34,421,000.00 | 20,000.00 |
| 7 | Design and Build of Drying System II Warehouse in Tigbauan, Iloilo | 34,421,000.00 | 20,000.00 |
| 8 | Design and Build of Drying System II Warehouse in Janiuay, Iloilo | 34,421,000.00 | 20,000.00 |

| | | | |
|---|---|---|---|
| 9 | Design and Build of Drying System II Warehouse in Dumangas, Iloilo | 34,421,000.00 | 20,000.00 |
| 10 | Design and Build of Drying System II Warehouse in Jordan, Guimaras | 34,421,000.00 | 20,000.00 |
| 11 | Design and Build of Drying System II Warehouse in Kabankalan City, Negros Occidental | 34,421,000.00 | 20,000.00 |
| **ALL LOTS** | | **378,631,000.00** | **50,000.00** |

2) The **PHilMech** now invites bids for *the above procurement projects*[3] Completion of the Works is required within **One Hundred Eighty (180) calendar days from the receipt of the Notice to Proceed (NTP)**. Bidders should have completed, within **ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders (ITB).

3) Bidding will be conducted through competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR, otherwise known as the "New Government Procurement Act (NGPA)".

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

4) Interested bidders may obtain further information from **PHilMech** and inspect the Bidding Documents at the address given below from *8:00 am to 5:00 pm*.

A complete set of Bidding Documents may be acquired by interested bidders on **October 30, 2026 to November 20, 2026** 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 specified above.*

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.

Payment of the required, non-refundable fee in the amount specified above shall be coordinated with our BAC Secretariat and may be paid in person or through electronic means (bank online deposit/transfer subject to the condition that the bank service charge will be shouldered by the bidder) by first securing a duly processed and verified/referenced Order of Payment from the PHilMech Finance Division prior payment of the required applicable fee to our Cashier/Collecting Officer. The original copy of Official Receipt (OR) evidencing payment of the bidding documents may be retrieved in person or may be sent through our delivery service provider, at the expense

[3] A brief description of the scope of Works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

of the requesting bidder to the address stated in their request. The scanned copy of the OR may be emailed to the bidder, as requested.

5) The **PHilMech** will hold a Pre-Bid Conference on **November 6, 2026; 10:00AM** at **PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija**, and/or through video conferencing via *google meet,* which shall be open to prospective bidders.

6) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the address indicated below on or before **08:30AM of November 20, 2026**. Late bids shall not be accepted.

7) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.

8) Bid opening shall be on **November 20, 2026; 9:00AM** at **PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija**, and/or via *google meet.* Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

*9)* The **PHilMech** 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 70 of R.A. No. 12009, without thereby incurring any liability to the affected bidder or bidders.

10) For further information, please refer to:

The BAC Secretariat,
PHilMech Main Office Procurement Division
CLSU Compound, Science City of Muñoz, Nueva Ecija
Contact No. 0977 427 4450
E-mail: **bac@philmech.gov.ph**

11) You may visit the following websites:
For downloading of Bidding Documents:
*www.philmech.gov.ph*
***https://old.philmech.gov.ph/?page=bidding***

*October 29, 2026*

**NELSON C. SANTIAGO, Ph.D.**
BAC Chairperson

NOTICE/ANNOUNCEMENT

PHILMECH DOES NOT CONDONE ANY FORM OF SOLICITATION FROM ANY PROSPECTIVE BIDDER BY ANY OF ITS STAFF/EMPLOYEE OR BY ANY OTHER PARTY. ANY ACTIVITY OF THIS NATURE MAY BE IMMEDIATELY REPORTED TO THE OFFICE OF THE DIRECTOR OR TO ANY APPROPRIATE LAW ENFORCEMENT AGENCY FOR ENTRAPMENT AND/OR INVESTIGATION.

# *Section II. Instructions to Bidders*

**Notes on the Instructions to Bidders**

This Section of the Bidding Documents 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, eligibility check, opening and evaluation of bids, post-qualification and award of contract.

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected in Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing performance of the Contractor, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

# TABLE OF CONTENTS

**A. GENERAL ..... 22**

1. Scope of Bid ..... 22
2. Source of Funds ..... 22
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices ..... 22
4. Conflict of Interest ..... 23
5. Eligible Bidders ..... 25
6. Bidder's Responsibilities ..... 22
7. Origin of Goods and Services ..... 25
8. Subcontracts ..... 25

**B. CONTENTS OF BIDDING DOCUMENTS ..... 25**

9. Pre-Bid Conference ..... 25
10. Clarification and Amendment of Bidding Documents ..... 30

**C. PREPARATION OF BIDS ..... 30**

11. Language of Bids ..... 30
12. Documents Comprising the Bid: Technical and Financial Components ..... 31
13. Bid Prices ..... 32
14. Bid Currencies ..... 33
15. Bid Validity ..... 33
16. Bid Security ..... 33
17. Format and Signing of Bids ..... 33
18. Sealing and Marking of Bids ..... 33

**D. SUBMISSION AND OPENING OF BIDS ..... 34**

19. Deadline for Submission of Bids ..... 34
20. Late Bids ..... 34
21. Modification and Withdrawal of Bids ..... 34
22. Opening and Preliminary Examination of Bids ..... 35

**E. EVALUATION AND COMPARISON OF BIDS ..... 40**

23. Process to be Confidential ..... 40
24. Clarification of Bids ..... 40
25. Detailed Evaluation and Comparison of Bids ..... 40
26. Post-Qualification ..... 43
27. Reservation Clause ..... 40

**F. AWARD OF CONTRACT** ..... 41
28. Contract Award ..... 41
29. Signing of the Contract ..... 41
30. Performance Security ..... 42
31. Notice to Proceed ..... 43
32. Protest Mechanism ..... 43

# A. General

## 1) Scope of Bid

1.1 The Procuring Entity named in the **BDS**, invites Bids for the **DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE**, with Project Identification Number **PHilMech-RCEF-Infra-26-10-13-Rebidding**.

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

1.2 The winning Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.1.

## 2) Source of Funds

The Procuring Entity has a budget 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 this Project to cover eligible payments under the contract.

## 3) Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:

i) "corrupt practice" means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position 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 RA No. 3019.

ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to 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.

iii) "collusive practices" 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, non-competitive levels.

iv) "coercive practices" 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;

v) "obstructive practice" is

a) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 4.

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 36.

## 4) Conflict of Interest

4.1 All Bidders found to have conflicting interests 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 conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

a) A Bidder has controlling shareholders or beneficial owners 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 legally authorized representative as that of another Bidder for purposes of this Bid;

d) A bidder has a relationship, directly or through third parties, that puts them 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 may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that 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 who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or

f) A bidder who lends, or temporarily seconds, its personnel to firms or 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.

4.2 All Bidding Documents shall be accompanied by an Omnibus Sworn Statement of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.[4]

4.3 The Bidder shall also disclose the ultimate beneficial ownership of the entity it represents. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship 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. This Clause shall apply to the following persons and affiliates:

a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;

b) In the case of partnerships, to the partnership itself and its partners;

c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;

d) In the case of a partnership, joint venture, or consortium, to the entity itself, its members or partners, as well as any person or entity that is a member of a blacklisted partnership, joint venture, or consortium; and

e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their

[4] Section 81.1 of the IRR.

assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part shall also be blacklisted.

**5) Eligible Bidders**

5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Infrastructure Projects, the following persons shall be eligible to participate in this bidding:

a) Duly licensed Filipino citizens or sole proprietorships;

b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

d) Cooperatives duly organized under the laws of the Philippines; and

e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, that in accordance with relevant laws, rules, and regulations, Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%); Provided, further, that joint ventures in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques or technologies which are not adequately possessed by a person or entity meeting the sixty percent (60%) Filipino ownership requirement; Provided, furthermore, 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 member of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, finally, that the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.

5.2 The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

5.3 In accordance with RA No. 4566 or the “Contractors' License Law” as amended by RA No. 11711 or “An Act Further Amending Republic Act No. 4566”, the persons or entities enumerated in Section 52 of the IRR may participate in the procurement of Infrastructure Projects if it has been issued a license by the Philippine Contractors Accreditation Board (PCAB) to engage or act as a contractor.

5.4 The Bidder must have completed an SLCC that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent

(50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices; Provided, that any change to the fifty percent (50%) requirement may be allowed, subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration; Provided, further, that contractors under Small A and Small B categories without similar experience on the procurement project to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost of their registration based on the guidelines as prescribed by the PCAB.

For foreign-funded procurement, the GoP and the foreign government, or foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

Moreover, a contract shall be considered similar to the procurement project if it has the same major categories of work. The Procuring Entity may clarify in the Bidding Documents what is regarded as major categories of work, guided by the principle of proportionality and Fit-for-Purpose approach.

5.5 The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES), or a similar performance and monitoring system. In the case of contracts with the private sector, an equivalent document shall be submitted.

5.6 The computation of a bidder's NFCC must be at least equal to the ABC to be bid, 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, coinciding with the procurement project to be bid; Provided, That a different formula may be adopted subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration.

The value of the domestic bidder's current assets and current liabilities shall be based on the latest 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 latest AFS prepared in accordance with international financial reporting standards.

**6) Bidder's Responsibilities**

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Philippine Bidding Documents Related Forms as required in **ITB** Clause 12.1(h)(iv).

6.2 Before submitting their bids, the Bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder undertook the following responsibilities:

a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Document, its requirements, clauses, and provisions;

b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any;

d) Complied with its responsibility to inquire or secure Supplemental Bid Bulletin(s);

e) Ensured 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, or foreign/ international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

f) Ensured that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;

g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;

h) Ensured 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 to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary's Certificate, whichever is applicable;

i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;

j) Complied with existing labor laws and standards. Moreover, the Bidder undertakes to:

    i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA) or arbitration award, if and when applicable.

    In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers' wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009,

without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations;

ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the Work Stoppage Order; and

iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or CBA or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.

k) Ensured 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;

l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;

m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of the contract, project, or work; (ii) climatic conditions; (iii) transportation facilities; (iv) 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 (v) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work; and

n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin(s) issued, are correct and consistent. 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.

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

6.4 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.

6.5 Further, 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, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.6 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

**7) Origin of Goods and Services**

Unless otherwise indicated in the **BDS**, 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) Subcontracts**

8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed fifty (50%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.

8.2 Subcontracting of any portion of the Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.

8.3 Subcontractors must meet the eligibility criteria as stated in the **BDS** and shall submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.

8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS.**

## B. Contents of Bidding Documents

**9) Pre-Bid Conference**

9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents on the PhilGEPS website.

9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid, the Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.

9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

**10) Clarification and Amendment of Bidding Documents**

10.1 Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted on the PhilGEPS website, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those who have properly 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 accordingly informed by the BAC, and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

## C. Preparation of Bids

**11) Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. However, for Contracting Parties to the

Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.2.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate. The English translation shall govern, for purposes of interpretation of the bid.

**12) Documents Comprising the Bid: Technical and Financial Components**

12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

a) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR;

b) PCAB License and Registration, in case of Joint Venture (JV);

c) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;

d) Statement of the Bidder's SLCC, in accordance with **ITB** Clause 5.5.

The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least satisfactory in the CPES, or a similar performance and monitoring system. In case of contracts with the private sector, an equivalent document shall be submitted;

e) NFCC computation in accordance with **ITB** Clause 5.6;

f) Joint Venture Agreement (JVA), if applicable;

g) Bid Security in the prescribed form and amount in accordance with **ITB** Clause 16, and validity period under **ITB** Clause 15;

h) Project Requirements, which shall include the following:

i) Organizational chart of the personnel to be deployed for the procurement project to be bid;

ii) List of Contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the procurement project to be bid, with their complete qualifications and experience data. These personnel must meet the required minimum years of experience set in the **BDS**;

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

iv) Omnibus Sworn Statement in accordance with Section 54.3 of the IRR.

12.2 The second bid envelope shall contain the Financial Bid Form, which includes the bid prices and the bill of quantities, in accordance with **ITB** Clauses 13.1.

12.3 Whenever necessary, modifications may be made to the foregoing provisions specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.

b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or 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 or goods to be procured.

c) The Procuring Entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of Infrastructure Projects, the Procuring Entity must also have trained quantity surveyors.

d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's or Procuring Entity's estimate.

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

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

## 13) Bid Prices

13.1 The contract shall be for the whole Works, as described in the Bidding Documents, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. In case partial bids are allowed in the ITB, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Bill of Quantities, shall be considered non-responsive and shall be 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 zero (0) 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.

13.3 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 45.

## 14) Bid Currencies

14.1 All bid prices shall be quoted in Philippine Peso unless 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 as published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.[5]

14.2 If so allowed in accordance with **ITB** Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the currencies in which the bid price is expressed to Philippine Peso at the foreign exchange rates.

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

## 15) Bid Validity

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

15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

## 16) Bid Security

16.1 The Bidder, at its option, shall submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

| **Form of Bid Security** | **Amount of Bid Security (Not less than the required Percentage of the ABC)** |
|---|---|
| (a) Cash or cashier's/manager's check issued by a bank.<br><br>*For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.* | Two percent (2%) |
| (b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank; Provided, however, that it shall be confirmed or authenticated by a | Five percent (5%) |

[5] RA No. 8183 or "An Act to Assure Uniform Value to Philippine Coin and Currency."

| | |
|---|---|
| local bank, if issued by a foreign bank.<br><br>*For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.* | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance on as authorized to issue such security. | Five percent (5%) |
| (d) Bid Securing Declaration | Not Applicable |

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the bidder is required to extend its bid validity, the bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS.**

16.4 Upon signing and execution of the contract, pursuant to **ITB** Clause 29, and the posting of the performance security pursuant to **ITB** Clause 30, the Bid Security of the successful Bidder's Bid Security will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 15.

16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:

a) If a Bidder:

i) With the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), Most Advantageous Responsive Bid (MARB), Single Calculated and Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Responsive Bid (SARB) withdraws, fails, refuses or is unable to: (i) submit the documents required under Section 66.5 of the IRR; (ii) enter into contract with the Procuring Entity; or (iii) post the required performance security within the period stipulated in the IRR and in accordance with **ITB** Clause 30;

ii) Causes the delay, without justifiable cause, of the screening for eligibility, opening of bids, evaluation and post evaluation of Bids, and awarding of contracts;

iii) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

iv) Withdraws a bid, or refuses to accept an award, or refuses or fails to enter into contract with the Procuring Entity without justifiable cause, after the approval of the HoPE for having been the declared LCRB or MEARB, as the case may be;

v) Refuses or fails to furnish performance security within the prescribed time;

vi) Commits of three (3) or more of any of the acts imposed with suspension, as provided under Section 99 of the IRR;

vii) Uses force, fraudulent machinations, coercion, undue influence or pressure on any member of the BAC or any officer or employee of the Procuring Entity to take a particular action for its own favor or gain, or to the advantage of a particular bidder;

viii) Colludes with one (1) or more bidders and submitting different bids as if they were bona fide, when they knew that one or more of them was so much higher than the other that it could not be honestly accepted and that the contract will surely be awarded to the pre-arranged lowest bid;

ix) Maliciously submits different bids through two (2) or more persons, corporations, partnerships, or any other business entity in which it has interest, to create the appearance of competition that does not in fact exist so as to be declared as the winning bidder;

x) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;

xi) Fails to faithfully disclose its relationship, regardless of the time of its discovery, with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the End-User or Implementing Unit, and the project consultants of the Procuring Entity, or of the procurement agent, whichever is applicable, by consanguinity or affinity up to the third civil degree pursuant to Section 81 of the IRR;

xii) Submits beneficial ownership information containing false entries;

xiii) Allows the use of one’s name or uses the name of another for purposes of public bidding;

xiv) Submits eligibility requirements and bids containing false information or falsified documents or the concealment of such information that will materially alter the outcome of eligibility screening or any stage of the procurement;

xv) Accesses the contents of any Bid submitted to the Procuring Entity before the opening of bids, without authorization;

xvi) Has any documented attempt to unduly influence the outcome of the bidding;

xv) Employs schemes which stifle or suppress any procurement activity; or

xvi) Commits a third offense imposed with blacklisting under the Act by the same Procuring Entity, or a combination of three (3) violations imposed with blacklisting by the Procuring Entity and other Procuring Entities, as posted on the GPPB portal;

b) If a Winning Bidder:

i) Conducts poor performance or unsatisfactory quality and/or progress of work. Poor performance shall be as follows:

i.i) Negative slippage of fifteen percent (15%) and above within the critical path of the project due entirely to the fault or negligence of the winning bidder; or

i.ii) Non-compliance of the materials and workmanship with the approved specifications arising from the fault or negligence of the winning bidder.

ii) In case it is determined prima facie that the winning bidder has engaged, before or during the implementation of the contract, in the following unlawful deeds and behaviors relative to contract acquisition and implementation:

ii.i) Corrupt, fraudulent, collusive and coercive practices;

ii.ii) Drawing up or using forged documents; or

ii.iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or trade.

iii) Assigns or subcontracts the contract or any part thereof or substituting key personnel named in the proposal without prior written approval by the Procuring Entity;

iv) Willfully or deliberately abandons or does not perform the project or contract by the winning bidder resulting in substantial breach thereof without lawful and/or just cause;

v) Has its contract terminated due to its default or unlawful acts; or

vi) Fails to comply with the provision on warranty that requires to repair any noted defect or damage to the Infrastructure Project due to the use of materials of inferior quality within ninety (90) calendar days from the issuance of the order by the HoPE to undertake such repairs.

**17) Format and Signing of Bids**

17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in https://drive.google.com/drive/folders/***1EoIoYkkUVzEsrIiWMAPK06Lz0XypqlCQ?usp=drive_link***

 on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12, and the second shall contain the financial component of the bid.

17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.

17.3 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**18) Sealing and Marking of Bids**

18.1 Bidders shall enclose their technical documents described in **ITB** Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT,", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT,", sealing them all in an outer envelope marked "BID."

18.2 The Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

18.3 All envelopes shall:

a) contain the name of the contract to be bid in capital letters;

b) bear the name and address of the Bidder in capital letters;

c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 18.1;

d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and

e) bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids, in accordance with **ITB** Clause 19.

18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

## D. Submission and Opening of Bids

**19) Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address indicated in the **Invitation to Bid,** or through the e-bidding facility of the PhilGEPS, on or before the date and time indicated in the **BDS**.

**20) Late Bids**

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

**21) Modification and Withdrawal of Bids**

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid, but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to its original bid, and marked as a "modification," thereof, 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.

b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to **ITB** Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to 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. A bid with options shall likewise be 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.

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.

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.

## 22) Opening and Preliminary Examination of Bids

22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a Notice of Postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.

22.2 The manner of opening of the bids for Infrastructure Projects shall depend on the award criterion to be adopted, as follows:

a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and

b) For MARB, only the technical proposals shall be opened while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the bidders who have met the highest technical score for MAB shall be opened.

22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.

22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through mail at its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

# E. Evaluation and Comparison of Bids

## 23) Process to be Confidential

23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 24.

23.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

## 24) 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 that is not in response to the request of the Procuring Entity shall not be considered.

## 25) Detailed Evaluation and Comparison of Bids

25.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

25.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and Most Advantageous Bid (MAB).

25.3 The award criterion shall be determined as follows:

a) For LCB:

i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

ii) The ranking of the total bid prices as so calculated from the lowest to highest, where the bid with the lowest price shall be identified as the LCB.

b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the MEAB using the following steps:

i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.

ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in

percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).

iii) To further promote green public procurement, the sustainability of materials or structures with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS.** The BAC shall rank the bidders in descending order based on the combined numerical ratings of their quality and price proposals. The bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.

iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

The quality component shall be assessed on the basis of criteria with corresponding numerical weights indicated in the **BDS**, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:

a) Quality and technical merit, including technical competence and a credible track record;

b) Aesthetic and functional design and characteristics;

c) Approach and methodology;

d) Accessibility;

e) Tools and equipment;

f) Social, environmental, economic, and innovative characteristics;

g) Organization, qualification, and experience of employees or staff assigned to perform the contract;

h) Ongoing contracts and work commitments; or

i) Other relevant criteria in relation to the subject Infrastructure Projects to be procured.

c) For MAB

i) The BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the bidder with the highest technical rating.

ii) The second bid envelope of the bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the bidder will be disqualified.

25.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each bidder for each criterion shall not be considered in determining the average scores of the bidders, except when the evaluation is conducted in a collegial manner.

25.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the BDS shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

b) Arithmetical corrections. The BAC shall consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid correction if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

25.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned 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, to identify the LCB, MEAB, or MAB. 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 the **BDS**.

25.7 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 in their bids 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. Such bids, including said taxes, shall be the basis for the bid evaluation and comparison.

25.8 If so indicated pursuant to **ITB** Clause 1.1, bids may be submitted for individual lots, or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 25.5 (a).

## 26) Post - Qualification

26.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB, as the case may be, complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5 and 12. The Bidder, within a non-extendible period of five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income

and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

26.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.

26.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clause 12, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

26.4 If the BAC determines that the bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, SCB, SEAB, or Single Advantageous Bid (SAB) and recommend to the HoPE the award of contract to the 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.

If, however, the BAC determines that the bidder with the LCB, MEAB, MAB, SCB, SEAB, or SAB fails to meet the post-qualification criteria, it shall immediately notify the Bidder in writing of its post-disqualification and the grounds for such determination.[6]

26.5 Immediately after the BAC has 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, MEAB, or MAB. If the second bidder passes the post-qualification 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 LCB, MEAB, or MAB.

26.6 If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, or MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.

26.7 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB and the recommendation to award the contract, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.

26.8 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

---

*6* Sec 63.5 of the IRR.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the bidder.

**27) Reservation Clause**

27.1 Notwithstanding the eligibility or post-qualification of a bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

a) If it has reasonable grounds to believe that a misrepresentation has been made by the said bidder; or

b) If it has reasonable grounds to believe 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 and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

27.2 Based on the following grounds, the HoPE or its duly authorized representative reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between 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 or influences or tends to influence the bidding process;

b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or

c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

# F. Award of Contract

## 28) Contract Award

28.1 Subject to **ITB** Clause 26, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

28.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the winning Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable, and submitted personally or sent by registered mail or electronically to the Procuring Entity.

28.3 Within ten (10) calendar days from receipt by the winning bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

a) Submission of the following documents:

i) Valid JVA, if applicable;

ii) The SEC Certificate of Registration of the foreign corporation, if applicable; or

iii) Valid PCAB license and registration for the type and cost of the Project for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of such license and registration as a pre-condition to the Notice of Award.

b) Posting of the performance security in accordance with **ITB** Clause 30; and

c) Signing of the contract as provided in **ITB** Clause 29.

## 29) Signing of the Contract

29.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall post the required performance security, sign and date the contract, and return it to the Procuring Entity.

29.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

29.3 The following documents shall form part of the contract:

a) Contract Agreement;

b) Bidding Documents;

c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (*e.g.,* Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

d) Performance Security;

e) Notice of Award of Contract; and

f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## 30) Performance Security

30.1 To guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. Furthermore, the successful bidder shall be required to update the performance security posted before to the issuance of a variation order, if any.

30.2 Sectors enumerated under Section 76.1[7] of the IRR may be allowed to post Performance Securing Declaration (PSD) as specified in the **BDS.**

30.3 The performance security shall be in a form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

| **Form of Performance Security** | **Amount of Performance Security (Not less than the Percentage of the Total Contract Price)** |
|---|---|
| a) Cash or Cashier's or Manager's check issued by a bank.<br><br>*For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.* | Ten percent (10%) |
| b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, | |

[7] Section 76.1. *The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:*
*a) Farmers as certified by the Department of Agriculture (DA);*
*b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);*
*c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;*
*d) Solo parents as certified by the Department of Social Welfare and Development (DSWD); e) Microenterprises and social enterprises as certified by the MSMED Council;*
*f) Startups, spin-offs, and other forms of entity involved in science, technology, and innovation activities as certified by the DTI, DICT, NIC or the Department of Science and Technology (DOST), as may be applicable;*
*g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and*
*h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.*

| | |
|---|---|
| it shall be confirmed or authenticated by a local bank. | |
| c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security. | Thirty Percent (30%) |

30.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

**31) Notice to Proceed**

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**32) Protest Mechanism**

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

# *Section III. Bid Data Sheet*

**Notes on the Bid Data Sheet**

This Section is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II. Instructions to Bidders, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity, including procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated; and

b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

| ITB Clause | |
|---|---|
| 1.1 | The Procuring Entity is ***Philippine Center for Postharvest Development and Mechanization (PHilMech)***<br><br>The Project title is **DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE**.<br><br>The identification number of the Contract is ***PHilMech-RCEF-Infra-26-10-13-Rebidding.*** |
| 2 | The Funding Source is:<br><br>2.1 The GOP through the source of funding as indicated below **FY 2026 Rice Competitiveness Enhancement Fund (RCEF)** in the amount of **PhP 378,631,000.00**<br><br>2.2 The source of funding is:<br><br>a. NGA, the National Expenditure Program. |
| 3.1 | No further instructions. |
| 5.2 | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. |
| 5.4 | The required track record shall be the following: ***A single project similar to the contract to be bid with a value at least 50% of the approved budget for the lot to be bid. Should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.***<br><br>Contracts similar to the Project shall be those described as follows:<br><br>**General Building 1 - (Industrial Building)** |
| 7 | No further instructions. |
| 8.1 | "Subcontracting is not allowed." |
| 8.3 | "Not applicable." |
| 8.4 | "Subcontracting is not allowed." |
| | *The required PCAB license for this contract is as follows:*<br><br>***License Category AAAA, AAA, AA, A and B for General Building and Industrial Plant*** |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on **November 6, 2026; 10:00AM** at the **PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija** and/or through video- |

<table>
<tr><td></td><td>conferencing, webcasting, or similar technology, or a combination thereof via google meet.</td></tr>
<tr><td>10.1</td><td>The Procuring Entity’s address is:<br><br>Phillippine Center for Postharvest Development and Mechanization (PHilMech),<br>Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija<br>(044) 4560-213 loc. 140<br><u>bac@philmech.gov.ph</u></td></tr>
<tr><td>12.1(h)(ii)</td><td>The minimum work experience requirements for key personnel are the following:<br><br>
<table>
<tr><th>KEY PERSONNEL</th><th>REQ. NO.</th><th>MINIMUM TOTAL WORK EXPERIENCE (YEARS)</th><th>MINIMUM TOTAL SIMILAR WORK EXPERIENCE (YEARS)</th><th>TYPE OF EXPERIENCE</th></tr>
<tr><td colspan="5">A. DESIGN PHASE</td></tr>
<tr><td>Design Professionals but not limited to:<br>a. Architect<br>b. Civil Engineer<br>c. Electrical Engineer<br>d. Master Plumber<br>e. Draftsperson<br>f. Other design key personnel</td><td>1</td><td>1</td><td>1</td><td>No prior general experience is required, as long as the designated key personnel possess the necessary qualifications, skills, and competencies to effectively deliver the required outputs and fulfill the project’s objectives.</td></tr>
</table>
</td></tr>
</table>

| | | | | | |
|---|---|---|---|---|---|
| B. CONSTRUCTION PHASE | | | | | |
| Project Manager | 1 | 3 | 3 | Key personnel with construction experience as Project Manager | |
| Project Architect/ Engineer | 1 | 3 | 3 | A licensed Architect/ Civil Engineer with construction experience as Project Architect/ Engineer | |
| Registered Electrical Engineer | 1 | 3 | 3 | A licensed Electrical Engineer with construction experience in the supervision/installation of electrical systems | |
| Safety Officer/ Engineer | 1 | DOLE Accredited Safety Officer III (with at least two years of experience in Occupational Safety and Health | | | |
| Construction Foreman | 1 | 3 | 3 | With experience as Foreman of at least 3 years for engineering | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | projects or similar projects. |

The minimum major equipment requirements are the following:

| **Equipment** | **Capacity** | **Number of Units** |
|---|---|---|
| Backhoe | 0.15 $m^3$ | 1 |
| Power Generator | - | 1 |
| Bagger Mixer | 0.16$m^3$ | 2 |
| Mini Dump Truck/Hauler | 1.5$m^3$ | 1 |
| Power Trowel | - | 1 |
| Plate Compactor/Tamping Rammer | - | 1 |
| Heavy Duty Welding machine | - | 1 |
| Crane/Self-Loading Boom Truck | - | 1 |
| Scaffolding Set | - | 2 |

| | |
|---|---|
| 12.4 | The ABC is **PhP378,631,000.00** Any bid with a financial component exceeding this amount shall not be accepted. |
| 14.1 | The bid prices shall be quoted in Philippine Peso. |
| 14.3 | Not applicable |
| 15.1 | Bids will be valid for One Hundred Twenty (*120*) days from bid opening. |
| 16.1 | The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following: |

The amount of Bid Security shall not be less than the following:

| LOT NO. | Bid Security in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit (2% of the ABC) | Bid Security in Surety Bond (5% of the ABC) |
|---|---|---|
| 1 | 688,420.00 | 1,721,050.00 |
| 2 | 688,420.00 | 1,721,050.00 |
| 3 | 688,420.00 | 1,721,050.00 |

| | | | | |
|---|---|---|---|---|
| | 4 | 688,420.00 | 1,721,050.00 | |
| | 5 | 688,420.00 | 1,721,050.00 | |
| | 6 | 688,420.00 | 1,721,050.00 | |
| | 7 | 688,420.00 | 1,721,050.00 | |
| | 8 | 688,420.00 | 1,721,050.00 | |
| | 9 | 688,420.00 | 1,721,050.00 | |
| | 10 | 688,420.00 | 1,721,050.00 | |
| | 11 | 688,420.00 | 1,721,050.00 | |

| | |
|---|---|
| 16.2 | The Bid Security shall be valid until ***March 20, 2027*** *or one hundred twenty (120) calendar days after the opening of bids in the event of a change in the date of the opening of bids* |
| 16.3 | *In case of extension of bid validity and bid security validity period,*<br><br>Substitution of the bid security form is allowed. Bid Securing Declaration and any of the following forms may be used:<br><br>a) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local Bank, if issued by a foreign bank; or<br><br>b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security." |
| 19 | The address for submission of bids is *PHIlMech, Main Office, CLSU Compound Science City of Muñoz, Nueva Ecija.*<br><br>The deadline for submission of bids is **November 20, 2026; 08:30AM** |
| 21.5 | ***Value engineering shall be conducted according to accepted standards and practices. Value engineering shall analyze alternative schemes of achieving the Project objectives in order to delete or reduce non-essential features and lessen the life cycle costs of the Project without sacrificing the quality and integrity of the structure, while maintaining its essential function, performance and safety.***<br><br>***Bidders are required to include in their Technical Proposals a Value Engineering Analysis of Design and Construction Method, which shall give importance of the following:*** |

| | |
|---|---|
| | ***a. Cost-saving scheme measured in terms of a per square meter average figure compared to the conventional construction methods;***<br><br>***b. Time-saving scheme due to the expertise and past experiences of key personnel; and***<br><br>***c. Operational efficiency that shall take advantage of natural lighting and ventilation in certain areas, use of efficient engineering systems for various facilities and environment friendly materials*** |
| 22.1 | The date and time of bid opening is **November 20, 2026; 9:00AM.**<br><br>The place of bid opening is at **PHilMech Main Office, CLSU Compound, Science City of Muñoz, Nueva Ecija**. |
| 22.2(b) | "**Not applicable".** |
| 25.3 (b)(i) | The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:<br><br>a) Quality and technical merit, including technical competence and a credible track record;<br><br>b) Aesthetic and functional design and characteristics;<br><br>c) Approach and methodology;<br><br>d) Accessibility;<br><br>e) Tools and equipment;<br><br>f) Social, environmental, economic, and innovative characteristics;<br><br>g) Organization, qualification, and experience of employees or staff assigned to perform the contract;<br><br>h) Ongoing contracts and work commitments;<br><br>i) After-sales service and technical assistance;<br><br>j) Delivery conditions, such as delivery period and delivery process;<br><br>k) Disposal measures; or<br><br>l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured. |
| 25.3 (b)(iii) | *Not applicable* |
| 25.3(b) | *Not applicable* |

<table>
<tr><td>25.3 (c)(i)</td><td>“Not applicable”</td></tr>
<tr><td>25.5 (a)</td><td>All infrastructure projects are packaged in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.<br><br>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.<br><br>
<table>
<tr><th>LOT NO.</th><th>PROJECT TITLE</th><th>ABC (PhP)</th></tr>
<tr><td>1</td><td>Design and Build of Drying System II Warehouse in Alcala, Cagayan</td><td>34,421,000.00</td></tr>
<tr><td>2</td><td>Design and Build of Drying System II Warehouse in Baggao, Cagayan</td><td>34,421,000.00</td></tr>
<tr><td>3</td><td>Design and Build of Drying System II Warehouse in Buguey, Cagayan</td><td>34,421,000.00</td></tr>
<tr><td>4</td><td>Design and Build of Drying System II Warehouse in Piat, Cagayan</td><td>34,421,000.00</td></tr>
<tr><td>5</td><td>Design and Build of Drying System II Warehouse in Tuao, Cagayan</td><td>34,421,000.00</td></tr>
<tr><td>6</td><td>Design and Build of Drying System II Warehouse in Botolan, Zambales</td><td>34,421,000.00</td></tr>
<tr><td>7</td><td>Design and Build of Drying System II Warehouse in Tigbauan, Iloilo</td><td>34,421,000.00</td></tr>
<tr><td>8</td><td>Design and Build of Drying System II Warehouse in Janiuay, Iloilo</td><td>34,421,000.00</td></tr>
<tr><td>9</td><td>Design and Build of Drying System II Warehouse in Dumangas, Iloilo</td><td>34,421,000.00</td></tr>
<tr><td>10</td><td>Design and Build of Drying System II Warehouse in Jordan, Guimaras</td><td>34,421,000.00</td></tr>
<tr><td>11</td><td>Design and Build of Drying System II Warehouse in Kabankalan City, Negros Occidental</td><td>34,421,000.00</td></tr>
</table></td></tr>
<tr><td>25.5 (b)</td><td>Bid correction shall be allowed.</td></tr>
<tr><td>25.6</td><td>No further instructions.</td></tr>
</table>

<table>
<tr><td>26.1</td><td>List licenses and permits relevant to the Project and the corresponding law requiring it or state “None.”<br><br>Building Permit, Sanitary Permit, Fire Safety Certificate, Barangay and Mayor’s Permit, FDA License to Operate (LTO), DENR CNC/ECC, Occupancy Permit, Electrical Permits, Plumbing Permits and Zoning Clearance<br><br>All licenses and permit will be secured by the winning bidder in coordination with the beneficiaries.</td></tr>
<tr><td>29.3(f)</td><td>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 DOLE, and Program Evaluation and Review Technique (PERT), Critical Path Method (CPM) or other acceptable tools of project scheduling.<br><br>a. Construction Schedule and S-curve<br>b. Manpower Schedule<br>c. Construction Methods<br>d. Equipment Utilization Schedule<br>e. Construction Safety and Health Program approved by the DOLE, and<br><br>f. PERT/CPM or other acceptable tools of project scheduling for infrastructure projects.</td></tr>
<tr><td>30.2</td><td>“Not applicable”</td></tr>
<tr><td>30.3</td><td>The Performance Security shall be in any form below and set in amount that shall not be less than the following:<br><br>
<table>
<tr><th>LOT NO.</th><th>Performance Security in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit (10% of the ABC)</th><th>Performance Security in Surety Bond (30% of the ABC)</th></tr>
<tr><td>1</td><td>3,442,100.00</td><td>10,326,300.00</td></tr>
<tr><td>2</td><td>3,442,100.00</td><td>10,326,300.00</td></tr>
<tr><td>3</td><td>3,442,100.00</td><td>10,326,300.00</td></tr>
<tr><td>4</td><td>3,442,100.00</td><td>10,326,300.00</td></tr>
<tr><td>5</td><td>3,442,100.00</td><td>10,326,300.00</td></tr>
</table>
</td></tr>
</table>

| | | | |
|---|---|---|---|
| | 6 | 3,442,100.00 | 10,326,300.00 |
| | 7 | 3,442,100.00 | 10,326,300.00 |
| | 8 | 3,442,100.00 | 10,326,300.00 |
| | 9 | 3,442,100.00 | 10,326,300.00 |
| | 10 | 3,442,100.00 | 10,326,300.00 |
| | 11 | 3,442,100.00 | 10,326,300.00 |

# *Section IV. General Conditions of Contract*

**Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

# TABLE OF CONTENTS


1) GENERAL TERMS ..... 57
2) INTERPRETATION ..... 57
3) GOVERNING LANGUAGE AND LAW ..... 58
4) COMMUNICATIONS ..... 58
5) POSSESSION OF SITE ..... 58
6) THE CONTRACTOR'S OBLIGATIONS ..... 59
7) SUBCONTRACTING ..... 59
8) ADVANCE PAYMENT ..... 61
9) PROGRESS PAYMENTS ..... 61
10) PAYMENT DOCUMENTS ..... 62
11) RETENTION ..... 63
12) PERFORMANCE SECURITY ..... 63
13) DETAILED ENGINEERING AND SITE INVESTIGATION REPORTS ..... 64
14) LICENSES AND PERMITS ..... 65
15) CONTRACTOR'S RISK AND WARRANTY SECURITY ..... 65
16) PROCURING ENTITY'S RISK ..... 68
17) INSURANCE ..... 68
18) LIQUIDATED DAMAGES ..... 69
19) SETTLEMENT OF DISPUTES ..... 70
20) LIABILITY OF THE CONTRACTOR ..... 70
21) TERMINATION FOR BREACH OF CONTRACT ..... 70
22) TERMINATION DUE TO FORCE MAJEURE ..... 71
23) TERMINATION BY CONTRACTOR ..... 72
24) TERMINATION FOR CONVENIENCE ..... 72
25) TERMINATION FOR UNLAWFUL ACTS ..... 73
26) TERMINATION FOR OTHER CAUSES ..... 73
27) PROCEDURES FOR TERMINATION OF CONTRACTS ..... 74
28) APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY ..... 75
29) ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY ..... 76
30) CONTRACTOR'S RIGHT TO CLAIM ..... 76
31) DAYWORKS ..... 76
32) EARLY WARNING ..... 76

**33) PROGRAM OF WORK ..... 76**
**34) MANAGEMENT CONFERENCES ..... 77**
**35) BILL OF QUANTITIES ..... 77**
**36) INSTRUCTIONS, INSPECTIONS AND AUDITS ..... 78**
**37) IDENTIFYING DEFECTS ..... 78**
**38) CORRECTION OF DEFECTS ..... 78**
**39) UNCORRECTED DEFECTS ..... 78**
**40) VARIATION ORDERS ..... 79**
**41) CONTRACT COMPLETION ..... 80**
**42) SUSPENSION OF WORK ..... 81**
**43) PAYMENT ON TERMINATION ..... 81**
**44) EXTENSION OF CONTRACT TIME ..... 82**
**45) PRICE ESCALATION ..... 83**
**46) COMPLETION ..... 83**
**47) TAKING OVER ..... 83**
**48) OPERATING AND MAINTENANCE MANUALS ..... 83**

## 1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

1.1 The **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 by issuing an extension of time or an acceleration order.

1.2 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.

1.3 The **Site** is the 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 as forming part of the Site.

1.4 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

1.5 **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; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC.** In line with this, Temporary Works are works designed, constructed, and installed by the Contractor that are needed for construction or installation of the Permanent Works, which are subsequently removed.

## 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 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) Bid Data Sheet;

c) Instructions to Bidders;

d) Addenda to the Bidding Documents;

e) Special Conditions of Contract;

f) General Conditions of Contract;

g) Specifications;

h) Bill of Quantities; and

i) Drawings.

**3) Governing Language and Law**

3.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

3.2 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.

**4) Communications**

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

**5) Possession of Site**

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 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 the **SCC** Clause 1.3, 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 44.

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 and any person authorized by the Procuring Entity 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.

## 6) The 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 Contractor's 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 Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity, and complete them 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 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, as referred to 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 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 between 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 of such discoveries and carry out the Procuring Entity's instructions in dealing with them.

## 7) Subcontracting

7.1 Unless otherwise indicated in the **SCC**, the Contractor shall not subcontract portions of the Works beyond the percentage specified in **BDS** Clause 8.1. If subcontracting is allowed, the arrangement, including the timing for submission of the subcontractor's eligibility documents, shall be disclosed.

7.2 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and to projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements:

a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:

i) The subcontracted portion shall not exceed fifty percent (50%), or a different percentage on a per project basis as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and

ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the project as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and shall submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed;

ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs; and

iii) Contract performance monitoring, such as the use of CPES, among others, shall also be mandatorily applied to the work experience of the subcontractors.

**8) Advance Payment**

8.1 The Procuring Entity shall make an advance payment on the Contract Price to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price to be made in lump sum or, at the most, two installments according to a schedule specified in the **SCC**.

8.2 The advance payment shall be made only upon:

i) Written request of the contractor which shall form part of the contract document; and

ii) Submission of an irrevocable standby Letter of Credit of equivalent value from a bank as confirmed by the Procuring Entity; a bank guarantee; or a surety bond callable upon demand issued by a duly licensed surety or insurance company, at the option of the Procuring Entity.

8.3 The advance payment shall be recovered from the Contractor through deductions in amounts equivalent to the percentage of the total contract price that corresponds to the value of the advance payment granted.

8.4 Once a month, Contractors may submit documents, such as Monthly Certificates,[8] to show the progress or partial completion of a project. The Contractor may reduce its standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates, or any equivalent document subject to auditing and accounting rules, in the advance payment.

**9) Progress Payments**

9.1 Once a month, the Contractor may submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amounts which the Contractor considers itself to be entitled to up to the end of the month, to cover (i) the cumulative value of the Works it executed to date, based on the items in the Bill of Quantities, and (ii) adjustments made for approved Variation Orders executed. Alternatively, the Procuring Entity may require in the Bidding Documents that the SWA or progress billing and the corresponding request for progress payment may only be submitted upon actual completion of the Infrastructure Project or a specific portion, segment, milestone or phase thereof.

The Procuring Entity or Project Engineer shall check the Contractor's SWA and certify the amount to be paid to the Contractor as progress payment. Materials and equipment delivered onsite but not yet incorporated in the Works shall not be included for payment, except as otherwise stipulated in the **SCC**.

[8] Commission on Audit (COA) Circular 2012-001.

9.2 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the Contractor as progress payment:

a) Cumulative value of the work previously certified and paid for.

b) Portion of the advance payment to be recouped.

c) Retention money in accordance with the conditions of the contract.

d) Amount to cover third-party liabilities.

e) Amount to cover uncorrected discovered defects in the Works.

9.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity 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.

9.4 The first progress payment may be paid by the Procuring Entity to the Contractor, as indicated in the **SCC**; Provided, That at least a percentage of the Works has been accomplished as certified by the Procuring Entity and as indicated in the **SCC**.

9.5 Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

**10) Payment Documents**

10.1 Subject to existing accounting and auditing rules and regulations,[9] the Contractor shall submit to the Procuring Entity monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

10.2 The Procuring Entity shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

10.3 The value of Work executed shall:

a) be determined by the Procuring Entity;

b) comprise the value of the quantities of the items in the Bill of Quantities completed; and

c) include the valuations of approved variations.

10.4 The Procuring Entity 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.

[9] COA Circular No. 2012-001.

## 11) Retention

11.1 The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Clause 11.2. The said amount will serve to guarantee indemnity for uncorrected discovered defects and third-party liabilities arising from this Contract. This retention money shall be utilized if the contractor fails to repair the discovered defects. Should the retention money be insufficient, the PE may forfeit the performance security, which may ultimately lead to the termination of the contract.[10]

11.2 Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the Works, as determined by the Procuring Entity, are completed.

If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed, which may be decreased to 5 percent (5%) by the Procuring Entity based on justifiable causes.[11]

11.3 The total retention money shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby Letters of Credit from a bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; Provided, That the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

11.4 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

## 12) Performance Security

12.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the winning Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 30 in relation to **BDS** Clause 30.2 and 30.3.

---

[10] Supreme Court rulings (e.g. New Bian Yek Commercial, Inc. vs. Office of the Ombudsman, et. al., GR No. 169338[2009], and Tondo Medical Center vs. Rante, G.R. No. 230645 [2019] have affirmed this purpose, stating that retention money is a form of security to ensure the satisfactory completion of works and to cover any defects or third-party claims that may arise after project completion.

[11] Section 71.2.8 of the IRR.

12.2 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.

12.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance. In case the performance security issued is valid for a specific period shorter than the term of the contract, including the defects liability period, the same shall be renewed or extended as often as necessary and immediately submitted to the Procuring Entity. In case of approved contract time extensions, the Contractor shall cause the extension of the validity of the performance security to cover the said extensions.

12.4 The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance; Provided, That the Procuring Entity has no claims filed against the performance security.

12.5 The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 30 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of change orders, extra work orders and supplemental agreements, as the case may be.

12.6 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.

12.7 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 No. 3688[12] against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

**13) Detailed Engineering and Site Investigation Reports**

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

13.2 Detailed engineering shall proceed only on the basis of the feasibility or preliminary engineering study made which establishes the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws. The findings contained in the feasibility study, if undertaken for the project, shall be examined. If, in the course of this exercise, it is found that amendments would be desirable in the design standards of principal features, as proposed, specific recommendations for such changes shall be supported

[12] Also known as "An Act for the Protection of Persons Furnishing Material and Labor for the Construction Of Public Works".

by detailed justifications, including their effects on the cost, and the economic justifications, if necessary.

13.3 A schedule of detailed engineering activities shall include the following:

a) Survey;

b) Site Investigation;

c) Soils and Foundation Investigation;

d) Construction Materials Investigation;

e) Preparation of Design Plans;

f) Preparation of Technical Specifications;

g) Preparation of Quantity and Cost Estimates;

h) Preparation of Scope of Work;

i) Preparation of Proposed Construction Schedule (and estimated Cash Flow for projects with Schedule over six (6) months;

j) Preparation of Site or Right-of-Way Plans including Schedule of Acquisition;

k) Preparation of Utility Relocation Plan;

l) Preparation and Submission of Design Report;

m) Environmental Impact Statement for critical project, as defined by the Department of Environment and Natural Resources;

n) Preparation of minimum requirements for a Construction Safety and Health Program for the project being considered;

o) Value Engineering Studies; and

p) Preparation of report on asset climate hazards, risk assessment, disaster response strategies, and readiness planning.

13.4 Work under detailed architectural and engineering design shall include, among others, the items stated in Section 8.3 of the IRR.

**14) Licenses and Permits**

The Procuring Entity may, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

**15) Contractor's Risk and Warranty Security**

15.1 From the time project construction commenced up to final acceptance, the Contractor shall assume full responsibility for any damage or destruction of the works, except those occasioned by force majeure; and the safety, protection, security, and convenience of its personnel, third parties, and the public at large,

as well as the works, equipment, installation and the like to be affected by its construction work.

15.2 The defects liability period for infrastructure projects shall be one (1) year from project completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at its own expense, of any damage to the Works on account of the use of materials of inferior quality, defects in the construction, or due to any violation of the terms of the contract, within ninety (90) calendar 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.

15.3 The defects liability period shall be covered by the performance security of the Contractor required in Section 68 of the IRR, which shall guarantee that the Contractor performs its responsibilities stated in **GCC** Clause 15.1 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 may impose the appropriate penalty under Sections 99, 100, and 101 of the IRR. All payables of the GoP in its favor shall be offset to recover the costs.

15.4 The following persons shall be held responsible for "Structural Defects," i.e., major faults or flaws or 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 or 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 or 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 or Project Manager or Construction Managers and Supervisors – The project owner's representative, project manager, construction manager, and supervisor shall be held liable in cases where the Structural Defects or Failures are due to 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 - Third Parties shall be held liable in cases where Structural Defects or 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; and

e) Users - In cases where Structural Defects or Failures are due to abuse or misuse by the End-User or Implementing Unit 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.

15.5 The warranty against Structural Defects or Failures, except those occasioned by 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. On the other hand, such warranty shall likewise be applied against non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks, leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability.

15.6 To guarantee that the Contractor shall perform its responsibilities, it shall be required to post a warranty security, which shall be stated in Philippine Peso, in the form chosen by the Procuring Entity in accordance with the following schedule:

| **Form of Warranty** | **Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price** |
|---|---|
| (a) Cash or letter of credit issued by bank; Provided, however, that the letter of credit shall be confirmed or authenticated by a local bank, if issued by a foreign bank.<br><br>For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument. | Five Percent (5%) |
| (b) Bank guarantee confirmed by bank.<br><br>For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument. | Ten Percent (10%) |
| (c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission | Thirty Percent (30%) |

15.7 The warranty security shall be stated in Philippine Peso and shall remain effective within one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period. This one (1) year period shall cover both structural and non-structural defects or failures; Provided, That in cases of structural defects or failures, warranties beyond the one (1) year period shall be subject to applicable laws, rules, and regulations such as the New Civil Code of the Philippines.

15.8 In case of structural/non-structural defects or failure occurring during the applicable warranty period provided in **GCC** Clause 15.5, 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 imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

## 16) Procuring Entity's Risk

16.1 From the Start Date until the Certificate of Final Acceptance has been 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:

i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the Works; or

ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed or contracted by it, 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 country where the Works are to be executed.

## 17) Insurance

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

a) Contractor's All Risk Insurance, with an exception for Simple Infrastructure Projects, as applicable;

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.

17.2 The Contractor shall provide evidence to the Procuring Entity that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity.

17.3 The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity.

17.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance required to be obtained under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances 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.

17.5 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 9 until the Contractor complies with this Clause.

17.6 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:

i) become bankrupt;

ii) been placed under receivership or under a management committee;

iii) been sued for suspension of payment;

iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies has been cancelled; or

v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## 18) Liquidated Damages

18.1 When the Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Works for every day of delay.

18.2 In computing liquidated damages, the Procuring Entity shall determine the usability of the project. A project or a portion thereof may be deemed usable

when it starts to provide the desired benefits as certified by the End-User or Implementing Unit and approved by the HoPE.

18.3 To be entitled to liquidated damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due the Contractor under the contract, collected from the retention money or other securities posted by the Contractor, or a combination thereof, whichever is convenient to the Procuring Entity.

18.4 In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

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

**19) Settlement of Disputes**

19.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

19.2 In case of failure to settle the dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

19.3 If the dispute remains unresolved after exhausting the remedies provided above, it may be submitted to other forms of ADR, such as mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof, in accordance with RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". However, disputes that are within the competence or jurisdiction of the Construction Industry Arbitration Commission shall be referred to the same for resolution.[13]

**20) 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.

**21) Termination for Breach of Contract**

21.1 The Procuring Entity shall terminate the contract for breach thereof when any of the following conditions are present:

[13] Executive Order No. 1008 (Construction Industry Arbitration Law); and Construction Industry Arbitration Commission Revised Rules of Procedure.

a) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree No. 1870, s. 1983;

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 work;

c) The Contractor abandons the contract works, plainly demonstrates an intention not to continue the performance of the Contractor's obligations under the contract, refuses or fails to comply with the Procuring Entity's instructions, or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

d) When the Contractor, without reasonable excuse, fails to comply with the Notice of Rejection given by the Project Engineer that, after examination therein, the Infrastructure Project is found to be defective or otherwise not in accordance with the Contract, or a Project Engineer's instruction to conduct remedial work, within 30 days after receiving the said notice;

e) The Contractor does not actually have on the project site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved work plan and equipment deployment schedule as required for the project;

f) The Contractor does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;

g) The Contractor neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable;

h) The Contractor subcontracts any part of the contract works without approval by the Procuring Entity; or

i) The Contractor becomes bankrupt or insolvent; goes into liquidation, administration, reorganization, winding-up, or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager, or trustee; enters into a composition or arrangement with the Contractor's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable laws.

21.2 All materials on the Site, Plant, Works, including Equipment paid under this Contract, including those identified by the Procuring Entity in the **SCC** pursuant to GCC Clause 9.1, shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's breach.

## 22) Termination Due to Force Majeure

22.1 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 could not have been foreseen, or 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.

22.2 If this Contract is discontinued by an outbreak of war or by any other similar event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving the certificate and shall be paid for all Works carried out before receiving it and for any Work carried out afterwards to which a commitment was made by the Procuring Entity.

22.3 If the event continues for a period of eighty-four (84) days, either party may then give notice of termination, which shall take effect twenty-eight (28) days after the giving of the notice.

22.4 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, in relation to GCC Clause 9.1 and 21.2, adjusted by the following:

(a) any sum to which the Contractor is entitled under **GCC** Clause 30; and

(b) any sum to which the Procuring Entity is entitled.

22.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

**23) Termination by Contractor**

The Contractor may terminate this Contract with the Procuring Entity if the Works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

a) 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;

b) Substantial failure of the Procuring Entity to perform its obligations under the contract, and such failure constitutes a material breach of the Procuring Entity's obligations under the contract;

c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Infrastructure Project; or

d) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

**24) Termination for Convenience**

The Procuring Entity, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or

b) The HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

**25) Termination for Unlawful Acts**

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor, including any joint venture partner therein, has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. These unlawful acts include, but are not limited to, the following:

a) Corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1, 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 trade; or

d) Any other act analogous to the foregoing.

**26) Termination for Other Causes**

26.1 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 physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE; or if the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

26.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

26.3 Other breaches of Contract shall include, but shall not be limited to, the following:

a) 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;

b) The Procuring Entity instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;

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

d) The Procuring Entity 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;

e) The Contractor does not maintain a Security, which is required; and

f) 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** 18.

26.4 The Funding Source or the Procuring Entity, as appropriate, will seek the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable against individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

26.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 26.3, the Procuring Entity shall decide whether the breach is fundamental or not.

26.6 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.

**27) Procedures for Termination of Contracts**

27.1 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 End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached;

**b)** **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the Contractor conveying the termination of the contract. The notice shall state:

(i) that the Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Contractor to show cause as to why this contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

The Notice to Terminate 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 stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

**d)** **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Contractor's verified position paper, withdraw the Notice to Terminate 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)** **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Contractor of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

**f)** **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist him in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE

**g)** **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35.3 of the IRR.

**h)** **Notice by Contractor** - The Contractor must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

27.2 Notwithstanding Section 99 of RA No. 12009 and 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, as stated in the **SCC.**

**28) Approval of Drawings and Temporary Works by the Procuring Entity**

28.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity before its use.

28.2 The Contractor shall be responsible for design of Temporary Works.

28.3 The Procuring Entity's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

28.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

## 29) Acceleration and Delays Ordered by the Procuring Entity

29.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

29.2 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.

## 30) Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clauses 22, 23 and 24 in relation to **GCC** Clause 20, 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.

## 31) Dayworks

31.1 Subject to **GCC** Clause 40 on Variation Order, and if applicable as indicated in the **SCC**, the Contractor shall determine the Dayworks rates to be included or indicated in the Bid. The Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity has given written instructions in advance for additional work to be paid for in that way.

31.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity within two (2) days of the work being done.

31.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms from both the Procuring Entity and Contractor.

## 32) Early Warning

32.1 The Contractor shall warn the Procuring Entity 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.

32.2 The Contractor shall cooperate with the Procuring Entity 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. Should such events or circumstances arise which increase the Contract price or delay the execution of Works, the provisions on variation order shall apply.

## 33) Program of Work

33.1 Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

33.2 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.

33.3 The Contractor shall submit to the Procuring Entity 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 may withhold the amount stated in the **SCC** from the next payment schedule and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

33.4 The Procuring Entity's approval of the Program of Work shall not alter the Contractor's obligations. A revised Program of Work produced by the Contactor shall show the effect of any approved Variations, and shall include all Variations. The Contractor may revise the Program of Work, based on the Variation Order, and submit it to the Procuring Entity again.

33.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity 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.

## 34) Management Conferences

34.1 Either the Procuring Entity 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.

34.2 The Procuring Entity shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for the actions to be taken shall be decided by the Procuring Entity either at the Management Conference or after the Management Conference. The Procuring Entity shall communicate these responsibilities in writing to all who attended the Conference.

## 35) Bill of Quantities

35.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, commissioning of work, materials, and labor among others, to be done by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

35.3 If the final quantity of any work item completed differs from the quantity indicated in the Bill of Quantities, and the difference does not exceed twenty-five percent (25%) of the original quantity for that item, the Procuring Entity shall adjust the Contract accordingly.

This shall be allowed only if the total amount of all such changes does not go beyond ten percent (10%) of the total Contract price, subject to applicable laws, rules, and regulations.

35.4 If requested by the Procuring Entity, the Contractor shall provide the Procuring Entity with a detailed cost breakdown of any rate in the Bill of Quantities.

## 36) Instructions, Inspections and Audits

36.1 The Procuring Entity 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.

36.2 If the Procuring Entity instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. In the absence of any defect, the test shall be a compensation event with no adverse consequences to the contractor.

36.3 The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

## 37) Identifying Defects

The Procuring Entity 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 may instruct the Contractor to check noted defects and test any work that the Procuring Entity considers as substandard and/or defective.

## 38) Correction of Defects

38.1 The Procuring Entity shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is one (1) year from project completion up to final acceptance by the Procuring Entity.

38.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair.

38.3 The Contractor shall correct the defects which they notice themselves before the end of the Defects Liability Period.

38.4 The Procuring Entity shall certify that all defects have been duly corrected.

## 39) Uncorrected Defects

39.1 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 does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

39.2 The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

## 40) Variation Orders

40.1 Variation Orders may be issued by the Procuring Entity to cover any increase or decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the "as staked plans" or construction drawings prepared after a joint survey by the Contractor and the Government after award of the contract.

Provided, That in case of positive or additive Variation Order/s, the cumulative amount thereof shall not exceed ten percent (10%) of the original contract price; Provided, further, That the scope of works shall not be reduced as to accommodate a positive Variation Order. In all cases, the addition of works under Variation Orders should be within the general scope of the project as bid and awarded.

40.2 Any cumulative positive Variation Order beyond ten percent (10%) of the original contract price shall be the subject of another procurement project to be bid out if the Works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE, upon the recommendation of the End-User or Implementing Unit, may authorize positive Variation Order/s resulting to a cumulative value of the positive Variation Orders beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity.

40.3 A Variation Order may either be in the form of a Change Order or Extra Work Order:

a) A Change Order may be issued by the HoPE or duly authorized representative to cover any increase or decrease in quantities of original work items in the contract.

b) An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which was not included as items of work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work or character provided for in the contract.

40.4 For Variation Orders, the Contractor shall be paid for additional work items whose unit prices shall be derived based on the following:

a) For additional or extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items original contract shall be used.

b) For additional or extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices; Provided, The same is acceptable to both the Government and the Contractor; Provided further, That the direct unit costs of new components shall be based on the Contractor's estimate as validated by the Procuring Entity concerned via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the Contractor in its bid to determine the unit price of the new work item.

40.5 Under no circumstances shall a Contractor proceed to commence work under any Change Order or Extra Work Order unless it has been approved by the HoPE or its duly authorized representative. However, under any of the following conditions, the Procuring Entity's representative or Project Engineer may, subject to the availability of funds and within the limits of its delegated authority, allow the immediate start of work under any Change Order or Extra Work Order:

a) In the event of an emergency where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or

b) When time is of the essence;

Provided, however, That such approval is valid on work done up to the point where the cumulative increase in value of work on the project which has not yet been duly fully approved does not exceed five percent (5%) of the adjusted original contract price.

Provided, further, That immediately after the start of work, the corresponding Change Order or Extra Work Order shall be prepared and submitted for approval in accordance with the abovementioned rules. Payments for Works satisfactorily accomplished on any Change Order or Extra Work Order may be made only after approval of the same by the HoPE or its duly authorized representative.

Provided, finally, That for a Change Order or Extra Work Order involving a cumulative amount exceeding five percent (5%) of the original contract price, no work thereon may be commenced unless said Change Order or Extra Work Order has been approved by the HoPE or its duly authorized representative.

**41) Contract Completion**

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

## 42) Suspension of Work

42.1 The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous event or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

42.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects or activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer, regional director, consultant or equivalent official, as the case may be, due to the following:

a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.

b) Requisite construction plans which must be owner furnished are not issued to the Contractor precluding any work called for by such plans.

c) Peace and order conditions that make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police station which has responsibility over the affected area and confirmed by the Department of the Interior and Local Government (DILG) Regional Director.

d) There was a 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 by the Procuring Entity's authorized representative that the documents are complete, unless there are justifiable reasons for the delay in payment which shall be communicated in writing to the Contractor.

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

## 43) Payment on Termination

43.1 If the Contract is terminated because of a breach of Contract by the Contractor, the Procuring Entity shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate, and less the percentage to apply to the value of the work not completed, as indicated in the **SCC**. Additional liquidated damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment

due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

43.2 If the Contract is terminated for the Procuring Entity's convenience, or due to a breach of Contract by the Procuring Entity, the Procuring Entity shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

43.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.

43.4 If the Contractor has terminated the Contract under **GCC** Clauses 23 to 24, the Procuring Entity shall promptly return the Performance Security to the Contractor.

**44) Extension of Contract Time**

44.1 Should the amount of additional work or other special circumstances warrant the entitlement of the Contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; Provided, That the Contractor has notified the Procuring Entity of its claim for extension of contract time prior to the expiration of the contract time, and within thirty (30) calendar days after the additional work has been commenced or the circumstances leading to such claim have arisen, as the case may be, in order to give the Procuring Entity the opportunity to investigate the claim. Failure to provide such notice shall constitute a waiver of such a claim by the Contractor. 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.

44.2 No extension of contract time shall be granted to the Contractor due to ordinary unfavorable weather conditions and inexcusable negligence of the Contractor to provide the required equipment, supplies, or materials.

44.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT, CPM, Precedence Diagram Method or any other project management tool.

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

44.5 Extension of contract time may be granted in the cases indicated in the **SCC.**

44.6 The written consent of the bank, or surety or insurance company, as the case may be, 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.

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

44.8 The Procuring Entity shall decide whether and by how much to extend the Intended Completion Date within twenty (20) days of the Contractor asking the Procuring Entity for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**45) Price Escalation**

In the event of an extraordinary increase in prices of specific components of the Infrastructure Project, price escalation may be considered, subject to prior approval of the GPPB. If the cost of construction components increases by more than ten percent (10%) of the unit price of work items, as determined against the prevailing price indices of the PSA, a price escalation may be authorized at a no-loss, no-gain basis, using the appropriate formula prescribed by the GPPB. For the purpose of this Section, the PSA shall ensure that its price indices are region-specific and updated on a monthly basis

**46) Completion**

The Contractor shall request the Procuring Entity to issue a Certificate of Completion of the Works, and the Procuring Entity will do so upon determining that the work is completed.

**47) Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date of issuance of a Certificate of Completion; Provided, That it shall not release the Contractor of its responsibilities within the defects liability period.

**48) Operating and Maintenance Manuals**

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

48.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s approval, the Procuring Entity shall withhold the amount stated in the **SCC** from payments due to the Contractor.

# *Section V. Special Conditions of Contract*

**Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.

b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

# Special Conditions of Contract

<table>
<tr><td>GCC Clause</td><td></td></tr>
<tr><td>1.1</td><td>The Intended Completion Date is One Hundred Eighty (180) Calendar days after receipt of NTP<br><br>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</td></tr>
<tr><td>1.2</td><td>The Procuring Entity is Philippine Center for Postharvest Development and Mechanization (PHilMech), CLSU Compound, Science City of Muñoz, Nueva Ecija.</td></tr>
<tr><td>1.3</td><td>The Sites are located at the following and is defined in drawings No. Drawing Number: _____<br><br>For list of beneficiaries, please refer to Annex A</td></tr>
<tr><td>1.4</td><td>The Start Date is [Insert date].<br><br>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</td></tr>
<tr><td>1.5</td><td>The Works consist of the DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE.</td></tr>
<tr><td>2.2</td><td>If different dates are specified for completion of the Works by section (“sectional completion”), these dates should be listed here</td></tr>
<tr><td>5.1</td><td>The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed</td></tr>
<tr><td>6.5</td><td>The Contractor shall employ the following Key Personnel:<br><br>[List key personnel by name and designation]
<table>
<tr><td>KEY PERSONNEL</td><td>REQ. NO.</td><td>MINIMUM TOTAL WORK EXPERIENCE (YEARS)</td><td>MINIMUM TOTAL SIMILAR WORK EXPERIENCE (YEARS)</td><td>TYPE OF EXPERIENCE</td></tr>
<tr><td colspan="5">A. DESIGN PHASE</td></tr>
<tr><td>Design Professionals but not limited to:<br><br>g. Architect<br><br>h. Civil Engineer<br><br>i. Electrical Engineer</td><td>1</td><td>1</td><td>1</td><td>No prior general experience is required, as long as the designated key personnel possess the necessary</td></tr>
</table>
</td></tr>
</table>

| | | | | | |
|---|---|---|---|---|---|
| | j. Master Plumber<br>k. Draftsperson<br>l. Other design key personnel | | | | qualifications, skills, and competencies to effectively deliver the required outputs and fulfill the project's objectives. |
| | B. CONSTRUCTION PHASE | | | | |
| | Project Manager | 1 | 3 | 3 | Key personnel with construction experience as Project Manager |
| | Project Architect/ Engineer | 1 | 3 | 3 | A licensed Architect/ Civil Engineer with construction experience as Project Architect/ Engineer |
| | Registered Electrical Engineer | 1 | 3 | 3 | A licensed Electrical Engineer with construction experience in the supervision/installation of electrical systems |

<table>
<tr><td></td><td>
<table>
<tr><td>Safety Officer/ Engineer</td><td>1</td><td colspan="3">DOLE Accredited Safety Officer III (with at least two years of experience in Occupational Safety and Health</td></tr>
<tr><td>Construction Foreman</td><td>1</td><td>3</td><td>3</td><td>With experience as Foreman of at least 3 years for engineering projects or similar projects.</td></tr>
</table>
</td></tr>
<tr><td>7.1</td><td>No further instructions.</td></tr>
<tr><td>8.1</td><td>

***ADVANCE PAYMENT***

An initial payment equivalent to **seven and one-half percent (7.5%)** of the total Contract Price may be released to the Contractor for mobilization purposes, subject to the submission of all required supporting documents and compliance with applicable procurement laws, rules, and regulations.

A second payment equivalent to **seven and one-half percent (7.5%)** of the total Contract Price may be released only upon satisfactory completion and verification by PHilMech of the required preliminary works, including, but not limited to, the posting and installation of project billboards and signages, delivery of initial construction materials, construction and establishment of temporary facilities (TEMPFACIL), deployment of manpower, and other necessary preliminary activities required for the proper commencement of the Project. Such payment shall likewise be subject to the submission of all required supporting documents and compliance with applicable procurement laws, rules, and regulations.

***PROGRESS PAYMENT***

***The Contractor may request progress billing per site based on actual work accomplished, subject to inspection and validation by PHilMech Technical Property Inspectors. Progress payments may be requested at 20%, 40%, and 75% accomplishment levels.*** *The Contractor may submit requests for Progress Payment based only on the actual percentage of* ***work properly installed and completed at the warehouse proper****, as verified through inspection, measurement, validation, and certification by PHilMech. Materials merely delivered to the project site, stockpiled, or fabricated off-site shall not be considered as accomplished work for purposes of Progress Payment unless such materials have been properly installed and incorporated into the permanent works.*

</td></tr>
</table>

| | |
|---|---|
| | ***FINAL PAYMENT***<br><br>***The remaining balance to complete 100% payment per site shall be released upon issuance of the Certificate of Completion and Acceptance by PHilMech and submission of all required documents. All payments are subject to applicable taxes.***<br><br>***Contractors may request for payment for work accomplished for all or various completed sites, whether for progress or final payment at once.***<br><br>***When the contractor fails to satisfactorily deliver goods within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.*** |
| 9.1 | Materials and equipment delivered onsite but not yet incorporated in the Works shall not be included for payment. |
| 9.4 | The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.<br><br>The first progress payment may be paid by the Procuring Entity to the Contractor; Provided, That at least ***20%*** of the Works has been accomplished as certified by the Procuring Entity. |
| 12.7 | No further instructions. |
| 13.1 | The site investigation reports are:<br>***Site inspection and survey.*** |
| 15.3 | No further instructions. |
| 15.5 | *In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:* Fifteen (15) years. |
| 19.2 | The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: **Head of the Procuring Entity**<br><br>*PHilMech,CLSU Compund, Science City of Muñoz, Nueva Ecija* |

| | |
|---|---|
| 20 | *State here "*No additional provision*." or, if the Contractor is a joint venture, "*All partners to the joint venture shall be jointly and severally liable to the Procuring Entity." |
| 25(a) | No further instructions. |
| 27.2 | a) Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");<br><br>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:<br><br>i) Employment of competent technical personnel, competent engineers and/or work supervisors;<br><br>ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;<br><br>iii) 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;<br><br>iv) Deployment of committed equipment, facilities, support staff and manpower; and<br><br>v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.<br><br>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.<br><br>d) Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the 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:<br><br>i) Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and<br><br>ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence. |

| | |
|---|---|
| | e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause.<br><br>In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.] |
| 31.1 | No dayworks are applicable to the contract. |
| 33.1 | The Contractor shall submit the Program of Work to the Procuring Entity within *[**7-Seven**]* days of delivery from the Notice of Award. |
| 33.3 | The period between Program of Work updates is ***30*** days.<br><br>The amount to be withheld for late submission of an updated Program of Work is [**0.001% of the outstanding contract amount per day**]. |
| 36.3 | The Funding Source is the *Government of the Philippines.* |
| 43.1 | The percentage to apply to the value of the work not completed is **[0.001% of the outstanding contract amount per day].** |
| 44.5 | *[insert cases when extension of contract time may be granted which may include the enumeration below]*<br><br>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, and/or<br><br>b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics,<br><br>c) delays attributable to the Procuring Entity, such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and<br><br>d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. |
| 48.1 | The date by which operating and maintenance manuals are required is ***[1 week before final implementation]*.**<br><br>The date by which "as built" drawings are required is ***[15 days after project completion]*.** |

| | |
|---|---|
| 48.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is ***[equivalent to final collection/billing and or 10% of the final Contract cost whichever is higher].*** |

# *Section VI. Specifications*

**Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of Competitive Bidding, Limited Source Bidding, or Competitive Dialogue, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBD.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the SCC:

**Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's consent. In the event the Procuring Entity determines that such proposed deviations do not ensure

substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Republic of the Philippines
*Department of Agriculture*
**Philippine Center for Postharvest Development and Mechanization**
Science City of Muñoz, Nueva Ecija, Philippines
www.philmech.gov.ph

**TECHNICAL SPECIFICATIONS**

**PROJECT TITLE:** DESIGN AND BUILD OF DRYING SYSTEM II WAREHOUSE

**PROJECT ID NO.:**

**PROJECT LOCATION:**

# Technical Specifications

## 1. GENERAL

### 1.1 General Requirements

1.1.1. The Contractor shall furnish all labor, materials, equipment, tools, plant, transportation, supervision, and all other resources necessary for the complete execution of the Project in accordance with the approved Plans, Technical Specifications, Bill of Quantities (BOQ), Contract Documents, and all applicable laws, codes, rules, and regulations. All works shall be completed in a workmanlike manner and shall be ready for its intended use upon final acceptance by PHilMech.

### 1.2 Site Inspection

1.2.1. Before submitting a bid proposal, the Contractor shall conduct a thorough inspection and examination of the Project Site to verify the existing conditions that may affect the execution of the Works. Submission of a bid shall constitute conclusive evidence that the Contractor has examined the Site, become familiar with all local conditions, and has taken such conditions into account in preparing the bid. No claim for additional compensation or extension of time arising from conditions that could reasonably have been identified during the site inspection shall be entertained.

### 1.3 Coordination and Supervision

1.3.1. The Contractor shall coordinate all construction activities with PHilMech, the End-User, concerned Local Government Units (LGUs), utility service providers, and other stakeholders to ensure the orderly and timely implementation of the Project.

1.3.2. The Contractor shall assign a duly licensed Civil Engineer or Architect, registered with the Professional Regulation Commission (PRC), who shall have full authority and responsibility for the supervision and management of the Project throughout the duration of the Contract.

### 1.4 Changes in the Work

1.4.1. No alteration, modification, addition, omission, or deviation from the approved Plans, Specifications, Scope of Work, or Contract shall be undertaken without the prior

written approval of PHilMech. Any work performed without such approval shall be deemed unauthorized and shall not be entitled to additional payment or contract time extension.

**1.5 Documentation of Existing Site Conditions**

1.5.1. Prior to the commencement of construction activities, the Contractor shall conduct a comprehensive documentation of the Project Site, including existing structures, utilities, pavements, vegetation, drainage facilities, and other improvements that may be affected by the Works.

1.5.2. The documentation shall consist of geo-tagged photos, videos, and/or written records, which shall be submitted to PHilMech before mobilization.

1.5.3. Any damage to existing properties or facilities resulting from the Contractor's operations shall be repaired or restored by the Contractor, at its own expense, to the satisfaction of PHilMech and the affected property owner.

**1.6 As-Built Drawings**

1.6.1 Upon completion of the Project, the Contractor shall prepare and submit complete As-Built Drawings reflecting all actual field conditions and completed works.

1.6.2 The As-Built Drawings shall include, but not be limited to:
- Civil Works
- Architectural Works
- Structural Works
- Electrical Works
- Plumbing and Sanitary Works
- Other applicable building services

1.6.3. The Contractor shall submit:
- One (1) original reproducible tracing (A3)
- Three (3) sets of plans and drawings
- One (1) electronic copy in AutoCAD (.dwg) format
- One (1) PDF copy of all drawings

1.6.4. All drawings shall be signed by the appropriate licensed design professional and submitted as part of the requirements for Final Acceptance.

**1.7 Housekeeping**

1.7.1 The Contractor shall maintain all project sites in a clean, safe, and orderly condition throughout the construction period.

1.7.2. Construction debris, waste materials, surplus materials, and rubbish shall be removed from the Site regularly and at least once every week, or more frequently as directed by PHilMech.

1.7.3. Upon completion of the Project, the Contractor shall remove all temporary facilities, unused materials, equipment, and waste from the Site and restore all disturbed areas to their original or approved condition to the satisfaction of PHilMech and the End-User.

### 1.8 Applicable Codes, Standards, and References

1.8.1. Unless otherwise specified, all materials, workmanship, testing, and construction procedures shall conform to the latest editions of the following, as applicable:

- National Building Code of the Philippines (PD 1096) and its Implementing Rules and Regulations
- National Structural Code of the Philippines (NSCP)
- Philippine Electrical Code (PEC)
- National Plumbing Code of the Philippines
- Fire Code of the Philippines (RA 9514)
- Occupational Safety and Health Standards (DOLE), RA 11058
- DPWH Standard Specifications for Highways, Bridges and Airports (Blue Book), where applicable
- Applicable ASTM, ACI, AISC, AWS, and ISO Standards
- Government Procurement Reform Act (RA12009) or
- Agricultural and Fisheries Mechanization (AFMech) Law, RA 10601
- Philippine Agricultural and Biosystems Engineering Standards (PABES), RA 10915

1.8.2. Where conflicts exist between the Plans, Specifications, and applicable codes, the more stringent requirement shall govern, subject to the approval of PHilMech.

### 1.9 Interpretation of Contract Documents

1.9.1. The Contract Documents, including the Drawings, Technical Specifications, Bill of Quantities, and other Contract Documents, shall be considered complementary to one another. Any work or material that is reasonably inferred as necessary for the proper completion and operation of the Project shall be deemed included in the Contract, even if not specifically indicated in every document.

1.9.2. Any discrepancy, inconsistency, ambiguity, or conflict among the Contract Documents shall immediately be referred to PHilMech for clarification before the affected work proceeds.

## 2. SCOPE OF WORK

The Scope of Work shall include the complete construction, installation, testing, commissioning, and turnover of the Project in accordance with the approved Plans, Technical Specifications, Bill of Quantities (BOQ), and other Contract Documents. The Contractor shall provide all labor, materials, equipment, tools, supervision, transportation, temporary facilities, testing services, permits, and incidentals necessary to complete the Project.

### 2.1 MOBILIZATION AND DEMOBILIZATION

#### 2.1.1 Mobilization

2.1.1.1. The Contractor shall mobilize all personnel, construction equipment, temporary facilities, tools, materials, and other resources necessary for the execution of the Project.

2.1.1.2. Mobilization shall include, but shall not be limited to:

- Delivery of construction equipment and materials;

- Establishment of temporary field offices, storage areas, and laydown yards, where applicable;
- Installation of temporary utilities, including water and power supply, as necessary;
- Installation of project signboards, safety signages, barricades, warning devices, and protective facilities;
- Submission of required permits, licenses, work schedules, manpower schedules, and construction methodologies;
- Preparation of site logistics and traffic management plan, where applicable.

2.1.1.3. The Contractor shall ensure that all mobilization activities comply with applicable laws, environmental regulations, occupational safety standards, and the approved construction schedule.

**2.1.2 Demobilization**

2.1.2.1. Upon completion of the Project, the Contractor shall remove all temporary structures, equipment, construction debris, surplus materials, and other facilities from the Project Site.

2.1.2.2. The Contractor shall restore all affected areas to their original or approved condition and leave the Site clean, safe, and ready for occupancy or use by the End-User.

**2.2 SAFETY AND HEALTH**

2.2.1. The Contractor shall establish, implement, and maintain a comprehensive Occupational Safety and Health (OSH) Program throughout the duration of the Project in accordance with Republic Act No. 11058, Department of Labor and Employment (DOLE) Department Order No. 198, Series of 2018, and other applicable laws and regulations.

2.2.2. The Contractor shall be solely responsible for the safety, health, and welfare of all personnel engaged in the Project.

2.2.3. The Contractor shall:
- Provide adequate Personal Protective Equipment (PPE) to all workers;
- Assign a qualified Safety Officer as required by DOLE regulations;
- Conduct regular toolbox meetings and safety orientations;
- Install safety signages, barricades, warning devices, and emergency contact information;
- Maintain first aid kits, emergency response equipment, and fire extinguishers at the Project Site;
- Ensure proper housekeeping throughout construction.

2.2.4. Unsafe work practices or conditions shall be immediately corrected. PHilMech reserves the right to suspend any portion of the work until unsafe conditions have been satisfactorily corrected.

**2.3 EARTHWORKS**

2.3.1. Earthworks shall include clearing, grubbing, stripping of topsoil, excavation, backfilling, filling, grading, compaction, disposal of unsuitable materials, and all other activities necessary to prepare the Site for construction.

2.3.2. The Contractor shall:

- Remove trees, vegetation, roots, debris, and unsuitable materials within the work area;
- Excavate to the lines, grades, elevations, and dimensions shown on the Drawings;
- Protect adjacent structures, utilities, and existing improvements during excavation;
- Properly dispose of excess excavated materials in approved disposal areas;
- Backfill only after inspection and approval by PHilMech;
- Compact all fills using approved equipment until the required density specified in the Plans or applicable standards has been achieved.

2.3.3. Excavations shall be protected against collapse, flooding, and erosion. Necessary shoring, bracing, dewatering, and slope protection shall be provided by the Contractor at no additional cost to PHilMech.

**2.4 REINFORCING STEEL WORKS**

2.4.1. The Contractor shall furnish, fabricate, bend, cut, place, support, and secure all reinforcing steel bars in accordance with the Structural Drawings and applicable standards.

2.4.2. All reinforcing steel shall:

- Be new and free from rust, oil, paint, mud, and other damaging materials;
- Conform to Philippine National Standards, PNS 49:2026, Grade 40 or Grade 60, or equivalent approved standards;
- Be accurately placed and securely tied using No. 16 G.I. tie wire;
- Maintain the specified concrete cover using approved concrete spacers or chairs.

2.4.3. No reinforcing steel shall be covered with concrete until inspected and approved by PHilMech.

**2.5 STRUCTURAL CONCRETE WORKS**

2.5.1. The Contractor shall design, produce, transport, place, compact, cure, and protect all structural concrete required for the Project.

2.5.2. Concrete shall comply with the specified design strength indicated in the Plans.

2.5.3. The Contractor shall:

- Submit and conduct concrete trial mix designs for approval prior to construction;
- Use clean aggregates, potable water, and approved cement;
- Place concrete only after forms and reinforcing steel have been inspected and approved;
- Consolidate concrete using mechanical vibrators;
- Protect freshly placed concrete against excessive heat, rain, vibration, and other adverse conditions;
- Cure concrete for the required duration using approved curing methods.

2.5.4. Concrete that exhibits honeycombing, segregation, excessive cracking, insufficient strength, or other defects may be rejected and shall be repaired or replaced at the Contractor's expense.

**2.6 STRUCTURAL STEEL WORKS**

2.6.1. The Contractor shall furnish, fabricate, deliver, erect, weld, bolt, paint, and complete all structural steel works shown on the Drawings.

2.6.2. All structural steel shall:

- Be free from cracks, laminations, excessive rust, scale, or other defects;
- Conform to the dimensions and specifications shown on the approved Drawings;
- Be fabricated by qualified personnel using approved procedures.

2.6.3. All welding shall comply with the latest edition of the American Welding Society (AWS) Structural Welding Code.

2.6.4. During erection, temporary bracing shall be provided until the structural system becomes self-supporting.

2.6.5. After fabrication, steel members shall receive surface preparation and protective painting in accordance with the approved paint system.

2.6.6. Defective members shall be repaired or replaced at the Contractor's expense.

**2.7 ROOFING WORKS**

2.7.1. The Contractor shall furnish and install the complete roofing system, including roofing sheets, purlins, flashings, gutters, ridge rolls, fasteners, sealants, and all accessories necessary for a complete and watertight installation.

2.7.2. Installation shall:

- Follow the manufacturer's written recommendations;
- Be carried out only under suitable weather conditions;
- Ensure proper alignment, fastening, overlap, and sealing;
- Prevent leakage and water infiltration.

2.7.3. All damaged roofing materials shall be replaced prior to project acceptance.

**2.8 ELECTRICAL WORKS**

2.8.1. The Contractor shall furnish all labor, materials, equipment, tools, testing instruments, and supervision necessary for the complete installation, testing, commissioning, and turnover of the electrical system.

2.8.2. The work shall include, but shall not be limited to:

- Conduits;
- Conductors and cables;
- Panel boards;
- Circuit breakers;
- Lighting fixtures;
- Convenience outlets;
- Grounding system;

- Disconnect switches;
- Protective devices;
- Other electrical accessories shown on the Drawings.

2.8.3. All electrical works shall conform to the latest edition of the Philippine Electrical Code (PEC), utility company requirements, local electric cooperative and other applicable standards.

2.8.4. Prior to final acceptance, the Contractor shall perform and submit results of testing, insulation resistance testing, continuity testing, grounding tests, operational testing as conformed by a PHilMech Electrical Engineer.

**2.9 PLUMBING WORKS**

2.9.1. The Contractor shall furnish all labor, materials, equipment, tools, testing instruments, and supervision necessary for the complete installation, testing, commissioning, and turnover of the plumbing system.

2.9.2. The work shall include, but shall not be limited to:

1. **Water supply system;**
   - Water supply piping;
   - Valves and fittings;
   - Water meters, where required;
   - Pressure regulating devices, where required;
   - Pipe supports and hangers;
   - Isolation valves;
   - Hose bibbs;
   - Connections to fixtures and equipment; and
   - Other necessary accessories.

2. **Sanitary drainage system;**
   - Soil and waste piping;
   - Drainage piping;
   - Vent piping;
   - Floor drains;
   - Traps;
   - Cleanouts;
   - Inspection chambers/manholes, where required;
   - Pipe supports and hangers; and
   - Connections to the designated sewer, septic tank, wastewater treatment system, or other approved discharge point.

2.9.3. All plumbing works shall conform to the latest edition of the National Plumbing Code of the Philippines (NPCP), utility company requirements, local plumbing cooperative and other applicable standards.

2.9.4. Prior to final acceptance, the Contractor shall perform and submit results of testing, Leakage testing, Flushing and cleaning, Functional testing of fixtures and drains as conformed by PHilMech.

**2.10 SITE CLEANING AND PREPARATION FOR FINAL INSPECTION**

2.10.1. Upon completion of all construction activities, the Contractor shall thoroughly clean the Project Site and remove all temporary facilities, construction debris, waste materials, unused equipment, and surplus materials.

2.10.2. The Contractor shall:

- Restore all disturbed areas;
- Clean all building surfaces;
- Remove stains, excess concrete, paint splatters, and construction markings;
- Ensure all systems are fully operational;
- Correct all punch-list items identified during inspections.

2.10.3. The Project shall be considered ready for Final Inspection by the TPI only after the End-user determines that all works have been satisfactorily completed in accordance with the Contract Documents.

## 3. INSPECTION, QUALITY ASSURANCE, AND TESTING

### 3.1 General

3.1.1. PHilMech, through its authorized representatives, thru the Interim Technical Inspection Division, and/or selected FMFOD Site Engineers, shall have the right to inspect, monitor, and evaluate the Project at any stage of construction to verify compliance with the approved Plans, Technical Specifications, Contract Documents, and applicable laws, codes, and standards.

3.1.2. The Contractor shall provide PHilMech with full and unrestricted access to the Project Site, fabrication areas, storage facilities, and all locations where materials or equipment intended for incorporation into the Project are manufactured, fabricated, stored, or assembled.

### 3.2 Contractor's Responsibility

3.2.1. Inspection by PHilMech shall not relieve the Contractor of its sole responsibility for the quality of materials, workmanship, safety, compliance with the Contract, or the satisfactory completion of the Project.

3.2.2. The Contractor shall remain fully responsible for correcting any defects, deficiencies, or non-conforming work identified during inspections, whether such defects are discovered before, during, or after Project completion.

### 3.3 Inspection Requests

3.3.1. The Contractor shall notify PHilMech in writing of any work requiring inspection at least **seven (7) working days** before the scheduled inspection.

3.3.2. No work shall proceed to the next phase until the completed work has been inspected and accepted by PHilMech when such inspection is required.

3.3.3. Failure to request the required inspection shall be grounds for requiring the Contractor to uncover, expose, dismantle, or remove completed work for inspection at its own expense.

### 3.4 Material Inspection

3.4.1. All construction materials shall be subject to inspection and approval by PHilMech before mass production or procurement, and installation.

3.4.2. The Contractor shall submit, whenever required:

- Manufacturer's Certificates
- Mill Certificates
- Crushing Test for Aggregates
- Laboratory tests for Cement
- Certificates of Conformance
- Product Data Sheets
- Material Test Reports
- Delivery Receipts
- Other documents required by PHilMech

3.4.3. PHilMech reserves the right to reject any material that does not comply with the approved specifications, exhibits defect or damage, or is otherwise unsuitable for the intended application.

3.4.4. Rejected materials shall be immediately removed from the Project Site and replaced by the Contractor at no additional cost to PHilMech.

**3.4.5 Rescheduling of Construction Activities**

3.4.5.1. In the event that materials are disapproved or rejected during inspection, or where material approval is delayed due to the Contractor's failure to submit complete and compliant requirements, the Contractor shall immediately revise and implement the necessary adjustments to the Construction Schedule to minimize disruption to the Project.

3.4.5.2. Any costs, expenses, or consequences arising from the rescheduling of construction activities, including but not limited to additional mobilization, demobilization, manpower, equipment utilization, supervision, logistics, and administrative expenses resulting from the Contractor's failure to provide compliant materials or timely secure material approval, shall be borne solely by the Contractor and shall not be chargeable to PHilMech.

3.4.5.3. Such rescheduling shall not constitute a valid ground for any claim for additional compensation, variation order, extension of contract time, or any other contractual relief, unless otherwise approved by PHilMech in accordance with the Contract and applicable procurement laws and regulations.

**3.5 Quality Assurance and Testing**

3.5.1. The Contractor shall establish and implement a Quality Assurance and Quality Control (QA/QC) Program thru the Technical Property Inspection (TPI) Unit to ensure that all works comply with the approved Plans, Technical Specifications, and applicable engineering standards.

3.5.2. When required by the Contract or directed by PHilMech, the Contractor shall conduct or cause the conduct of tests, including but not limited to:

- Concrete compressive strength tests
- Reinforcing steel verification
- Welding inspections
- Coating and paint thickness inspections
- Electrical continuity and insulation resistance tests

- Grounding resistance tests
- Compaction tests for earthworks
- Other laboratory and field tests necessary to verify compliance

3.5.3. All testing shall be performed by an accredited testing laboratory. Copies of all test results shall be submitted to PHilMech for review and acceptance.

**3.6 Non-Conforming Work**

3.6.1. Any work that does not conform to the approved Plans, Technical Specifications, Contract Documents, or applicable standards shall be considered non-conforming work.

3.6.2. PHilMech may require the Contractor to:
- Repair the defective work;
- Remove and replace the non-conforming work; or
- Perform additional corrective measures deemed necessary to achieve compliance.

3.6.3. All corrective work shall be performed solely at the Contractor's expense and shall not entitle the Contractor to any additional payment or extension of contract time unless otherwise approved by PHilMech in accordance with the Contract.

**3.7 Final Inspection**

3.7.1. Upon completion of all construction activities, the Contractor shall submit a written request for Final Inspection.

3.7.2. The Project shall be considered ready for Final Inspection only after:
- All works have been completed in accordance with the Contract;
- All punch-list items have been corrected;
- The Project Site has been cleaned and restored;
- All required testing and commissioning have been successfully completed;
- All required project documents have been submitted, including As-Built Drawings, operation manuals (if applicable), warranties, material certificates, and test reports.

3.7.3. The issuance of the Certificate of Completion shall be subject to the satisfactory results of the Final Inspection and compliance with all contractual requirements.

**3.8 Defects Identified During Inspection**

3.8.1. Should defects, deficiencies, or incomplete work be identified during any inspection, PHilMech shall issue a written notice requiring the Contractor to undertake the necessary corrective actions within the period specified.

3.8.2. Failure of the Contractor to rectify the identified deficiencies within the prescribed period may constitute grounds for the imposition of applicable remedies under the Contract, including withholding of payments, assessment of liquidated damages, or other actions authorized under the Government Procurement Reform Act and its applicable implementing rules and regulations.

**4. WORK AREA PROTECTION**

**4.1 General**

4.1.1. The Contractor shall be solely responsible for the protection of the Project Site, existing structures, utilities, adjacent properties, equipment, materials, and all completed or partially completed works throughout the duration of the Contract.

4.1.2. The Contractor shall provide all necessary labor, materials, equipment, and temporary protective measures to prevent damage resulting from construction activities, weather conditions, theft, vandalism, fire, or any other cause attributable to the Contractor's operations.

**4.2 Protection of Existing Structures and Facilities**

4.2.1. Prior to the commencement of construction, the Contractor shall identify and protect all existing buildings, roads, sidewalks, drainage systems, fences, utilities, landscaping, and other facilities located within or adjacent to the Project Site.

4.2.2. Any damage caused by the Contractor to existing structures or facilities shall be repaired or replaced immediately at the Contractor's own expense to the satisfaction of PHilMech and the affected property owner.

**4.3 Protection of Finished Work**

4.3.1. The Contractor shall protect all completed and partially completed works against damage until the issuance of the Certificate of Completion and Acceptance.

4.3.2. Protective measures shall include, but shall not be limited to:

- Temporary coverings;
- Protective barriers;
- Waterproofing and weather protection;
- Impact protection;
- Dust protection;
- Security measures to prevent unauthorized access.

4.3.3. Any finished work damaged due to the Contractor's negligence shall be repaired or replaced at no additional cost to PHilMech.

**4.4 Protection During Painting and Finishing Works**

4.4.1. Before painting or applying any finishing materials, the Contractor shall protect all adjacent surfaces and finished works using appropriate protective materials such as drop cloths, masking tape, plastic sheets, protective boards, or other approved coverings.

4.4.2. The Contractor shall ensure that paint, coatings, adhesives, sealants, or other finishing materials do not stain, damage, or contaminate adjacent surfaces.

4.4.3. Upon completion of the work, all protective materials shall be removed, and any accidental stains, splatters, or damage shall be cleaned or repaired to the satisfaction of PHilMech.

**4.5 Protection of Utilities**

4.5.1. The Contractor shall exercise due care to avoid damage to existing utility lines, including but not limited to:

- Electrical systems;
- Water supply lines;
- Sewer and drainage systems;
- Communication and data lines;
- Underground utilities.

4.5.2. Where existing utilities are encountered, the Contractor shall immediately notify PHilMech before proceeding with any work that may affect such facilities.

4.5.3. Any damage to utilities resulting from the Contractor's operations shall be repaired immediately at the Contractor's expense without interruption to public services whenever practicable.

**4.6 Traffic and Public Safety**

4.6.1. Where construction activities may affect vehicular or pedestrian traffic, the Contractor shall provide adequate barricades, warning signs, safety cones, flagmen, temporary walkways, lighting, and other traffic control devices necessary to ensure the safety of the public.

4.6.2. Traffic management measures shall comply with applicable national and local regulations and shall minimize disruption to the surrounding community.

**4.7 Environmental Protection**

4.7.1. The Contractor shall implement appropriate measures to minimize adverse environmental impacts arising from construction activities.

4.7.2. These measures shall include, but not be limited to:
- Dust suppression;
- Proper waste segregation and disposal;
- Noise control;
- Prevention of water pollution;
- Prevention of fuel, oil, and chemical spills;
- Protection of existing trees and vegetation designated for preservation.

4.7.3. Construction debris and waste materials shall not be disposed of within the Project Site except in areas specifically approved by PHilMech or the appropriate government authorities.

**4.8 Security of Materials and Equipment**

4.8.1. The Contractor shall be responsible for the safekeeping and security of all materials, equipment, tools, temporary facilities, and construction supplies delivered to the Project Site.

4.8.2. PHilMech shall not be liable for any loss, theft, vandalism, or damage to the Contractor's property during the execution of the Project.

**4.9 Housekeeping During Construction**

4.9.1. The Contractor shall maintain the Project Site in a clean, orderly, and safe condition throughout the duration of the Project.

4.9.2. Waste materials, scrap, surplus materials, empty containers, and other debris shall be collected regularly and disposed of in accordance with applicable environmental regulations.

4.9.3. Walkways, access roads, emergency exits, and work areas shall be kept free from obstructions at all times.

### 4.10 Restoration of Affected Areas

4.10.1. Upon completion of the Project, the Contractor shall restore all areas disturbed by construction activities to their original or approved condition.

4.10.2. Restoration shall include, as applicable:

- Repair of damaged pavements and concrete surfaces;
- Restoration of drainage systems;
- Replacement of damaged landscaping or vegetation;
- Removal of temporary facilities;
- Final site cleaning.

4.10.3. The Project Site shall be left in a clean, safe, and satisfactory condition prior to Final Inspection and acceptance by PHilMech.

## 5. MANPOWER REQUIREMENTS

### 5.1 General

5.1.1. The Contractor shall provide competent, qualified, experienced, and sufficient personnel necessary for the timely and satisfactory execution of the Project. All personnel shall possess the appropriate qualifications, training, skills, and experience required for their respective duties and shall perform all works in a safe, efficient, and workmanlike manner.

5.1.2. The Contractor shall ensure that an adequate number of workers are deployed throughout the duration of the Project to meet the approved Construction Schedule and avoid unnecessary delays.

### 5.2 Key Project Personnel

5.2.1. The Contractor shall assign qualified supervisory and technical personnel who shall be present at the Project Site whenever construction activities are in progress.

5.2.2. At a minimum, the Contractor shall designate the following personnel per site, as applicable:

- Project Engineer
- Site Engineer
- Construction Foreman
- Safety Officer
- Quality Control (QC) Engineer or Inspector
- Materials Engineer
- Surveyor (when applicable)
- Skilled Tradesmen (e.g., welders, electricians, carpenters, masons, steel workers, painters, plumbers)
- General Laborers

5.2.3. All professional personnel shall possess valid Professional Regulation Commission (PRC) licenses where required by law, while skilled workers shall have the necessary training, certifications, or relevant work experience.

**5.3 Project Engineer**

5.3.1. The Contractor shall assign a full-time Project Engineer who shall be responsible for the overall supervision, coordination, planning, scheduling, quality control, and technical management of the Project.

5.3.2. The Project Engineer shall:

- Supervise all construction activities;
- Coordinate with PHilMech and other concerned agencies;
- Ensure compliance with the approved Plans and Specifications;
- Monitor project progress and manpower deployment;
- Attend coordination meetings and site inspections;
- Prepare and submit required reports and project documentation.

5.3.3. All of the assigned key personnel shall remain assigned to the Project for the entire duration of construction unless a replacement, with qualifications acceptable to PHilMech, is approved in writing.

**5.4 Safety Officer**

5.4.1. The Contractor shall assign a qualified Safety Officer in accordance with Republic Act No. 11058 and DOLE Department Order No. 198, Series of 2018.

5.4.2. The Safety Officer shall:

- Implement the approved Occupational Safety and Health (OSH) Program;
- Conduct daily safety inspections;
- Ensure compliance with safety regulations;
- Conduct toolbox meetings and safety orientations;
- Investigate accidents and recommend corrective measures;
- Maintain safety records and incident reports.

**5.5 Manpower Deployment**

5.5.1. The Contractor shall maintain sufficient manpower throughout the duration of the Project to ensure continuous and timely implementation of the Works.

5.5.2. If PHilMech determines that the manpower deployed is inadequate to meet the approved Construction Schedule, the Contractor shall immediately increase its workforce, without additional cost to PHilMech, to recover lost time and achieve the required progress.

5.5.3. Failure to provide adequate manpower shall not constitute a valid ground for an extension of contract time.

**5.6 Conduct and Discipline**

5.6.1. The Contractor shall maintain discipline, order, and professionalism among all personnel assigned to the Project.

5.6.2. The Contractor shall be responsible for ensuring that all personnel:

- Observe proper conduct while within the Project Site;
- Comply with all safety rules and regulations;
- Wear the prescribed Personal Protective Equipment (PPE);
- Refrain from illegal activities, gambling, smoking, alcohol consumption, possession of prohibited substances, or any conduct detrimental to the Project.

5.6.3. The Contractor shall immediately remove from the Project Site any personnel whose continued presence is deemed prejudicial to safety, security, or the orderly execution of the Works, upon written instruction from PHilMech.

### 5.7 Attendance During Inspections

5.7.1. Authorized supervisory personnel of the Contractor shall be present during all scheduled inspections, testing, progress meetings, and coordination meetings conducted by PHilMech.

5.7.2. Failure of the Contractor's authorized representative to attend scheduled inspections without valid justification may result in the postponement of inspection at the Contractor's risk and expense.

### 5.8 Completion of Works

5.8.1. The Contractor shall not demobilize key personnel or substantially reduce its workforce until all contract works have been completed, inspected, and accepted by PHilMech, unless otherwise authorized in writing.

5.8.2. The Contractor shall remain responsible for completing all punch-list items, corrective works, testing, commissioning, and documentation required for the issuance of the Certificate of Completion and Acceptance.

## 6. STANDARD OF WORKMANSHIP, MATERIALS, AND PERFORMANCE

### 6.1 General Requirements

6.1.1. All works shall be executed in a neat, orderly, safe, and workmanlike manner by qualified personnel using appropriate construction methods, equipment, and industry best practices. The Contractor shall ensure that all work complies with the approved Plans, Technical Specifications, Bill of Quantities (BOQ), Contract Documents, and applicable laws, codes, rules, and regulations.

6.1.2. Any work not specifically described in the Contract Documents but reasonably necessary to achieve a complete, functional, and acceptable Project shall be deemed included in the Contractor's scope of work and shall be performed without additional cost to PHilMech.

### 6.2 Quality of Materials

6.2.1. All materials incorporated into the Project shall be:

- Brand new, unused, and free from defects, damage, corrosion, contamination, or deterioration;
- Manufactured in accordance with applicable Philippine and international standards;
- Obtained from reputable manufacturers or authorized suppliers;

- Suitable for their intended purpose and compatible with the approved design and specifications.

6.2.2. The use of second-hand, refurbished, reconditioned, or salvaged materials shall not be permitted unless specifically authorized in writing by PHilMech.

**6.3 Material Approval**

6.3.1. Before procurement or installation, the Contractor shall submit samples, brochures, catalogues, manufacturer's technical data sheets, certificates of compliance, or other supporting documents required by PHilMech for review and approval.

6.3.2. No material shall be incorporated into the Project without prior approval from PHilMech.
Approval of a material shall not relieve the Contractor of responsibility for its quality, suitability, or performance after installation.

**6.4 Storage and Handling of Materials**

6.4.1. The Contractor shall properly transport, handle, store, and protect all construction materials from damage, contamination, corrosion, moisture, excessive heat, theft, or deterioration.

6.4.2. Materials shall be stored in accordance with the manufacturer's recommendations and accepted construction practices.

6.4.3. Improperly stored or damaged materials may be rejected by PHilMech and shall be removed and replaced by the Contractor at its own expense.

**6.5 Standard of Workmanship**

6.5.1. All workmanship shall conform to recognized engineering and construction standards and shall be executed by competent personnel using approved equipment and methods.

6.5.2. Finished work shall be:
- Properly aligned and leveled;
- Securely installed;
- Uniform in appearance;
- Free from visible defects;
- Structurally sound and fully functional.

6.5.3. PHilMech reserves the right to reject any workmanship that fails to comply with the Contract Documents or accepted construction standards.

**6.6 Inspection and Testing**

6.6.1. The Contractor shall perform all inspections, testing, adjustments, and commissioning necessary to verify that all materials, equipment, and completed works comply with the approved Plans and Technical Specifications.

6.6.2. Where required by PHilMech, materials and completed works shall be subjected to laboratory or field testing.

6.6.3. The Contractor shall bear all costs associated with retesting required due to failed or non-compliant results attributable to the Contractor.

**6.7 Defective Materials and Workmanship**

6.7.1. Any material, equipment, or completed work found to be defective, damaged, improperly installed, or otherwise non-compliant with the Contract Documents shall be rejected.

6.7.2. Upon written notice from PHilMech, the Contractor shall promptly remove, repair, or replace the defective work or material at no additional cost to PHilMech and within the period prescribed by the Procuring Entity.

6.7.3. Failure to comply with such notice shall authorize PHilMech to undertake the corrective work through other means, with the corresponding cost chargeable to the Contractor, without prejudice to the imposition of other contractual remedies.

**6.8 Protection of Completed Works**

6.8.1. The Contractor shall protect all completed and partially completed works against damage caused by weather, construction activities, vandalism, theft, or any other cause until the issuance of the Certificate of Completion and Acceptance.

6.8.2. Any damage occurring prior to Project acceptance shall be repaired or replaced by the Contractor at no additional cost to PHilMech.

**6.9 Final Acceptance**

6.9.2. The Project shall not be considered complete until:

- All contract works have been fully completed in accordance with the approved Plans and Specifications;
- All required inspections, testing, and commissioning have been successfully completed;
- All punch-list items have been corrected;
- The Project Site has been cleaned and restored;
- All required documents, including As-Built Drawings, warranties, material certifications, operation and maintenance manuals (where applicable), and test reports, have been submitted and accepted by PHilMech.

6.9.3. Final Acceptance shall be subject to the issuance of the appropriate Certificate of Completion and Acceptance by PHilMech.

**6.10 Compliance with Standards**

6.10.1. Unless otherwise specified in the Contract Documents, all materials, workmanship, testing, and installation shall conform to the latest editions of applicable standards, including but not limited to:

- National Building Code of the Philippines (PD 1096);
- National Structural Code of the Philippines (NSCP);
- Philippine Electrical Code (PEC);
- National Plumbing Code of the Philippines;

- Fire Code of the Philippines (RA 9514);
- Occupational Safety and Health Standards (DOLE);
- Philippine Agricultural and Biosystems Engineering Standards,
- Applicable ASTM, ACI, AISC, AWS, ISO, and DPWH Standards, where relevant.

6.10.2. Where two or more standards are applicable, the more stringent requirement shall govern unless otherwise approved in writing by PHilMech.

## 7. ADVANCE PAYMENT

### 7.1 General

7.1.1. The Contractor may request an Advance Payment to cover mobilization costs, procurement of materials, acquisition of equipment, and other expenses necessary for the commencement of the Project, subject to the approval of PHilMech and in accordance with the applicable provisions of the Government Procurement Act and its Implementing Rules and Regulations (IRR).

7.1.2. The grant of an Advance Payment shall not be construed as acceptance of any work performed nor relieve the Contractor of its obligations under the Contract.

### 7.2 Amount of Advance Payment

7.2.1. An initial payment equivalent to **seven and one-half percent (7.5%)** of the total Contract Price may be released to the Contractor for mobilization purposes, subject to the submission of all required supporting documents and compliance with applicable procurement laws, rules, and regulations.

7.2.2. A second payment equivalent to **seven and one-half percent (7.5%)** of the total Contract Price may be released only upon satisfactory completion and verification by PHilMech of the required preliminary works, including, but not limited to, the posting and installation of project billboards and signages, delivery of initial construction materials, construction and establishment of temporary facilities (TEMPFACIL), deployment of manpower, and other necessary preliminary activities required for the proper commencement of the Project. Such payment shall likewise be subject to the submission of all required supporting documents and compliance with applicable procurement laws, rules, and regulations.

### 7.3 Conditions for Release

7.3.1 Upon the request of the contractor, the release of the Advance Payment shall be subject to the following:

a. Letter request for Payment from the Contractor;
b. Notice to Proceed (NTP)
c. Contract Agreement
d. Irrevocable standby letter of credit/bank guarantee/Surety Bond;
e. Official Receipt indicating the specific dates of coverage period of the paid premiums for the Bond;
f. Certificate of Authority issued by the Insurance Commission for the Bond; and
g. Acceptance and Confirmation by the End-user on the submitted Bond.

7.3.2. PHilMech reserves the right to withhold the release of the Advance Payment until all requirements have been satisfactorily complied with.

### 7.4 Liquidation and Recovery

7.4.1. The Advance Payment shall be recovered through proportional deductions from the Contractor's progress payments.

7.4.2. Recovery shall commence from the first approved Progress Payment and continue until the full amount of the Advance Payment has been completely liquidated.

7.4.3. Unless otherwise provided in the Contract or applicable procurement regulations, the amount deducted from each Progress Payment shall be proportional to the percentage of work accomplished.

### 7.5 Default in Liquidation

7.5.1. If the Contract is terminated due to the Contractor's default before the Advance Payment has been fully recovered, PHilMech shall have the right to recover the outstanding balance from the Advance Payment Security, Performance Security, amounts otherwise due to the Contractor, or through any other remedy available under the Contract and applicable laws.

### 7.6 No Entitlement to Additional Compensation

7.6.1. The grant of an Advance Payment shall not entitle the Contractor to any adjustment in the Contract Price, additional compensation, financing charges, interest, or extension of contract time.

7.6.2. The Contractor shall remain fully responsible for completing the Project within the prescribed Contract Time and in accordance with the approved Plans, Specifications, and Contract Documents.

## 8. TERMS OF PAYMENT

### 8.1 General

8.1.1. Payments under this Contract shall be made in accordance with the approved Contract, applicable government accounting and auditing rules and regulations, and the Government Procurement Act and its Implementing Rules and Regulations (IRR).

8.1.2. All payments shall be based solely on the actual quantity of work completed, inspected, verified by PHilMech Technical Property Inspection (TPI) Unit, and accepted by the End-user.

8.1.3. Submission of a billing shall not, by itself, entitle the Contractor to payment until the corresponding works have been inspected, measured, and certified by the authorized PHilMech representatives.

### 8.2 Progress Payment

#### 8.2.1 Eligibility

8.2.1.1. The Contractor may submit requests for Progress Payment based only on the actual percentage of **work properly installed and completed at the warehouse proper**, as verified through inspection, measurement, validation, and certification by PHilMech. Materials merely delivered to the project site, stockpiled, or fabricated off-site shall not be considered as accomplished work for purposes of Progress Payment unless such materials have been properly installed and incorporated into the permanent works.

**8.2.1.2.** Progress billings shall be governed by the following:

- **First Progress Billing** – The Contractor may submit its first progress billing upon attaining **at least twenty percent (20%) physical accomplishment** of the Project, as verified and certified by PHilMech.
- **Second Progress Billing** – The Contractor may submit its second progress billing upon attaining **at least forty percent (40%) cumulative physical accomplishment** of the Project, as verified and certified by PHilMech.
- **Third Progress Billing** – The Contractor may submit its third progress billing upon attaining **at least seventy-five percent (75%) cumulative physical accomplishment** of the Project, as verified and certified by PHilMech.

8.2.1.3. PHilMech reserves the right to verify the actual accomplishment before approving any Progress Payment.

**8.2.2 Requirements for Progress Payment**

8.2.2.1. Each request for Progress Payment shall be accompanied by the documents required by PHilMech, which may include, but are not limited to:

a. Letter Request for Payment from Contract;
b. Statement of Work Accomplished;
c. Contractor's Affidavit on payment of laborers and materials (notarized);
d. Summary of Accomplishment per Item of Works, including computations and drawings;
e. Test results of all materials furnished by the Contractor;
f. Test results for all concreting and Earth Works;
g. Geotagged Photos of Works Accomplished with proper labeling (Before, During, and After);
h. Contractor's All Risk Insurance;
i. Construction Safety and Health Program (CSHP) duly approved by DOLE;
j. Copy of Approved Joint Survey Drawings;
k. Copy of Approved Construction Program;
l. Copy of Approved Variation Order/Revised Contract Quantities and Costs (if any),
m. Copy of Approved Time Extension/Suspension Order/Resumption Order (If any)
n. Updated Performance Bond and Advance Payment Bond (t applicable)
o. Certificate of Authority Issued by the Insurance Commission for each bond
p. Official Receipt indicating the specific dates of coverage period of the premiums paid for each bond
q. Notice to Proceed (Certified True Copy), if no advance payment made

r. Contract Agreement (Certified True Copy), if no advance payment made

8.2.2.2. Incomplete documentary requirements shall be grounds for withholding the processing of payment until all deficiencies have been corrected.

### 8.2.3 Measurement of Work

8.2.3.1. Only completed and accepted work shall be considered for payment.

8.2.3.2. Materials delivered to the Project Site but not yet incorporated into the permanent works shall not be eligible for payment unless specifically provided for under the Contract.

8.2.3.3. PHilMech shall determine the final measured quantities for payment based on actual accomplishments verified during site inspection.

## 8.3 Final Payment

### 8.3.1 Eligibility

8.3.1.1. The Contractor may request Final Payment upon compliance with the following:

- Completion of at least ninety percent (90%) physical accomplishment of the Project and the conduct of a pre-final inspection and punch-listing by PHilMech;
- One Hundred Percent (100%) completion of the Project;
- Correction and completion of all punch-list items identified during the pre-final inspection to the satisfaction of PHilMech;
- Successful testing and commissioning of all applicable systems, where required;
- Issuance of the Certificate of Completion and Acceptance by PHilMech.

### 8.3.2 Requirements for Final Payment

8.3.2.1. The Contractor shall submit the following, as applicable:

a. Letter Request for Payment from Contract;
b. Statement of Work Accomplished;
c. Contractor's Affidavit on payment of laborers and materials (notarized);
d. Summary of Accomplishment per Item of Works, including computations and drawings;
e. Test results of all materials furnished by the Contractor;
f. Test results for all concreting and Earth Works;
g. Geotagged Photos of Works Accomplished with proper labeling (Before, During, and After);
h. Contractor's Quit Claim (Notarized);
i. Updated Tax Clearance Issued by the BIR;
j. Approved As-Built Drawings;
k. Warranty Security;
l. Certificate of Final Completion issued by the End-user;
m. Operations and Maintenance Manual (if any);

n. Copy of Approved Variation Order/Firmed-up Contract Quantifies and Cost (if any),
o. Copy of Approved Time Extension/Suspension Order/Resumption Order (If any)
p. Clearance from the Provincial Treasurer that corresponding sand and gravel fees have been paid (if applicable);
q. Copy of turnover documents/transfer of project and facilities (if applicable);
r. Updated Performance Bond, Advance Payment Bond, and CARI (if applicable);
s. Certificate of Authority issued by the Insurance Commission for each bond; and
t. Official Receipt indication the specific dates of coverage period of the premiums for each bond

**8.4 Multiple Site Billing**

8.4.1. For contracts involving multiple project sites, the Contractor may submit requests for Progress Payment or Final Payment covering one or more completed sites.

8.4.2. Each site included in the billing shall be independently inspected, measured, verified, and accepted by PHilMech before payment is processed.

8.4.3. Approval of payment for one site shall not constitute acceptance of unfinished or defective work in other project sites.

**8.5 Taxes and Government Deductions**

8.5.1. All payments shall be subject to the applicable withholding taxes and other deductions required by existing laws, rules, regulations, and government accounting and auditing procedures.

8.5.2. The Contractor shall be responsible for the payment of all taxes, duties, fees, licenses, permits, and other charges arising from the execution of the Contract unless otherwise expressly provided.

**8.6 Withholding of Payment**

8.6.1. PHilMech reserves the right to withhold, suspend, or reduce payment, in whole or in part, under any of the following circumstances:

- Defective or non-conforming work;
- Incomplete or inaccurate billing documents;
- Failure to comply with the approved Plans or Technical Specifications;
- Failure to correct deficiencies identified during inspection;
- Failure to submit required reports or documentation;
- Pending resolution of contractual issues affecting payment.

8.6.2. Such withholding shall not relieve the Contractor of its obligation to continue the execution of the Works.

**8.7 Liquidated Damages**

8.7.1. Should the Contractor fail to complete the Project within the Contract Time, including any duly approved extension, the Contractor shall be liable for Liquidated Damages in accordance with the Government Procurement Act and its applicable Implementing Rules and Regulations.
8.7.2. Liquidated Damages shall be imposed at the rate prescribed under the applicable procurement regulations for each calendar day of delay until the Project is completed and accepted by PHilMech.

8.7.3. The assessment of Liquidated Damages shall be without prejudice to PHilMech's right to terminate the Contract, forfeit the Performance Security, or pursue other remedies available under the Contract and applicable laws.

### 8.8 Release of Final Payment

8.8.1. Final Payment shall be released only after:

- Completion and acceptance of all contract works;
- Correction of all deficiencies and punch-list items;
- Submission and approval of all required project documents;
- Full liquidation of any Advance Payment;
- Compliance with all contractual obligations.

8.8.2. The release of Final Payment shall not relieve the Contractor of its warranty obligations under the Contract.

## 9. RESPONSIBILITIES DURING PROJECT IMPLEMENTATION

### 9.1 Responsibilities of PHilMech

9.1.1. PHilMech, through its authorized representatives, shall monitor the implementation of the Project to ensure compliance with the approved Plans, Technical Specifications, Contract Documents, and applicable laws, rules, and regulations.

9.1.2. PHilMech shall have the authority to:

- Conduct periodic and unannounced site inspections;
- Verify the quality and quantity of work accomplished;
- Inspect materials, equipment, and workmanship at any stage of construction;
- Require the correction or replacement of defective or non-conforming work;
- Review and evaluate progress reports, billing requests, and project documentation;
- Suspend specific activities that pose risks to safety, quality, or compliance with the Contract.

9.1.3. The exercise of these responsibilities shall not relieve the Contractor of its obligations under the Contract.

### 9.2 Responsibilities of the Contractor

9.2.1. The Contractor shall have full responsibility for the execution of the Project from the issuance of the Notice to Proceed until the issuance of the Certificate of Completion and Acceptance.

9.2.2. The Contractor shall:

- Execute all works in accordance with the approved Plans, Technical Specifications, Bill of Quantities (BOQ), and Contract Documents;
- Provide qualified personnel, adequate equipment, materials, and supervision necessary to complete the Project within the prescribed Contract Time;
- Coordinate with PHilMech, the End-User, Local Government Units (LGUs), utility providers, and other concerned agencies whenever necessary;
- Secure all permits, clearances, and approvals required for the implementation of the Project, unless otherwise specified in the Contract;
- Maintain complete and accurate records of construction activities, inspections, testing, and material deliveries;
- Immediately notify PHilMech of any site condition, discrepancy, or circumstance that may affect the quality, cost, or schedule of the Project.

**9.3 Protection of Government Property**

9.3.1. The Contractor shall exercise due care in protecting all government-owned facilities, equipment, utilities, and improvements within or adjacent to the Project Site.

9.3.2. Any damage to government property resulting from the Contractor's operations, negligence, or failure to implement adequate protective measures shall be repaired or replaced by the Contractor at its own expense and to the satisfaction of PHilMech.

**9.4 Responsibility for Contractor's Personnel and Property**

9.4.1. The Contractor shall be solely responsible for the supervision, safety, welfare, and conduct of all personnel employed in the Project.

9.4.2. The Contractor shall likewise be responsible for the safekeeping and security of its construction materials, equipment, tools, temporary facilities, and other property located at the Project Site.

9.4.3. PHilMech shall not be liable for any loss, theft, vandalism, damage, injury, or accident involving the Contractor's personnel, equipment, or property during the execution of the Contract, except where such liability is expressly provided by law.

**9.5 Damage to Third Parties**

9.5.1. The Contractor shall be responsible for any injury to persons or damage to private or public property arising from its construction activities.

9.5.2. The Contractor shall promptly repair, restore, or compensate for such damage at its own expense and shall indemnify PHilMech against claims arising from the Contractor's acts, omissions, or negligence.

**9.6 Compliance with Laws and Regulations**

9.6.1. The Contractor shall comply with all applicable national and local laws, rules, regulations, permits, ordinances, and safety requirements governing the execution of the Project.

9.6.2. Failure to comply with applicable legal requirements shall be considered a breach of the Contract and may subject the Contractor to the remedies provided under the Contract and applicable laws.

### 9.7 Project Records and Documentation

9.7.1. The Contractor shall maintain complete and up-to-date project records throughout the duration of the Contract, including but not limited to:

- Daily Construction Reports;
- Progress Photographs;
- Inspection Requests and Reports;
- Material Delivery Records;
- Material Test Results;
- Equipment Deployment Records;
- Manpower Deployment Reports;
- Approved Shop Drawings, if applicable;
- Other documents required by PHilMech.

These records shall be made available for inspection upon request by PHilMech or other authorized government agencies.

### 9.8 Coordination Meetings

9.8.1. The Contractor shall attend coordination meetings, progress meetings, site inspections, and other conferences scheduled by PHilMech.

9.8.2. The Contractor's authorized representative shall have sufficient authority to make decisions and implement instructions issued during such meetings.

9.8.3. Minutes of meetings and agreed action items shall form part of the Project records and shall be complied with by the Contractor within the prescribed time.

### 9.9 Correction of Deficiencies

9.9.1. The Contractor shall promptly correct all deficiencies, defective work, and non-conforming materials identified by PHilMech during project implementation.

9.9.2. Unless otherwise directed by PHilMech, corrective work shall commence immediately upon receipt of written notice and shall be completed within the period specified by PHilMech.

9.9.3. Failure to correct identified deficiencies may constitute grounds for withholding payment, suspension of work, assessment of liquidated damages, or other remedies available under the Contract and applicable laws.

### 9.10 Responsibility Until Final Acceptance

9.10.1. The Contractor shall remain fully responsible for the care, protection, maintenance, and satisfactory condition of all completed and partially completed works until the issuance of the Certificate of Completion and Acceptance by PHilMech.

9.10.2. The Contractor shall repair, replace, or restore, at its own expense, any damage or deterioration occurring prior to Final Acceptance, unless such damage is caused solely by force majeure or by acts attributable to PHilMech.

## 10. WARRANTY AND AFTER-SALES SERVICE REQUIREMENTS

### 10.1 General Warranty

10.1.1. The Contractor warrants that all materials furnished, equipment installed, and works performed under the Contract are brand new, free from defects in materials and workmanship, and fully comply with the approved Plans, Technical Specifications, Contract Documents, and applicable laws, codes, and standards.

10.1.2. The Contractor further warrants that the completed Project shall be fit for its intended purpose and capable of satisfactory operation under normal service conditions.

**10.2 Warranty Period**

10.2.1. The Contractor shall guarantee the Project against defects in materials, workmanship, installation, and performance for a period of **one (1) year** from the date of issuance of the **Certificate of Completion and Acceptance** by PHilMech, without prejudice to the warranty provisions and defect liability requirements prescribed under the Government Procurement Act and other applicable laws and regulations.

**10.3 Scope of Warranty**

10.3.1. The warranty shall cover, but shall not be limited to, the repair, replacement, or correction of defects involving:

- Structural works;
- Concrete works;
- Reinforcing steel works;
- Structural steel works;
- Roofing system;
- Electrical system;
- Plumbing and sanitary works, where applicable;
- Finishes and architectural components;
- Defective materials;
- Poor workmanship;
- Improper installation;
- Equipment supplied under the Contract, where applicable.

10.3.2. Any defects arising from the Contractor's failure to comply with the Contract Documents shall be corrected at no additional cost to PHilMech.

**10.4 Correction of Defects**

10.4.1. Upon receipt of a written notice from PHilMech identifying defects or deficiencies discovered during the warranty period, the Contractor shall commence the necessary corrective work within the period specified in the notice and complete such work within a reasonable time, subject to the nature and extent of the defect.

10.4.2. All labor, materials, equipment, transportation, supervision, testing, and incidental expenses necessary to correct the defects shall be borne solely by the Contractor.

**10.5 Emergency Repairs**

10.5.1. Where the identified defect poses an immediate risk to public safety, structural integrity, property, or the continued operation of the facility, PHilMech may require the Contractor to undertake immediate corrective action.

10.5.2. If the Contractor fails or refuses to respond within the prescribed period, PHilMech may undertake the necessary repairs through other means. The corresponding cost, including administrative expenses, shall be charged against the Contractor or recovered from the Warranty Security or any other security available under the Contract.

**10.6 Warranty Security**

10.6.1. The Contractor shall maintain the required Warranty Security in accordance with the applicable provisions of the Government Procurement Act and its Implementing Rules and Regulations.

10.6.2. The Warranty Security shall remain valid for the required warranty period and may be forfeited, in whole or in part, to answer for the Contractor's failure to comply with its warranty obligations.

**10.7 Exclusions**

10.7.1. The warranty shall not apply to defects or damage resulting solely from:

- Force majeure or acts of God;
- Intentional misuse, negligence, or unauthorized alterations by PHilMech or the End-User;
- Normal wear and tear arising from ordinary use of the facility;
- Damage caused by third parties not under the control of the Contractor.

10.7.2. The Contractor shall bear the burden of proving that any defect falls within these exclusions.

**10.8 Inspection During Warranty Period**

10.8.1. PHilMech reserves the right to conduct inspections at any time during the warranty period to verify the condition and performance of the completed Project.

10.8.2. The Contractor shall provide the necessary assistance, personnel, and access required during such inspections.

**10.9 Effect of Repairs**

10.9.1. Any portion of the Project that has been repaired, replaced, or reconstructed during the warranty period shall continue to be subject to the original warranty obligations with respect to the quality of the corrective work performed.

10.9.2. Completion of corrective work shall not relieve the Contractor of responsibility for any remaining defects attributable to its workmanship or materials.

**10.10 Expiration of Warranty**

10.10.1 The expiration of the warranty period shall not relieve the Contractor from liability for defects arising from fraud, gross negligence, latent defects, or violations of

applicable laws, nor shall it affect any other remedies available to PHilMech under the Contract or existing laws.

## 11. SAFETY

### 11.1 General

11.1.1. The Contractor shall be solely responsible for the safety, health, and welfare of all personnel engaged in the Project throughout the duration of the Contract. The Contractor shall establish, implement, and maintain an effective Occupational Safety and Health (OSH) Program in accordance with **Republic Act No. 11058**, **DOLE Department Order No. 198, Series of 2018**, the Occupational Safety and Health Standards (OSHS), and other applicable laws and regulations.

11.1.2. The Contractor shall take all necessary precautions to prevent accidents, injuries, occupational illnesses, and damage to property arising from construction activities.

### 11.2 Safety Program

11.2.1. Before the commencement of construction activities, the Contractor shall prepare and implement a Site-Specific Safety and Health Program appropriate for the nature and scope of the Project.

11.2.2. The Safety Program shall include, but not be limited to:

- Hazard Identification, Risk Assessment, and Control (HIRAC);
- Emergency Response Plan;
- Fire Prevention and Protection Measures;
- First Aid and Medical Response Procedures;
- Evacuation Procedures;
- Incident Reporting and Investigation Procedures;
- Daily Safety Inspections;
- Toolbox Meetings and Safety Orientations.

11.2.3. The Safety Program shall be available at the Project Site at all times for inspection by PHilMech and other authorized government agencies.

### 11.3 Safety Officer

11.3.1. The Contractor shall designate a qualified Safety Officer with the appropriate accreditation and training as required by DOLE regulations.

11.3.2. The Safety Officer shall be responsible for:

- Monitoring compliance with the approved Safety Program;
- Conducting regular safety inspections;
- Ensuring proper use of Personal Protective Equipment (PPE);
- Conducting toolbox meetings and safety briefings;
- Investigating accidents and recommending corrective actions;
- Maintaining safety records and incident reports.

11.3.3. The Safety Officer shall be present whenever construction activities are in progress.

### 11.4 Personal Protective Equipment (PPE)

11.4.1. The Contractor shall provide, at its own expense, appropriate Personal Protective Equipment (PPE) to all workers, visitors, inspectors, and other authorized personnel entering the Project Site, as required by the nature of the work.

11.4.2. Appropriate PPE may include, but shall not be limited to:

- Safety helmets;
- Safety shoes;
- High-visibility vests;
- Safety gloves;
- Protective eyewear;
- Hearing protection;
- Respiratory protection;
- Full-body harnesses and lifelines for work at heights.

11.4.3. The Contractor shall ensure that PPE is properly used, maintained, and replaced when damaged or no longer serviceable.

### 11.5 Safety Signages and Barricades

11.5.1. The Contractor shall install and maintain adequate safety signages, barricades, warning devices, caution tapes, lighting, and other protective measures necessary to safeguard workers, visitors, and the general public.

11.5.2. Dangerous work areas shall be properly secured to prevent unauthorized access.

### 11.6 Housekeeping and Site Safety

11.6.1. The Contractor shall maintain the Project Site in a clean, orderly, and hazard-free condition throughout the construction period.

11.6.2. Construction debris, waste materials, unused equipment, protruding objects, and other potential hazards shall be removed regularly to minimize risks to personnel and the public.

11.6.3. Access roads, emergency exits, and walkways shall remain unobstructed at all times.

### 11.7 Equipment Safety

11.7.1. All construction equipment, tools, lifting devices, scaffolding, ladders, temporary structures, and machinery used on the Project shall be maintained in safe operating condition and operated only by qualified and authorized personnel.

11.7.2. Equipment found to be defective or unsafe shall be immediately removed from service until repaired or replaced.

### 11.8 Accident Reporting

11.8.1. The Contractor shall immediately report to PHilMech any accident, injury, fire, property damage, dangerous occurrence, or other safety-related incident occurring at the Project Site.

11.8.2. A written Incident Report detailing the circumstances, cause, corrective actions taken, and preventive measures shall be submitted to PHilMech within twenty-four (24) hours from the occurrence of the incident, or within such period as may be required under applicable regulations.

### 11.9 Suspension of Unsafe Work

11.9.1. PHilMech reserves the right to order the suspension of any work or activity that presents an imminent danger to workers, the public, the environment, or government property.

11.9.2. Work shall not resume until the unsafe condition has been corrected to the satisfaction of PHilMech.

11.9.3. Any delay resulting from the Contractor's failure to maintain safe working conditions shall be at the Contractor's sole risk and expense and shall not entitle the Contractor to any extension of contract time or additional compensation.

### 11.10 Contractor's Responsibility

11.10.1. Compliance with the safety requirements of this Contract shall not relieve the Contractor of its legal responsibilities under applicable laws and regulations.

11.10.2. The Contractor shall remain solely liable for any accident, injury, death, property damage, or loss arising from its negligence, failure to implement adequate safety measures, or non-compliance with applicable safety requirements.

## 12. SITE CONDITION

### 12.1 General

12.1.1. The Contractor shall be responsible for maintaining the Project Site in a clean, orderly, safe, and environmentally acceptable condition throughout the duration of the Contract.

12.1.2. Construction activities shall be organized to minimize inconvenience to PHilMech personnel, the End-User, adjacent property owners, and the general public.

12.1.3. The Contractor shall take all necessary measures to ensure that the Project Site remains free from conditions that may endanger public safety, obstruct access, or adversely affect the surrounding environment.

### 12.2 Site Housekeeping

12.2.1. The Contractor shall maintain good housekeeping practices at all times during project implementation.

12.2.2. The Contractor shall:

- Regularly collect and remove construction debris, waste materials, scrap materials, and rubbish;
- Store construction materials in an organized and secure manner;

- Maintain clear and unobstructed access roads, walkways, emergency exits, and work areas;
- Prevent the accumulation of standing water, mud, or other conditions that may create safety hazards;
- Ensure that temporary facilities are properly maintained and kept in sanitary condition.

12.2.3. Site housekeeping shall be carried out continuously throughout the duration of the Project.

**12.3 Storage of Materials and Equipment**

12.3.1. Construction materials, tools, equipment, fuel, and other supplies shall be stored only in designated areas approved by PHilMech.

12.3.2. Materials shall be properly stacked, covered, and protected against damage, theft, weather exposure, contamination, corrosion, or deterioration.

12.3.3. Hazardous and flammable materials shall be stored, handled, and disposed of in accordance with applicable safety and environmental regulations.

**12.4 Waste Management**

12.4.1. The Contractor shall implement proper waste segregation, collection, transportation, and disposal procedures in accordance with applicable environmental laws and local government regulations.

12.4.2. Construction waste shall not be burned, buried, or disposed of within the Project Site unless specifically authorized by the appropriate government authorities.

12.4.3. The Contractor shall remove all waste materials from the Project Site at regular intervals to prevent health, safety, and environmental hazards.

**12.5 Dust, Noise, and Pollution Control**

12.5.1. The Contractor shall implement appropriate measures to minimize dust, excessive noise, vibration, smoke, and other environmental nuisances resulting from construction activities.

12.5.2. Such measures may include:
- Water spraying for dust suppression;
- Covering of transported materials;
- Proper maintenance of construction equipment;
- Scheduling of noisy operations during permitted working hours;
- Installation of temporary barriers where necessary.

12.5.3. The Contractor shall ensure that construction activities comply with applicable environmental regulations and local ordinances.

**12.6 Drainage and Water Control**

12.6.1. The Contractor shall maintain adequate drainage within the Project Site to prevent flooding, ponding, erosion, and damage to completed works.

12.6.2. Temporary drainage systems, pumps, or other water control measures shall be provided whenever necessary to maintain safe working conditions and protect adjacent properties.

**12.7 Restoration of the Project Site**

12.7.1. Upon completion of the Project, the Contractor shall restore all disturbed or affected areas to their original or approved condition.

12.7.2. Restoration shall include, as applicable:

- Removal of temporary facilities and structures;
- Removal of excess construction materials;
- Cleaning of all finished surfaces;
- Repair of damaged pavements, roads, drainage structures, and landscaping;
- Restoration of utilities or facilities affected during construction.

12.7.3. Any damage caused by the Contractor to existing improvements shall be repaired or replaced at the Contractor's own expense.

**12.8 Final Site Cleaning**

12.8.1. Prior to requesting Final Inspection, the Contractor shall perform a comprehensive final cleaning of the Project Site.

12.8.2. Final cleaning shall include, but not be limited to:

- Removal of all construction debris, waste materials, equipment, and temporary facilities;
- Cleaning of floors, walls, roofing, windows, doors, and other completed building components;
- Removal of paint splatters, concrete stains, adhesive residues, and construction markings;
- Cleaning of gutters, drainage systems, and surrounding areas;
- Ensuring that the completed facility is clean, safe, and ready for occupancy or operation.

12.8.3. The Project shall not be considered substantially complete until the Project Site has been cleaned and restored to the satisfaction of PHilMech.

**12.9 Responsibility Prior to Turnover**

12.9.1. The Contractor shall remain responsible for the condition, cleanliness, and protection of the Project Site until the issuance of the Certificate of Completion and Acceptance by PHilMech.

12.9.2. Any deterioration, damage, or contamination occurring prior to final acceptance shall be corrected by the Contractor at its own expense.

**13. DURATION**

**13.1 Contract Duration**

13.1.1. The Contractor shall complete the Project within **One Hundred Eighty (180) Calendar Days** from the effective date specified in the **Notice to Proceed (NTP)**, unless otherwise modified through a duly approved Contract Time Extension or

Suspension Order in accordance with the Contract and applicable procurement laws, rules, and regulations.

13.1.2. The Contract Duration shall include the procurement and delivery of materials, mobilization, construction, testing, commissioning, site restoration, preparation and submission of As-Built Drawings, correction of punch-list items, and all other activities necessary for the satisfactory completion and acceptance of the Project.

**13.2 Construction Schedule**

13.2.1. Within the period prescribed in the Contract, the Contractor shall submit for approval a detailed Construction Schedule indicating the sequence and duration of all major work activities.

13.2.2. The Construction Schedule shall include, as applicable:

- Mobilization;
- Procurement and delivery of materials;
- Earthworks;
- Structural works;
- Roofing works;
- Electrical works;
- Finishing works;
- Testing and commissioning;
- Site restoration;
- Final inspection and turnover.

13.2.3. The approved Construction Schedule shall serve as the basis for monitoring project progress and evaluating compliance with the Contract Time.

**13.3 Progress Monitoring**

13.3.1. The Contractor shall perform the Works in accordance with the approved Construction Schedule and shall employ sufficient manpower, equipment, and resources to ensure timely completion of the Project.

> 13.3.1.1. The Contractor shall submit a weekly progress/accomplishment report, attaching the geo-tagged photos of previous, during, and after activities.

13.3.2. If project progress falls behind schedule due to causes attributable to the Contractor, PHilMech may require the Contractor to submit a Recovery Program indicating the corrective measures to restore the Project to the approved schedule.

13.3.3. Implementation of the Recovery Program shall be at the Contractor's own expense and shall not entitle the Contractor to additional compensation or extension of contract time.

**13.4 Delays**

13.4.1. The Contractor shall immediately notify PHilMech in writing of any event or condition that may adversely affect the progress of the Project.

13.4.2. Only delays resulting from causes recognized under the Contract and approved by PHilMech shall be considered in evaluating requests for extension of contract time.

13.4.3. Delays attributable to the Contractor, including but not limited to inadequate manpower, insufficient equipment, delayed procurement of materials, poor planning, or financial constraints, shall not be considered valid grounds for an extension of contract time.

### 13.5 Extension of Contract Time

13.5.1. Requests for extension of contract time shall be made in writing and supported by sufficient justification and documentary evidence.

13.5.1.1. The Contractor shall submit an updated S-Curve, PERT-CPM, and Catch-up Plan with the request for extension of contract, subject to the approval of PHilMech and/or the End-user.

13.5.2. No extension shall be granted unless approved by PHilMech in accordance with the Contract and the applicable provisions of the Government Procurement Act and its Implementing Rules and Regulations.

13.5.3. Pending evaluation of the request shall not authorize the Contractor to suspend or delay the execution of the Works.

### 13.6 Completion of the Project

13.6.1. The Project shall be deemed completed only upon:

- Completion of all contract works in accordance with the approved Plans and Technical Specifications;
- Successful completion of all required inspections, testing, and commissioning;
- Correction of all punch-list items;
- Submission of all required project documents, including As-Built Drawings, warranties, and test reports;
- Issuance by PHilMech of the Certificate of Completion and Acceptance.

13.6.2. Substantial completion or physical completion of the Works shall not, by itself, constitute final acceptance of the Project.

## 14. GENERAL PROVISIONS

### 14.1 Completeness of the Work

The foregoing Specifications define the minimum technical requirements for the Project.

14.1.1.The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, permits, testing, and all other resources necessary for the complete and satisfactory execution of the Works in accordance with the approved Plans, Technical Specifications, Bill of Quantities (BOQ), and all Contract Documents.

14.1.2. Any work, material, equipment, or service not specifically mentioned herein but reasonably necessary for the proper, safe, efficient, and complete execution and operation of the Project shall be deemed included in the Contract and shall be provided by the Contractor without additional cost to PHilMech.

14.1.3. The Contractor shall be fully responsible for ensuring that the completed Project complies with all applicable laws, codes, standards, and regulations, and shall rectify, at its own expense, any defects or deficiencies resulting from non-compliance with the Contract Documents.

14.1.4. In the event of any discrepancy or conflict among the Drawings, Technical Specifications, Bill of Quantities, and other Contract Documents, the Contractor shall immediately notify PHilMech for clarification before proceeding with the affected work. No deviation from the approved Plans and Specifications shall be made without the prior written approval of PHilMech.

14.1.5. The Contractor's obligations under the Contract shall continue until the issuance of the Certificate of Completion and Acceptance and shall remain subject to the applicable warranty provisions and other post-completion obligations prescribed under the Contract and existing laws.

# *Section VII. Drawings*

*[Please see Annex or separate folder for the drawings]*

***For the conceptual drawing and plan, please refer to the PDF file named "Drying System II Warehouse Plans" in the link:***

*https://drive.google.com/drive/folders/1EoIoYkkUVzEsrIiWMAPK06Lz0XypqlCQ?usp=drive_link*

# *Section VIII. Bill of Quantities*

**Notes on the Bill of Quantities**

**Objectives**

The objectives of the Bill of Quantities are:

a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and

b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

**Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.

b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

**Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to **GCC** Clause 7) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the winning Bidder as prime Contractor for the use and convenience of the specialist contractors, each related

provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

**Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix its signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of its bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

***The Bidder shall present the detailed breakdown of the Bid Price using the form Bill of Quantities in Microsoft Excel format which should be downloaded from the File Folder with the file name "DSII - Bill of Quantities (Blank)", from the link provided:***

***https://drive.google.com/drive/folders/1EoIoYkkUVzEsrIiWMAPK06Lz0XypgICQ?usp=drive_link***

# *Section IX. Philippine Bidding Documents Related Forms*

**Notes to the Philippine Bidding Document Related Forms**

The Bidder shall complete and submit with its Bid the **Bid Form**, together with the Bill of Quantities, detailed estimates that include a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid, and Cash Flow by Quarter, in accordance with **ITB** Clause 13, and all those requirements indicated in the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to **ITB** Clause 16.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any correction or modification to the accepted Bid resulting from price corrections. The needed attachments, as aforementioned which form part of the contract should be modified accordingly.

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with **ITB** Clause 4.3. Failure to do so and submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 12 and its corresponding SCC provision.

# TABLE OF CONTENTS

**Bid Form ..... 146**

**Contract Form ..... 137**

**Omnibus Sworn Statement Form ..... 140**

**Bid Securing Declaration Form..... 144**

# Bid Form for Procurement of Infrastructure Projects

***[Note: The duly accomplished form shall be submitted with the Bid]***

---

BID FORM

Project Identification No.: *[Insert number]*

*To: [Name of Procuring Entity]*

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

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;

b) I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*

d) The discounts offered and the methodology for their application, if any, are: *[insert information*]; *or indicate N/A if no discount offered]*

e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to*[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized in the Detailed Estimates.

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon the Bidder.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of *[Name of the Bidder]* as evidenced by the attached *[State the Written Authority]*.

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*
*[Position/Designation]*
*[Date]*

# Contract Form

***[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]***

---

## CONTRACT FOR [Insert Project Title]

THIS CONTRACT executed on the _____ day of _____ 20_____ between:

*[Name of Procuring Entity]*, a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

*[Name of Contractor]* Filipino of legal age or a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Contractor".

WHEREAS**,** the Entity invited Bids for certain goods and ancillary services, particularly *[Brief description of Project]*;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of ***[****Contract price in words and figures, including currency],* hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Contract, *viz.*:

   a) Philippine Bidding Documents (PBD);

      i. Drawings/Plans;
      ii. Scope of Work;
      iii. Invitation to Bid;
      iv. Instructions to Bidders;
      v. Bid Data Sheet;
      vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
      vii. Bill of Quantities;
      viii. General and Special Conditions of Contract;
      ix. Supplemental Bid Bulletins, if any; and
      x. Other contract documents that may be required by existing laws and/or the Entity.

   b) Winning bidder's bid, including the Eligibility Requirements, Technical and

Financial Proposals, and all other documents or statements submitted;

c) Performance Security;

d) Notice of Award of Contract; and the Bidder's Conforme thereto; and

e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3) In consideration of the Contract Price of *[Contract Price in words and figures],* or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the *[ Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4) The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act (RA) No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

IN WITNESS WHEREOF**,** the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written

| | |
|---|---|
| *For the Procuring Entity*<br>Head of the Procuring Entity or Duly Authorized Representative | *For the Bidder*<br>Duly authorized to sign the Contract for and behalf of *[Bidders Name]*: |
| *[Signature over Printed Name][Position/Designation]*<br>*[Date]* | *[Signature over Printed Name]*<br>*[Position/Designation]*<br>*[Date]* |

*Signed in the presence of:*

| | |
|---|---|
| *[Name and Signature]* | *[Name and Signature]* |
| *Witness – Procuring Entity* | *Witness- Supplier* |

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

# Omnibus Sworn Statement Form

***[Note: The duly accomplished form shall be submitted with the Bid]***

---

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

## OMNIBUS SWORN STATEMENT

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

1) *Select one, delete the others:*
   - *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

   - *If 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]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2) *Select one, delete the others:*

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as

supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:*

- *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids

and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7) It is understood that failure to faithfully disclose its relationship with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the IRR of RA No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

   *Select one, delete the rest:*

   - *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of Republic Act (RA) No. 12009.

   - *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8) *[Name of Bidder]* complies with existing labor laws and standards; and

9) *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
   a) Carefully examine all of the Bidding Documents;
   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.

10) *[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.

11) In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*
*[Position/Designation]*
*[Date]*

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

# Bid Securing Declaration Form

***[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]***

---

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

## BID SECURING DECLARATION

**Project Identification No.: *[Number]***

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

I/We, the undersigned, declare that:

1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;

2) I/We accept that:

   a) I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award;

   b) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and

   c) I/We will pay the applicable fine within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake;

| | *Applicable Fine* |
|---|---|
| a) in the case of a single bidder | i) two percent (2%) of the Approved Budget for the Contract (ABC); or<br>ii) the difference between the evaluated bid price and the ABC whichever is higher |
| b) in the case of multiple bidders | i) two percent (2%) of the ABC; or<br>ii) the difference between the evaluated bid prices with the bidder with Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest |

| | |
|---|---|
| | Calculated/Highest Rated Bid, and so on whichever is higher |
| c) in case of violations committed prior to the opening of the financial envelope | i) a fixed amount of two percent of the ABC, |

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

   a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   c) I am/we are declared the bidder with the *[Insert Award Criterion[1]]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*
*[Position/Designation]*
*[Date]*

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

## ANNEX A. LIST OF BENEFICIARIES

*Department of Agriculture*
**Philippine Center for Postharvest Development and Mechanization**
Science City of Muñoz, Nueva Ecija

***Facility Management and Field Operations Division***
Rice Competitiveness Enhancement Fund - Mechanization Program
**Design and Build of Drying System II Warehouse - 2026 Fund (Rebidding)**

| FCA/LGU Name | Address | Chairman | Contact Number | Allocated Machinery Drying System II Warehouse |
|---|---|---|---|---|
| **FUND SOURCE: 2026** | | | | **11** |
| REGION II | | | | 5 |
| CAGAYAN | | | | 5 |
| District I | | | | 3 |
| Alcala | | | | 1 |
| Municipal Local Government Unit of Alcala | Piggatan, Alcala, Cagayan | MR. VINCENT C. ESPEJO | 9171403930 | 1 |
| Baggao | | | | 1 |
| Municipal Local Government Unit of Baggao | Awallan, Baggao, Cagayan | Ghiner E. Manding | 9771274782 | 1 |
| Buguey | | | | 1 |
| Municipal Local Government Unit of Buguey | Tabbac, Buguey, Cagayan | MAY JOCELYN JOAN T. LEE | 9776738082 | 1 |
| District II | | | | 1 |
| Piat | | | | 1 |
| Municipal Local Government Unit of Piat | Baung, Piat, Cagayan | MS. MARIDETH L. MARAMAG -OIC | 9178258559 | 1 |
| District III | | | | 1 |
| Tuao | | | | 1 |
| Municipal Local Government Unit of Tuao | Lakambini, Tuao, Cagayan | Vicilo L. Tubban | 9275105010 | 1 |
| REGION III | | | | 1 |
| Zambales | | | | 1 |
| 2nd District | | | | 1 |
| Botolan | | | | 1 |
| Municipal Local Government Unit of Botolan | Poblacion, Botolan, Zambales | Hon. June Omar Ebdane | 0919 077 2913 (MA) | 1 |
| REGION VI | | | | 4 |
| ILOILO | | | | 3 |
| 1stILOILO District | | | | 1 |
| Tigbauan | | | | 1 |
| Dorong-an Farmers Association | Brgy. Dorong-an, Tigbauan, Iloilo | Patrico Toleno | 0918-294-5247 | 1 |
| 3rdILOILO District | | | | 1 |
| Janiuay | | | | 1 |
| Municipal Local Government of Janiuay | Poblacion, Janiuay, Iloilo | Paulino M. Parian | 9612734719 | 1 |
| 4thILOILO District | | | | 1 |
| Dumangas | | | | 1 |
| Municipal Local Government of Dumangas | Poblacion, Dumangas, Iloilo | Bryan Biron/Eugenio DelCastillo | 0928-630-6801 | 1 |
| GUIMARAS | | | | 1 |
| LoneGuimaras District | | | | 1 |
| Jordan | | | | 1 |
| Provincial Local Government Unit of Guimaras | Jordan, Guimaras | Alvin Nava-Provincial Agriculturist | 0917-888-5965 | 1 |
| NIR | | | | 1 |
| Negros Occidental | | | | 1 |
| District VI | | | | 1 |
| Kabankalan City | | | | 1 |
| City Local Government Unit of Kabankalan | Talubangi, Kabankalan City, Negros Occidental | Mayor: Hon. Benjie M. Miranda | CA: Ricky Muscosa - 09182398394 | 1 |

## ANNEX B. CONTACT PERSONS

| Area | Contact Person | Contact Number |
|---|---|---|
| **Luzon A Cluster** (Regions I & III) | Engr. Marites B. Sobrevilla | 0993-742-7937 |
| **Luzon B Cluster** (CAR & Region II) | Engr. Jarrel S. Oting | 0907-159-5967 |
| **Luzon C Cluster** (Regions IV-A, IV-B, & V) | Engr. Jhon Mark C. Licot | 0917-187-4413 |
| **Visayas A Cluster** (Region VI & NIR) | Engr. Katherine N. Casiano | 0930-907-9389 |
| **Visayas B Cluster** (Regions VII & VIII) | Engr. Keenen Jake G. Tenedero | 0935-810-5453 |
| **Mindanao A Cluster** (Regions IX, X & XIII) | Engr. Ian D. Madjus | 0917-885-5737 |
| **Mindanao B Cluster** (Region XI, XII & BARMM) | Engr. Keith Marlou B. Guimary | 0936-726-9765 |

# ANNEX C. SAMPLE FORMS

**(PROJECT TITLE)**
*(PROJECT REFERENCE NUMBER)*

| **Lot no/s. being bid:** | **Name and Signature of Authorized Representative:** |
|---|---|
| _____ | _____ |

**Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any and delivered but not yet inspected and accepted**

| Name of the contract | Date of the contract | Contract duration | Owner's name and address | Nature of work | Contractor's role* and percentage of participation | Total contract value at award | Date of completion or estimated completion time | % of planned and actual accomplishments | Value of outstanding works |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**CERTIFIED CORRECT:**

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

**(PROJECT TITLE)**
*(PROJECT REFERENCE NUMBER)*

| **Lot no/s. being bid:** | **Name and Signature of Authorized Representative:** |
|---|---|
| _____ | _____ |

**Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of Submission and Receipt of Bids**

| Name of the contract | Date of the contract | Contract duration | Owner's name and address | Nature of work | Contractor's role and percentage of participation | Total contract value at award | Date of completion |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

**CERTIFIED CORRECT:**

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

**(PROJECT TITLE)**
*(PROJECT REFERENCE NUMBER)*

| **Lot no/s. being bid:** | **Name and Signature of Authorized Representative:** |
|---|---|
| _____ | _____ |
| Total ABC (₱) of all the Lots being Bid: | **PhP**_____ |

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**
**(Please show figures at how you arrived at the NFCC)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is **Philippine Peso** _____ **(₱** _____) which is at least equal to the ceiling price we are bidding. The amount is computed as follows:

| | | | |
|---|---|---|---|
| **CA** | = | Current Assets | ₱ |
| **Less:** | | | - |
| **CL** | = | Current Liabilities | |
| | | **Sub Total 1** | ₱ |
| | | | **X 15** |
| | | **Sub Total 2** | ₱ |
| **Less:** | | | - |
| C | = | value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project | ₱ |
| | | **NFCC** | ₱ |

Issued this _____ day of _____, 2025.

_____
Name & Signature of Authorized Representative

_____
Position

_____
Date

**Notes:**

1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of the outstanding or uncompleted contracts refers to those listed in the Statement of All Ongoing Government and Private Contracts, Including contracts awarded but not yet started.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC must be at least be equal to the ABC of the Project

**ANNEX C. CHECKLIST OF REQUIREMENTS**

**First Envelope – Technical and Eligibility Documents**

1. PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR;
2. PCAB License and Registration, in case of Joint Venture (JV);
3. Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
4. *Relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers;*
5. Statement of the Bidder's SLCC, in accordance with ITB Clause 5.5.
    5.1 Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least satisfactory in the CPES, or a similar performance and monitoring system, or an equivalent document in case of private sector.
6. NFCC computation in accordance with ITB Clause 5.6;
7. Joint Venture Agreement (JVA), if applicable;
8. Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
9. Project Requirements, which shall include the following:
    9.1 Organizational chart of the personnel to be deployed for the procurement project to be bid;
    9.2 List of Contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the procurement project to be bid, with their complete qualifications and experience data. These personnel must meet the required minimum years of experience set in the BDS;
    *9.3 Valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.*
    9.4 List of Contractor's major equipment units which are owned, leased, or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor or vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the BDS; and
    *9.5 Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity;*
    *9.6 Design and construction methods;*
    *9.7 List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data;*
    *9.8 Value engineering analysis of design and construction method.*
    9.9 Omnibus Sworn Statement in accordance with Section 54.3 of the IRR. (in prescribed form)
        9.9.1 Declaration of Beneficial Ownership

**Second Envelop – Financial Bid Form**

1. Original of duly signed and accomplished Financial Bid Form (in prescribed format)
    1.1 Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form;
    1.2 Bill of Quantities
    1.3 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;
    1.4 Cash flow by the quarter and payments schedule