BID DOCUMENTS

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REPAIR OF R.C. WHARF, MOORING AND FENDERING SYSTEM AND BACK-UP AREA, PORT OF CORON, CORON, PALAWAN

PPA-PMO-PALAWAN-BAC

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PORT MANAGEMENT OFFICE – PALAWAN
PPA Administrative Building, Port Area
Port Area, Brgy. Bagong Pag-asa, Puerto Princesa City, Palawan
Telefax. Nos. (048) 434-4881, Email address: pmopalawanbac@gmail.com

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A. GENERAL

1. SCOPEOFBID

1.1The Procuring Entityasdefinedinthe **BDS**,invitesbidsfortheconstruction ofWorks, asdescribedin VI.Specifications.

1.2 The name, identification, and number of lots specific to this bidding are providedinthe **BDS**.Thecontractingstrategyandbasisofevaluationoflots is describedin**ITB** Clause27.

1.3Thesuccessfulbidderwillbeexpectedtocompletethe Worksbytheintended completiondatespecifiedin **SCC**Clause 1.17.

2. SOURCEOFFUNDS

TheProcuringEntityhasabudgetorreceivedfundsfromtheFundingSource namedinthe **BDS**,andintheamountindicatedinthe **BDS**. Itintendstoapplypart ofthefundsreceivedfortheProject,asdefinedinthe **BDS**,tocovereligible paymentsunder theContractfor theWorks.

3. CORRUPT,FRAUDULENT,COLLUSIVE,ANDCOERCIVEPRACTICES

3.1. UnlessotherwisespecifiedintheBDS,theProcuringEntity,aswellas bidders andcontractors,shallobservethe higheststandardofethicsduring theprocurement andexecutionofthecontract. Inpursuanceofthis policy, theFunding Source:

(a) defines,forpurposesofthisprovision,thetermssetforthbelowas follows:

(i) "corruptpractice"meansbehavioronthepartofofficialsinthe public or private sectors by which they improperly and unlawfully enrichthemselves,others,orinduceotherstodoso, by misusingthepositioninwhichthey areplaced,andincludes theoffering,giving,receiving,orsolicitingofanythingofvalue toinfluencetheaction ofany suchofficialintheprocurement processorincontractexecution;entering,on behalf ofthe ProcuringEntity,intoany contractortransactionmanifestly and grossly disadvantageoustothesame,whetherornot thepublic officer profited or will profit thereby, and similar acts as providedinRepublic Act 3019;

(ii) "fraudulent practice" means a misrepresentation of facts in ordertoinfluenceaprocurementprocess ortheexecutionofa contracttothedetrimentoftheProcuring Entity,andincludes collusivepracticesamong Bidders(priortoorafterBid submission)designedtoestablishbid pricesatartificial,non-competitivelevelsandtodeprivetheProcuringEntity ofthe benefits offreeandopencompetition;

(iii) “collusivepractices”means aschemeorarrangementbetween twoormorebidders, withorwithouttheknowledgeofthe Procuring Entity,designedtoestablishbid pricesatartificial, non-competitivelevels; and

(iv) “coercivepractices” meansharming or threatening toharm, directlyorindirectly,persons,ortheirpropertytoinfluencetheir

participationinaprocurementprocess,oraffecttheexecution ofacontract;

(v) “obstructive practice” is

(aa) deliberatelydestroying,falsifying,alteringorconcealing ofevidence materialtoanadministrativeproceedingsor investigationor makingfalsestatementstoinvestigators inorder tomateriallyimpededanadministrative proceedingsorinvestigationoftheProcuringEntityor any foreigngovernment/foreignorinternationalfinancing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassingorintimidatinganypartyto preventitfrom disclosingitsknowledgeofmattersrelevant to the administrativeproceedingsorinvestigationor from pursuingsuchproceedings or investigation;or

(bb) actsintendedto materially impedetheexerciseofthe inspectionand auditrightsoftheProcuringEntity or any foreigngovernment/foreignorinternational financing institution herein.

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practicesincompetingfor theContract;and

(c) willdeclareafirmineligible,eitherindefinitely orforastated periodof time,to be awardedContractfundedby theFundingSourceifit atany timedeterminesthatthefirmhasengagedincorruptor fraudulent practicesincompetingor, orinexecuting,aContract fundedbythe FundingSource.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicablelaws on individuals and organizations deemed to be involved in any of the practicesmentionedin**ITB** Clause3.1(a).

3.3. Furthermore,theFundingSourceandthe ProcuringEntityreserve therightto inspect andauditrecordsand accounts ofa contractorinthe biddingfor and performanceofacontractthemselves or throughindependentauditors as reflectedintheGCC Clause34.

4. CONFLICTOFINTEREST

4.1. All bidders found to have conflicting interests shall be disqualified to participateintheprocurementathand,withoutprejudicetotheimposition of appropriate administrative,civil,andcriminalsanctions.A Bidder may be consideredtohaveconflictinginterestswithanotherBidderinany ofthe eventsdescribedinparagraphs(a)through(c) andageneralconflict of interestin any ofthecircumstancessetout inparagraphs(d)through(g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) ABidderreceivesorhasreceivedany directorindirectsubsidyfrom anyotherBidder;

(c) ABidderhasthesamelegalrepresentativeasthatofanotherBidder for purposesofthis Bid;

(d) ABidderhasarelationship,directlyorthroughthirdparties,thatputs theminapositiontohaveaccesstoinformationaboutorinfluence on the bid of another Bidder or influence the decisions of the ProcuringEntityregardingthis biddingprocess;

(e) A Bidder submits more than one bid in this bidding process. However,thisdoesnotlimittheparticipationof subcontractorsin morethanonebid;

(f) ABidderwhoparticipatedasaconsultantinthepreparationofthe designortechnicalspecificationsofthegoodsandrelatedservices thatare thesubject ofthe bid; or

(g) ABidderwholends,ortemporaryseconds,itspersonneltofirmsor organizations which are engaged in consulting services for the preparationrelatedto procurement for orimplementationof the project,ifthepersonnelwouldbeinvolvedinany capacity on the sameproject.

4.2. InaccordancewithSection47oftheIRRofRA9184,allBiddingDocuments shallbeaccompaniedbyaswornaffidavitoftheBidderthatitisnotrelated to theHeadofthe ProcuringEntity(HoPE), members ofthe Bidsand Awards Committee(BAC),membersoftheTechnical WorkingGroup(TWG), members oftheBAC Secretariat,theheadoftheProjectManagementOffice (PMO)ortheend-userunit,andtheprojectconsultants,by consanguinityor affinity uptothethirdcivildegree.Onthe part ofthe bidder,thisClauseshall applytothefollowingpersons:

(a) IftheBidderisanindividualorasoleproprietorship,totheBidder himself;

(b) If the Bidder is apartnership,to allits officersandmembers;

(c) IftheBidderisacorporation,toallitsofficers,directors,andcontrolling stockholders; and

(d) If the Bidder is a cooperative, to all its officers, directors, and controllingshareholders or members;and

(e) Ifthe Bidder is ajointventure (JV), the provisions ofitems (a), (b),(c)or (d)ofthis Clauseshallcorrespondinglyapply toeachofthemembers of thesaidJV,asmaybeappropriate.

Relationshipofthenaturedescribedaboveorfailuretocomplywiththis Clausewill result in theautomatic disqualificationofa Bidder.

5. ELIGIBLEBIDDERS

5.1 Unlessotherwiseindicatedinthe **BDS**,thefollowing personsshallbeeligible toparticipateinthis Bidding:

(a) DulylicensedFilipinocitizens/sole proprietorships;

(b) PartnershipdulyorganizedunderthelawsofthePhilippines,andof whichatleastseventyfivepercent(75%)oftheinterestbelongsto citizens ofthe Philippines;

(c) Corporationdulyorganizedunderthelawsofthe Philippines,andof whichatleastseventyfivepercent(75%)oftheoutstandingcapital stock belongs tocitizens ofthePhilippines;

(d) Cooperatives dulyorganized under thelaws ofthePhilippines.

(e) Persons/entitiesformingthemselvesintoaJV,i.e.,agroupoftwo(2) or morepersons/entitiesthatintendto bejointly andseverally responsibleorliableforaparticularcontract: Provided,however,that, inaccordancewithLetterofInstructions No.630,Filipinoownershipor interestofthejointventureconcernedshall beatleastseventy five percent(75%):Provided, further,thatjointventuresinwhichFilipino ownershiporinterestislessthanseventyfivepercent(75%)may be eligiblewherethestructurestobebuiltrequiretheapplication of techniques and/or technologieswhicharenotadequately possessed by aperson/entity meetingtheseventy fivepercent(75%)Filipino ownership requirement: Provided, finally, that in the latter case, Filipinoownershiporinterestshallnotbelessthantwenty fivepercent (25%).ForthispurposeFilipinoownershiporinterestshallbebased onthecontributionsofeachofthe members ofthejointventure as specifiedin theirJVA.

5.2. The ProcuringEntitymayalsoinviteforeignbidderswhenprovidedfor underanyTreatyorInternationalorExecutiveAgreementasspecifiedin the **BDS**.

5.3. GovernmentOwnedorControlledCorporations(GOCCs)maybeeligibleto participateonly ifthey canestablishthatthey (a)arelegally andfinancially autonomous,(b) operateundercommercial law,and(c)are notattached agenciesofthe ProcuringEntity.

5.4. (a)TheBiddermusthaveanexperienceofhavingcompletedaSingle Largest Completed Contract (SLCC) that is similar to this Project, equivalenttoatleast fifty percent(50%)oftheABCadjusted,ifnecessary, bytheBiddertocurrentpricesusingthePhilippineStatisticsAuthority (PSA)consumerpriceindex. However,contractorsunderSmallAand SmallBcategorieswithoutsimilar experienceonthecontracttobe bidmay beallowedtobidifthe costofsuchcontractis notmorethantheAllowable Range of Contract Cost (ARCC) of their registration based on the guidelines asprescribed bythePCAB.

(b)For foreign-funded Procurement, the Procuring and the foreign government/foreign or international financing institution may agree on another trackrecord requirement, as specifiedinthe **BDS**.

Forthispurpose,contractssimilartotheProjectshallbethosedescribedin the **BDS**.

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated asfollows:

NFCC=[(Currentassetsminuscurrentliabilities)(K)]minusthevalueof all outstanding or uncompletedportionsoftheprojects under ongoing contracts,includingawardedcontractsyettobestartedcoincidingwith thecontractfor this Project.

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

The values of the bidders current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronics Filing and Payment System (EFPS)

6. BIDDERS'SRESPONSIBILITIES

6.1. The Bidder or its duly authorized representative shall submit a sworn statementintheformprescribedinSectionIX.BiddingFormsasrequiredin **ITB** Clause12.1(b)(iii).

6.2. The Bidder is responsiblefor thefollowing:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Havingacknowledgedallconditions,localorotherwise,affectingthe implementationofthecontract;

(c) Havingmadeanestimateofthefacilitiesavailableandneededforthe contractto bebid,if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/BidBulletin/sas providedunder**ITB**Clause 10.4.

(e) Ensuringthatitisnot"blacklisted"orbarredfrombiddingbytheGoP orany ofits agencies,offices,corporations,orLGUs,includingforeign government/foreign or international financing institution whose blacklistingrules havebeenrecognized bythe GPPB;

(f) Ensuringthat eachof the documents submittedinsatisfactionofthe biddingrequirementsisanauthenticcopyoftheoriginal,complete, andallstatements andinformation providedtherein aretrue and correct;

(g) AuthorizingtheHoPEoritsdulyauthorizedrepresentative/stoverify allthedocumentssubmitted;

(h) Ensuringthatthesignatory istheduly authorizedrepresentativeofthe Bidder, and granted full power and authority to do, execute and performanyandallactsnecessarytoparticipate,submitthebid,and tosignand executetheensuingcontract, accompaniedby the duly notarizedSpecial Power ofAttorney,Board/PartnershipResolution,or Secretary's Certificate, whichever is applicable;

(i) Complyingwiththe disclosureprovisionunderSection47ofRA9184 anditsIRRinrelationto other provisions ofRA 3019;

(j) Complying with existing labor laws and standards, in the case of procurementofservices.Moreover, bidder undertakesto:

(i) Ensuretheentitlementofworkerstowages,hoursofwork, safety andhealthandother prevailingconditionsofworkas established by national laws,rulesandregulations; orcollective bargainingagreement;or arbitrationaward,ifandwhen applicable.

Incase there isafindingby the ProcuringEntityor theDOLEof underpayment or non-paymentofworkers'wageandwage-relatedbenefits,bidder agreesthattheperformancesecurity or portion ofthecontractamountshall bewithheldin favor ofthe complaining workers pursuant to appropriateprovisionsof RepublicActNo. 9184withoutprejudiceto theinstitution of appropriateactionsunderthe LaborCode, asamended,and other social legislations.

(ii) Complywithoccupationalsafetyandhealthstandardsandto correct deficiencies,ifany.

In case of imminent danger, injury or death of the worker, bidder undertakestosuspendcontractimplementationpending clearancetoproceed fromtheDOLERegionalOfficeandto complywithWorkStoppage Order;and

(iii) Informtheworkersoftheirconditionsofwork,laborclauses underthecontractspecifyingwages,hours ofworkandother benefitsunderprevailingnationallaws,rulesandregulations; orcollectivebargaining agreement; or arbitrationaward,ifand whenapplicable,throughposting intwo(2)conspicuous places intheestablishment'spremises; and

(k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount,fee, orany formofconsideration, pecuniary or otherwise,toany personorofficial,personnelorrepresentativeofthe ProcuringEntity;

Failuretoobserveanyoftheaboveresponsibilitiesshallbeattheriskofthe Bidder concerned.

6.3.The Bidder,bytheactofsubmittingits bid,shall bedeemedtohaveinspected thesite anddeterminedthegeneralcharacteristicsofthecontract works and theconditions forthisProjectandexamineallinstructions,forms,terms,and projectrequirementsintheBiddingDocuments.

6.4. Itshallbe thesoleresponsibilityofthe prospectivebiddertodetermine andto satisfyitselfbysuchmeansasitconsiders necessary ordesirableastoall matterspertaining tothisProject, including:(a)the location and the nature of thecontract,project, orwork;(b)climaticconditions;(c)transportation facilities;(c)nature andconditionoftheterrain,geologicalconditions atthe sitecommunicationfacilities,requirements,locationandavailability of construction aggregates and other materials, labor, water, electric powerand accessroads; and(d) other factorsthatmay affectthecost,duration and execution or implementation ofthecontract, project, or work.

6.5. TheProcuringEntityshallnotassumeany responsibilityregardingerroneous interpretationsorconclusionsbytheprospectiveoreligiblebidderoutofthe datafurnishedbytheprocuringentity.However,theProcuringEntityshall ensure that all information in the Bidding Documents, including supplemental/bidbulletinsissuedare correctandconsistent.

6.6. Beforesubmittingtheirbids,theBidders aredeemedto havebecome familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which mayaffectthecontractinany way.

6.7. The Bidders shall bear all cost associated with the preparation and submissionofhis bid, andthe Procuring Entitywillinnocase beresponsible orliableforthosecosts,regardlessoftheconduct or outcomeofthebidding process.

6.8. BiddersshouldnotethattheProcuringEntitywillonlyacceptbidsonlyfrom thosethathavepaidtheapplicablefeefortheBiddingDocumentsatthe OfficeindicatedintheInvitation toBid.

7. ORIGINOFGOODSANDSERVICES

ThereisnorestrictionontheoriginofGoods,orContractingofWorksorServices otherthanthoseprohibitedbyadecisionoftheUnitedNationsSecurityCouncil takenunder Chapter VIIoftheCharteroftheUnitedNations.

8. SUBCONTRACTS

8.1. Unlessotherwisespecifiedinthe **BDS**,theBiddermaysubcontractportionsof theWorksto anextent asmay be approvedby theProcuringEntity andstated inthe **BDS**.However, subcontracting of anyportionshall notrelieve the Bidder from anyliabilityor obligation thatmayarisefrom thecontractfor thisProject.

8.2. SubcontractorsmustsubmitthedocumentaryrequirementsunderITBClause 12andcomply withtheeligibility criteriaspecifiedinthe **BDS**.In theeventthat any subcontractorisfoundby theProcuringEntitytobeineligible,the subcontracting ofsuchportion oftheWorksshallbedisallowed.

8.3. TheBiddermayidentifythesubcontractortowhomaportionoftheWorkswill besubcontracted at any stageofthe bidding process orduringcontract implementation.Ifthe Bidderoptstodisclosethe name ofthesubcontractor during bidsubmission,the Biddershallincludetherequireddocumentsas part ofthetechnical componentofitsbid.

B. CONTENTS OFBIDDING DOCUMENTS

9. PRE-BIDCONFERENCE

9.1.(a) Ifsospecifiedin the **BDS**,apre-bidconferenceshallbeheldatthe venueandonthedateindicatedtherein,toclarifyandaddresstheBidders' questions onthetechnical andfinancial componentsofthisProject.

(b)*Thepre-bidconferenceshallbeheldatleasttwelve(12)calendardays beforethedeadlineforthesubmissionofandreceiptofbid, but notearlier thanseven(7)calendardays from thepostingoftheInvitationtoBid/Bidding DocumentsinthePhilGEPSwebsite.Ifthe ProcuringEntitydeterminesthat, byreasonofthemethod, nature,orcomplexityofthecontract to bebid,or wheninternational participation will bemore advantageoustothe GOP,a longer periodfor the preparation of bidsis necessary, the pre-bidconference shallbeheld atleast(30)calendar daysbeforethedeadlineforthe submission andreceiptof bids, asspecifiedinthe **BDS**.*

9.2. Biddersareencouragedtoattendthepre-bidconferencetoensurethatthey fullyunderstandtheProcuringEntity'srequirements.Non-attendanceofthe Bidderwillinnowayprejudiceitsbid;however,theBidderisexpectedto

know the changes and/or amendments to the Bidding Documents as recordedin the minutesofthepre-bidconferenceandtheSupplemental/Bid Bulletin. The minutes ofthepre-bidconferenceshall berecordedand prepared notlater thanfive(5)calendardaysafterthe pre-bidconference. Theminutesshallbemadeavailabletoprospectivebiddersnotlaterthan five(5) days uponwrittenrequest

9.3. DecisionsoftheBACamendinganyprovisionofthebiddingdocumentsshall beissuedinwritingthroughaSupplemental/BidBulletinatleastseven(7) calendar days before thedeadlinefor thesubmissionandreceipt of bids.

10. CLARIFICATIONANDAMENDMENT OFBIDDINGDOCUMENTS

10.1. Prospectivebiddersmayrequestforclarification(s)onand/orinterpretationof any partoftheBiddingDocuments.Sucharequestmustbeinwriting and submittedtotheProcuringEntityattheaddressindicatedinthe **BDS**atleast ten(10)calendar daysbeforethedeadlinesetforthesubmission andreceipt ofBids.

10.2. TheBACshallrespondtothesaidrequestbyissuingaSupplemental/Bid Bulletin,tobemade availabletoallthosewhohaveproperly securedthe BiddingDocuments,at leastseven(7)calendar daysbeforethedeadline for thesubmissionandreceiptofBids.

10.3. Supplemental/BidBulletinsmayalsobeissuedupontheProcuringEntity's initiative forpurposesofclarifyingormodifyingany provisionoftheBidding Documents notlaterthanseven(7)calendar daysbeforethedeadline forthe submissionandreceiptofBids. Any modificationtotheBiddingDocuments shallbeidentified as anamendment.

10.4. AnySupplemental/BidBulletinissuedbytheBACshallalsobepostedinthe PhilGEPSandthewebsiteoftheProcuringEntityconcerned,ifavailable, and at any conspicuousplacein the premisesoftheProcuringEntity concerned.Itshall be theresponsibility ofallBidderswhohaveproperly secured the BiddingDocuments to inquire and secure Supplemental/Bid Bulletinsthat may beissued by theBAC. However,Bidderswhohave submittedbids beforetheissuanceoftheSupplemental/BidBulletin mustbe informedandallowedtomodify orwithdraw theirbidsinaccordancewith**ITB** Clause23.

C. PREPARATION OF BIDS

11. LANGUAGEOFBIDS

Theeligibilityrequirementsorstatements,thebids,andallotherdocumentstobe submitted to the BAC must be in English. If the eligibility requirements or statements,the bids, and all other documentssubmittedtotheBACarein foreign languageotherthanEnglish,itmustbe accompaniedby atranslationofthe documentsinEnglish.Thedocumentsshall betranslated bytherelevantforeign governmentagency,the foreigngovernmentagencyauthorizedtotranslate documents,oraregisteredtranslatorinthe foreignbidder'scountry;andshall be authenticatedbytheappropriate Philippine foreignservice establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.TheEnglishtranslationshallgovern,forpurposesofinterpretationof thebid.

11.1 No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.

12. DOCUMENTSCOMPRISINGTHEBID:ELIGIBILITYANDTECHNICALCOMPONENTS

12.1. “Unlessotherwiseindicatedinthe **BDS**,thefirstenvelopeshallcontainthe followingeligibilityandtechnical documents:

(a) EligibilityDocuments–

Class"A"Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordancewithSection8.5.2oftheIRR, exceptfor foreign biddersparticipatingin theprocurement by aPhilippineForeign ServiceOffice orPost,whichshallsubmittheir eligibility documents under Section23.1oftheIRR, provided,thatthe winningbidder shall registerwiththePhilGEPSin accordance with Section37.1.4 ofthe IRR;

(ii) Statementofallitsongoinggovernmentandprivatecontracts, including contracts awardedbutnotyetstarted,ifany,whether similar or notsimilar innatureandcomplexitytothecontractto be bid;and

StatementoftheBidder’sSLCCsimilartothecontracttobe bid,inaccordancewith ITBClause 5.4.

Thetwostatementsrequiredshallindicateforeachcontractthe following:

(ii.1) name ofthecontract;

(ii.2) date ofthecontract;

(ii.3) contractduration;

(ii.4) owner’s nameandaddress;

(ii.5) nature ofwork;

(ii.6) contractor’s role(whether solecontractor,subcontractor, or partner ina JV) andpercentage of participation;

(ii.7) total contractvalue at award;

(ii.8) date ofcompletion or estimatedcompletiontime;

(ii.9) total contractvalue atcompletion,ifapplicable;

(ii.10) percentagesofplanned& actualaccomplishments,if applicable;

(ii.11) valueof outstandingworks, ifapplicable;

ThestatementoftheBidder’sSLCCshallbesupportedbythe Noticeof Awardand/orNoticeto Proceed,ProjectOwner’s CertificateofFinalAcceptanceissued by theOwnerotherthan theContractor or theConstructors PerformanceEvaluation System(CPES)FinalRating,whichmustbe atleast satisfactory.Incase ofcontractswiththeprivatesector, an equivalent documentshallbesubmitted;

(iii) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the typeandcost ofthecontractfor this Project;

(iv) NFCCcomputationinaccordancewithITBClause 5.5;

Class"B"Document:

(v) If applicable, Joint VentureAgreement (JVA) in accordance withRA 4566.

Technical Documents–

(i) Bidsecurityasprescribedin**ITB**Clause18.IftheBidderopts tosubmitthebidsecurityin theformof:

(i.1) abankdraft/guaranteeoranirrevocableletterofcredit issuedbyaforeignbank,itshallbeaccompaniedbya confirmationfrom aUniversal or CommercialBank;or

(i.2) asuretybondaccompanied bya certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) ProjectRequirements,whichshallincludethefollowing:

(i.1) Organizational chartfor thecontracttobebid;

(ii.2) Listof contractor'spersonnel (*e.g.,*ProjectManager, Project Engineers, Materials Engineers, and Foremen),tobeassignedtothecontracttobebid, with their complete qualification and experience data. Thesepersonnel mustmeet therequired minimum years ;of experiencesetinthe **BDS**; and

(ii.3) Listofcontractor'smajorequipment units,whichare owned,leased, and/or underpurchaseagreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendorforthedurationoftheproject,asthe case may be, which must meet the minimum requirementsfor thecontractsetinthe **BDS;**and

(iii) SwornstatementinaccordancewithSection 25.3 oftheIRR of RA9184andusingthe form prescribedinSectionIX.Bidding Forms.

13. DOCUMENTS COMPRISING THE BID :FINANCIAL COMPONENT

13.1.Thefinancial componentofthe bidshallcontainthefollowing:

(a) FinancialBidForm,whichincludesbidpricesandthebillofquantities, in accordance inaccordancewith**ITB** Clauses 15.1 and15.3;and

(b) Anyotherdocumentrelatedtothefinancialcomponentofthebidas statedinthe **BDS**.

13.2.(a)Unlessotherwisestated inthe **BDS**,allBidsthatexceedtheABCshall notbeaccepted.

(b)Unlessotherwiseindicatedinthe **BDS**,forforeign-fundedprocurement,a ceilingmaybeappliedtobidpricesprovidedthefollowingconditionsare met:

(i) Bidding Documents are obtainable free of charge on a freely accessiblewebsite. Ifpayment ofBiddingDocumentsisrequired by theprocuringentity,paymentcouldbemadeuponthesubmission ofbids.

(ii) Theprocuringentityhasproceduresinplacetoensurethatthe ABC is based onrecent estimatesmade bythe engineer or tothe responsibleunitofthe procuring entity andthattheestimatesare basedonadequate detailed engineering(inthecase of infrastructureworks)andreflectthequality,supervisionandrisk andinflationary factors,aswellasprevailingmarketprices, associatedwith thetypes ofworks or goods to beprocured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzingbid variances. Inthecaseofinfrastructure projects,theprocuring entity mustalsohavetrainedquantity surveyors.

(iv) Theprocuring entityhasestablishedasystemtomonitorandreport bid prices relative to ABC and engineer's/procuring entity's estimate.

(v) Theprocuringentityhasestablishedamonitoringandevaluation systemforcontractimplementationtoprovideafeedbackonactual total costsofgoodsandworks.

14. ALTERNATIVEBIDS

14.1. AlternativeBidsshallberejected.Forthispurpose,alternativebidisanoffer madebyaBidderinadditionorasasubstitutetoitsoriginalbidwhichmay beincludedas part ofitsoriginalbid orsubmittedseparately therewithfor purposesof bidding.Abidwith optionsisconsidered an alternative bid regardlessofwhethersaidbid proposaliscontainedin asingleenvelope or submittedin two(2) ormore separate bidenvelopes.

14.2. BiddersshallsubmitoffersthatcomplywiththerequirementsoftheBidding Documents,includingthebasictechnical designasindicatedinthe drawings andspecifications. Unlessthereisavalueengineeringclauseinthe **BDS**, alternative bidsshall notbe accepted.

14.3. EachBiddershallsubmitonly oneBid,eitherindividually orasa partnerina JV. ABidderwhosubmitsor participatesinmorethan one bid(otherthan as asubcontractorifasubcontractorispermittedto participatein more thanone bid)will causeall theproposalswiththeBidder's participationtobe disqualified.Thisshallbewithoutprejudicetoanyapplicablecriminal,civil and administrativepenaltiesthat may beimposed uponthe personsand entities concerned.

15. BIDPRICES

15.1. ThecontractshallbeforthewholeWorks,asdescribedin**ITB**Clause0, based onthe priced Bill ofQuantities submitted bytheBidder.

15.2. TheBiddershallfillinratesandpricesforallitemsoftheWorksdescribedin theBillofQuantities. Bidsnotaddressingorprovidingallofthe required itemsintheBidding Documentsincluding,whereapplicable, bill ofquantities, shall beconsiderednon-responsiveand,thus,automatically disqualified.In this regard,wherea requireditemis provided, butno priceis indicated,the sameshallbeconsideredas non-responsive,butspecifyingazero(0)ora dash(-) forthesaiditemwouldmeanthatitisbeingofferedfor freetothe Government,exceptthoserequiredbylaworregulations tobe providedfor.

15.3. All duties, taxes, and other levies payable by the Contractor under the Contract,orfor anyothercause,priortothe deadlineforsubmissionofbids, shallbeincludedintherates,prices,andtotalbidpricesubmittedby the Bidder.

15.4. Allbidpricesforthegivenscopeofworkinthecontractasawardedshallbe consideredasfixedprices,andthereforenotsubjecttopriceescalation duringcontractimplementation, exceptunderextraordinary circumstances as specifiedin the**GCC**Clause48.Uponthe recommendation ofthe Procuring Entity,priceescalationmaybeallowedinextraordinarycircumstancesas may bedetermined by theNationalEconomicandDevelopmentAuthorityin accordancewiththeCivilCodeofthePhilippines,anduponapprovalby the GPPB.Furthermore,incases wherethecostoftheawardedcontractis affected by any applicablenew laws,ordinances,regulations,orotheractsof theGoP, promulgatedafterthedate ofbidopening, acontractprice adjustmentshallbe made orappropriatereliefshallbeapplied on anoloss- nogainbasis.

16. BIDCURRENCIES

16.1. AllbidpricesshallbequotedinPhilippinePesosunlessotherwiseprovided intheBDS.However,for purposesofbidevaluation,bids denominatedin foreigncurrenciesshallbeconvertedtoPhilippinecurrency basedonthe exchangerate prevailingonthedayofthe Bid opening.

16.2. IfsoallowedinaccordancewithITBClause16.1,theProcuringEntityfor purposesofbid evaluation andcomparingthe bid priceswillconvertthe amounts in various currencies in which the bid price is expressed to PhilippinePesosattheexchangerateaspublishedinthe*Bangko Sentralng Pilipinas*(BSP) referencerate bulletinon thedayofthe bid opening.

16.3. Unless otherwisespecifiedin the BDS, paymentofthecontract priceshallbe madeinPhilippinePesos.

17. BIDVALIDITY

17.1. Bidsshallremain validfortheperiodspecifiedin the BDSwhichshallnot exceed onehundredtwenty(120) calendar days from the date ofthe opening ofbids.

17.2. Inexceptionalcircumstances,priortotheexpirationofthebidvalidityperiod, theProcuringEntity may requestBidderstoextendtheperiodofvalidity of their bids.Therequest andtheresponsesshall bemadeinwriting.Thebid securitydescribedin**ITB**Clause18shouldalsobeextendedcorresponding

totheextensionofthebidvalidityperiodattheleast.ABiddermayrefuse therequestwithout forfeitingitsbidsecurity,buthis bidshall nolonger be consideredfor furtherevaluationandaward.ABiddergrantingtherequest shallnot berequired orpermittedtomodifyits bid.

18. BIDSECURITY

18.1.**ThebiddershallsubmitaB i d SecuringDeclarationoranyformofBid SecurityinanamountstatedintheBDS**whichshallbenotbelessthan the percentageoftheABC in accordancewith thefollowingschedule:

FormofBidSecurity	AmountofBidSecurity (Notless thanthePercentage of theABC)
(a) Cashorcashier's/manager'scheck, issued bya Universal orCommercial Bank *ForbiddingsconductedbyLGUs, the cashier's/manager'scheckmaybeissued by otherbankscertifiedby theBSP as authorized to issuesuchfinancialinstrument.*	Two percent (2%)
(b) Bankdraft/guaranteeorirrevocable letterofcreditissuedbyaUniversal or Commercial Bank: Provided, however,thatitshallbeconfirmed or authenticatedbyaUniversalor CommercialBank,ifissuedby a foreign bank. *Forbiddings conductedbyLGUs,theBank Draft/Guarantee,or irrevocableletterof creditmaybeissuedby other banks certified bytheBSP asauthorizedtoissue such financial instrument.*	
(c) Suretybondcallableupondemand issuedby asurety orinsurance company duly certified by the Insurance Commission as authorized to issuesuchsecurity;	Five percent (5%)

TheBidSecuringDeclarationmentionedaboveisanundertakingwhich states,amongothers,thatthebiddershallenterintocontract withthe procuringentityandfurnishtheperformancesecurityrequiredunder ITBClause32.2, withinten(10)calendar daysfromreceiptoftheNotice ofAward,and commitstopay thecorrespondingamount asfine,andbe suspendedforaperiod of timefrom being qualified to participatein any governmentprocurementactivity intheeventitviolatesany ofthe conditionsstatedthereinasprovidedintheguidelinesissuedby the GPPB.

18.2. Thebidsecurityshouldbevalidfortheperiodspecifiedinthe **BDS**. Anybid notaccompaniedbyanacceptablebidsecurityshallberejectedbythe ProcuringEntityas non-responsive.

18.3. Nobidsecuritiesshall bereturnedtobiddersaftertheopeningofbidsand beforecontractsigning,exceptto those thatfailedordeclaredaspost-disqualified,uponsubmissionofawrittenwaiveroftheirrighttofilearequest for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without

prejudiceonitsforfeiture,BidSecuritiesshallbereturnedonlyafterthe bidder withtheLowestCalculatedResponsiveBid(LCRB) has signedthe contractandfurnishedthePerformanceSecurity,butinnocaselaterthan theexpirationofthe Bid Security validityperiodindicatedin**ITB** Clause18.2.

18.4. Uponsigning andexecutionofthecontract, pursuanttto**ITB**Clause31,and thepostingoftheperformancesecurity,pursuantto **ITB**Clause32,the successfulBidder'sBidSecuritywillbedischarged,butinnocaselater than the BidSecurity validityperiod asindicatedin **ITB** Clause 18.2.

18.5. The bidsecuritymaybeforfeited:

(a) if a Bidder:

(i) withdrawsitsbidduringtheperiodofbidvalidityspecifiedin **ITB** Clause17;

(ii) doesnotacceptthecorrectionoferrorspursuanttto**ITB**Clause 27.3(b);

(iii) hasafindingagainsttheveracityoftherequireddocuments submitted inaccordancewith**ITB** Clause28.2;

(iv) submission of eligibility requirements containing false informationorfalsifieddocuments;

(v) submissionofbidsthatcontain falseinformationorfalsified documents,ortheconcealmentofsuchinformationinthebids inordertoinfluencetheoutcomeofeligibilityscreeningor any other stageofthepublic bidding;

(vi) allowingtheuseofone'sname,orusingthenameofanother for purposesof publicbidding;

(vii) withdrawalofabid,or refusaltoacceptanaward,orenterinto contract withtheGovernmentwithoutjustifiablecause, afterthe Bidderhadbeenadjustedas havingsubmitted theLCRB;

(viii) refusal or failure to post the required performance security withinthe prescribed time;

(ix) refusaltoclarify orvalidateinwritingitsbidduring post-qualificationwithinaperiodofseven(7)calendar daysfrom receiptoftherequestfor clarification;

(x) any documentattemptby abiddertounduly influencethe outcome ofthebiddingin hisfavor;

(xi) failureofthepotentialjointventurepartnerstoenterintothe jointventure after the bidis declaredsuccessful; or

(xii) all other actsthattend todefeatthepurpose ofthecompetitive bidding,suchas habitually withdrawingfrom bidding,submitting lateBidsor patently insufficient bid,foratleastthree(3)times withinayear, exceptfor validreasons.

(b) ifthesuccessful Bidder:

(i) fails tosignthecontractin accordancewith**ITB** Clause31;

(ii) failstofurnishperformancesecurityinaccordancewith **ITB** Clause32.

19. FORMATANDSIGNINGOFBIDS

19.1. Bidders shallsubmittheirbidsthroughtheirdulyauthorizedrepresentative usingtheappropriate formsprovidedinSectionIX.Bidding Formson or before the deadlinespecifiedin the**ITB** Clause21in two(2)separatesealed bidenvelopes,andwhichshall besubmittedsimultaneously. The firstshall containthetechnicalcomponentofthe bid,including the eligibility requirements under**ITB**Clause12.1,andthesecondshallcontainthe financialcomponent ofthe bid.Thisshall alsobe observedforeachlotin the caseoflotprocurement.

19.2. Formsasmentionedin**ITB**Clause19.1 mustbecompletedwithoutany alterationstotheirformat,andnosubstituteformshallbeaccepted.Allblank spaces shall befilledinwith theinformationrequested.

19.3. TheBiddershallprepareanoriginalofthefirstandsecondenvelopesas describedin**ITB**Clauses12and13. Inaddition,theBiddershallsubmit copiesofthefirst andsecondenvelopes. Intheeventofany discrepancy betweentheoriginal andthecopies,theoriginal shallprevail.

19.4. EachandeverypageoftheBidForm,includingtheBillofQuantities,under SectionIXhereof,shallbesignedbythedulyauthorizedrepresentative/sof the Bidder.Failure todososhallbeagroundfor therejectionofthebid.

19.5. Anyinterlineations,erasures,oroverwritingshallbevalidonlyiftheyare signed or initialed bythe dulyauthorizedrepresentative/softhe Bidder.

20. SEALINGANDMARKINGOFBIDS

20.1. Bidders shall enclose their original eligibility and technical documents describedin**ITB**Clause12,in onesealedenvelope marked“ORIGINAL-TECHNICALCOMPONENT”,andtheoriginaloftheir financialcomponentin another sealed envelope marked“ORIGINAL- FINANCIALCOMPONENT”, sealingthemallin an outer envelopemarked“ORIGINALBID”.

20.2. Eachcopyofthefirstandsecondenvelopesshallbesimilarlysealedduly marking the inner envelopes as “COPY NO. _____ - TECHNICAL COMPONENT”and“COPYNO. –FINANCIALCOMPONENT”andthe outer envelope as “COPY NO. ”, respectively. These envelopes containingtheoriginalandthecopiesshallthenbeenclosedinonesingle envelope.

20.3. TheoriginalandthenumberofcopiesoftheBidasindicatedinthe **BDS** shallbetypedorwrittenininkandshallbesignedbytheBidderoritsduly authorizedrepresentative/s.

20.4. Allenvelopes shall:

(a) contain thenameofthecontracttobe bidincapital letters;

(b) bear thenameandaddressoftheBidder incapitalletters;

(c) beaddressedtotheProcuringEntity’sBACinaccordancewith**ITB** Clause20.1;

(d) bearthespecificidentificationofthisbiddingprocessindicatedinthe **ITB**Clause1.2;and

(e) bearawarning“DONOTOPENBEFORE…”thedate andtimefor the opening ofbids,inaccordancewith**ITB** Clause21.

20.5. Ifbidsarenotsealedandmarkedasrequired,theProcuringEntitywill assume noresponsibility forthe misplacementor premature openingofthe bid.Bidenvelopesthatarenotproperlysealedandmarked,asrequiredin the biddingdocuments,shallnotbe rejected,buttheBidderoritsduly authorizedrepresentativeshall acknowledgesuch condition ofthebidas submitted.The BAC or the ProcuringEntityshallassume noresponsibilityfor the misplacementofthecontentsoftheimproperly sealedor markedbid,or for its prematureopening.

D. SUBMISSION AND OPENING OF BIDS

21. DEADLINEFORSUBMISSIONOFBIDS

BidsmustbereceivedbytheProcuringEntity’sBACattheaddressandonor beforethedate and timeindicatedinthe **BDS**.

22. LATEBIDS

Anybidsubmittedafterthedeadlineforsubmissionandreceiptofbidsprescribed bytheProcuringEntity,pursuantto**ITB**Clause21,shallbedeclared“Late”and shallnotbeacceptedbytheProcuringEntity.TheBACshallrecordintheminutes ofBidSubmission andOpening,theBidder’s name,itsrepresentativeandthetime thelate bidwas submitted.

23. MODIFICATIONANDWITHDRAWALOFBIDS

23.1. TheBiddermaymodifyitsbidafterithasbeensubmitted;providedthatthe modificationisreceivedby theProcuringEntity priortothedeadline prescribed for submission and receipt of bids. The Bidder shall not be allowedtoretrieveitsoriginal bid, butshall be allowedtosubmit another bid equallysealed andproperlyidentifiedin accordancewithClause 20,linked to itsoriginal bidmarkedas“TECHNICALMODIFICATION” or“FINANCIAL MODIFICATION” andstamped“received”by theBAC.Bidmodifications receivedaftertheapplicabledeadlineshall notbeconsideredandshallbe returned tothe Bidderunopened.

23.2. ABidder may,throughaLetterof Withdrawal,withdrawitsbidafterithas beensubmitted,forvalidandjustifiablereason; providedthattheLetter of Withdrawal is received by the Procuring Entity prior to the deadline prescribedforsubmissionandreceiptofbids.TheLetterof Withdrawalmust beexecutedby theauthorizedrepresentativeoftheBidderidentifiedinthe Omnibus Sworn Statement,acopyofwhichshouldbeattachedtotheletter.

23.3. Bidsrequestedtobewithdrawninaccordancewith**ITB**Clause23.1shall be returnedunopenedto the Bidders. A Bidder,whohas acquiredthebidding documentsmay alsoexpressitsintentionnottoparticipateinthebidding throughaletterwhichshouldreach and bestamped by theBAC beforethe deadlineforsubmissionandreceiptofbids. ABidderthatwithdrawsitsbid shallnotbepermittedtosubmitanotherbid,directlyorindirectly,forthe samecontract.

23.4. Nobidmaybemodifiedafterthedeadlineforsubmissionofbids.Nobidmay bewithdrawnintheintervalbetweenthedeadlineforsubmissionofbidsand

theexpirationoftheperiodofbidvalidityspecifiedbytheBidderonthe FinancialBidForm. Withdrawal ofabidduring thisintervalshall resultinthe forfeiture ofthe Bidder's bidsecurity,pursuanttoITBClause 18.5, andthe impositionofadministrative,civil,andcriminalsanctionsasprescribedbyRA 9184 anditsIRR.

24. **OPENINGANDPRELIMINARYEXAMINATIONOFBIDS**

24.1. TheBACshallopentheBidsinpublic,immediatelyafterthedeadlineforthe submissionandreceiptofbidsinpublic,asspecifiedinthe **BDS**.Incasethe Bidscannotbeopenedascheduledduetojustifiablereasons,theBAC shalltakecustody oftheBidssubmittedandrescheduletheopening ofBids onthe nextworking day oratthesoonest possibletimethroughtheissuance ofaNotice ofPostponementtobe postedin thePhilGEPSwebsiteandthe websiteofthe ProcuringEntityconcerned.

24.2. UnlessotherwisespecifiedintheBDS,theBACshallopenthefirstbid envelopes and determine eachBidder'scompliancewiththedocuments prescribedinITBClause12,usinganon-discretionary"pass/fail"criterion.If aBiddersubmitstherequireddocument,it shallberated"passed"forthat particularrequirement.Inthisregard, bidsthatfailtoinclude any requirement orareincompleteor patently insufficientshallbeconsidered as"failed". Otherwise, theBAC shallratethesaidfirst bid envelope as "passed".

24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwithopenthesecond bidenvelopeof eachremaining eligibleBidder whose firstbid envelopewasrated"passed."Thesecondenvelopeofeach complyingBiddershall beopenedwithinthesameday.Incaseoneor more oftherequirementsinthesecondenvelopeofa particular bid ismissing, incompleteorpatentlyinsufficient,and/orif the submitted totalbidprice exceedstheABCunlessotherwiseprovidedin **ITB**Clause13.2,theBAC shall ratethebidconcernedas"failed."Only bidsthat aredeterminedto containallthebidrequirements forbothcomponentsshall berated"passed" andshall immediatelybeconsideredfor evaluation andcomparison.

24.4. LettersofWithdrawalshallbereadoutandrecordedduringbidopening,and theenvelopecontainingthecorrespondingwithdrawnbidshallbereturned to the Bidderunopened.

24.5. AllmembersoftheBACwhoarepresentduringbidopeningshallinitial everypageoftheoriginal copiesof allbidsreceived andopened.

24.6. InthecaseofaneligibleforeignbidderasdescribedinITBClause**Error! Reference sourcenotfound.**,the followingClass"A"Documents may be substitutedwiththeappropriate equivalentdocuments,ifany,issuedby the countryoftheforeignbidderconcerned,whichshalllikewisebeuploaded andmaintainedinthePhilGEPSinaccordancewithSection8.5.2ofthe IRR.:

a) RegistrationcertificatefromtheSecuritiesandExchangeCommission (SEC),DepartmentofTradeandIndustry(DTI)forsoleproprietorship,or CDA for cooperatives;

b) Mayor's/Business permit issued by the local government where the principal placeof business oftheBidder is located;and

c) AuditedFinancialStatementsshowing,amongothers,theprospective Bidder'stotal andcurrent assetsandliabilitiesstamped"received"by the BureauofInternal Revenueoritsdulyaccreditedandauthorized institutions,for the precedingcalendaryearwhichshould not be earlier thantwoyears fromthe date ofbidsubmission.

24.7. Each partner ofajointventure agreementshalllikewisesubmit thedocument requiredin**ITB** Clause 12.1(a)(i).Submissionofdocumentsrequired under **ITB**Clauses1 2.1(a)(iv)byanyof thejointventurepartners constitutes compliance.

24.8. TheProcuringEntityshallpreparetheminutesoftheproceedingsofthebid openingthatshallinclude, asaminimum:(a)namesofBidders,theirbid price(per lot,ifapplicable,and/or including discount,ifany), bidsecurity, findingsofpreliminary examination, andwhether thereisawithdrawalor modification;and(b) attendancesheet.TheBAC membersshallsignthe abstract of bids asread.

24.9. TheBiddersortheirdulyauthorizedrepresentativesmayattendtheopening ofbids.TheBACshall ensuretheintegrity,security,andconfidentiality ofall submittedbids.The AbstractofBidsasreadandthe minutesoftheBid Openingshallbe madeavailable tothepublicuponwrittenrequestand paymentofaspecifiedfeetorecover costofmaterials.

24.10 Toensuretransparencyandaccuraterepresentationofthebidsubmission, the BACSecretariatshallnotifyinwriting allBidderswhose bidsithas receivedthroughits PhilGEPS-registered physicaladdressorofficiale-mail address. Thenoticeshall beissuedwithinseven(7)calendar daysfromthe date ofthebidopening.

E. EVALUATION AND COMPARISON OF BIDS

25. PROCESSTOBECONFIDENTIAL

25.1. Members of the BAC, including its staff and personnel, as well as its SecretariatandTWG, are prohibitedfrom makingor acceptinganykindof communicationwithanyBidderregarding the evaluation oftheir bids untilthe issuance ofthe Notice ofAward, unless otherwiseallowedin the case of**ITB** Clause26.

25.2. AnyeffortbyaBiddertoinfluencetheProcuringEntityintheProcuring Entity'sdecisioninrespectofbidevaluation,bidcomparisonorcontract award will result in therejection oftheBidder's Bid.

26. CLARIFICATIONOFBIDS

To assist in the evaluation, comparison and post-qualification of the bids, the ProcuringEntitymayaskinwritinganyBidderforaclarificationofitsbid. All responsestorequestsforclarificationshallbeinwriting.Anyclarificationsubmitted byaBidderinrespecttoitsbidandthatisnotinresponsetoarequestbythe ProcuringEntityshall notbeconsidered.

27. DETAILEDEVALUATIONANDCOMPARISONOFBIDS

27.1. TheProcuringEntitywillundertakethedetailedevaluation andcomparisonof BidswhichhavepassedtheopeningandpreliminaryexaminationofBids, pursuanttto**ITB** Clause 24,inorder to determine theLowestCalculatedBid.

27.2. TheLowestCalculated Bidshall bedeterminedin twosteps:

(a) The detailed evaluation of the financial component of the bids, to establishthecorrectcalculated pricesofthebids;and

(b) Therankingofthetotalbidpricesassocalculatedfromthelowestto highest. Thebidwiththelowestpriceshall beidentifiedastheLowest CalculatedBid.

27.3. The ProcuringEntity'sBACshallimmediatelyconductadetailedevaluation ofallbidsrated“passed,”usingnon-discretionary “pass/fail”criterion.The BAC shallconsiderthefollowingin the evaluationof bids:

(a) Completenessofthebid.Unlessthe**BDS**allowspartialbids,bids not addressingorproviding all of the required items inthe Scheduleof Requirements including,where applicable, bill ofquantities, shall be considerednon-responsiveand,thus,automaticallydisqualified. Inthis regard,where arequireditemis provided,but no priceis indicated,the sameshall beconsideredas non-responsive, butspecifyingazero(0)or adash(-) forthesaiditemwould meanthatitisbeingofferedfor freeto theProcuringEntity,exceptthoserequired by law orregulations tobe providedfor;and

(b) Arithmeticalcorrections.Considercomputationalerrorsandomissionsto enablepropercomparisonofalleligiblebids. Itmayalsoconsiderbid modifications.Anyadjustmentshallbecalculatedinmonetarytermsto determinethecalculated prices.

27.4. Basedonthedetailedevaluationofbids,thosethatcomplywiththeabove-mentionedrequirementsshall berankedintheascending order oftheir total calculatedbidprices,asevaluatedandcorrected forcomputationalerrors, discountsandothermodifications,to identifytheLowestCalculatedBid. Totalcalculatedbid prices,asevaluatedandcorrectedforcomputational errors, discounts andother modifications,whichexceedtheABC shall not be considered,unlessotherwiseindicatedinthe **BDS**.

27.5. TheProcuringEntity’sevaluationofbidsshallbebasedonthebidprice quotedinthe BidForm,whichincludes theBill ofQuantities.

27.6. Bidsshallbeevaluatedonanequal footingtoensurefaircompetition. For thispurpose,allbiddersshallberequiredtoincludeintheirbidsthecostof alltaxes,such as, but notlimitedto,valueadded tax (VAT),incometax,local taxes,and other fiscalleviesanddutieswhichshallbeitemizedinthe bid formandreflectedinthedetailedestimates. Suchbids,including saidtaxes, shallbethebasisfor bid evaluationandcomparison.

27.7.Ifsoindicatedpursuanttto**ITB**Clause1.2.Bidsarebeinginvitedforindividual lotsor forany combinationthereof,providedthat allBidsandcombinations of Bidsshallbereceived bythe same deadline andopenedandevaluated simultaneously soastodeterminethebid orcombinationofbidsofferingthe lowestcalculatedcosttotheProcuring Entity.Bidpricesquotedshall correspondtoalloftherequirementsspecified for eachlot.BidSecurity as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately.Thebasisfor evaluation oflotsisspecifiedin**BDS**Clause 27.3.

28. POSTQUALIFICATION

28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluatedashavingsubmittedtheLowestCalculatedBidcomplieswithand isresponsivetoalltherequirementsandconditionsspecifiedin**ITB**Clauses 5,12,and 13.

28.2. Withina non-extendibleperiodof five(5)calendardays fromreceiptby the bidder ofthenoticefromtheBACthatitsubmittedtheLowestCalculatedBid theBiddershallsubmititslatestincomeandbusinesstaxreturnsfiledand paidthroughthe BIRElectronicFilingandPaymentSystem(eFPS)and otherappropriate licensesandpermitsrequiredbylawandstatedinthe **BDS**.

Failuretosubmit anyofthepost-qualificationrequirementsontime,ora findingagainsttheveracitythereof,shalldisqualifytheBidderforaward. Providedinthe eventthatafindingagainsttheveracity ofany ofthe documentssubmittedismade,itshallcause theforfeitureofthebidsecurity in accordancewith Section69ofthe IRR ofRA 9184.

28.3. Thedeterminationshallbebaseduponanexaminationofthedocumentary evidenceoftheBidder'squalificationssubmitted pursuanttto**ITB**Clauses 12 and 13, as well as other information as the Procuring Entity deems necessaryandappropriate,usinga non-discretionary"pass/fail" criterion, whichshallbecompletedwithinaperiod oftwelve(12)calendar days.

28.4. IftheBACdeterminesthattheBidderwiththeLowestCalculatedBidpasses allthecriteriaforpost-qualification,itshalldeclarethesaid bidas theLCRB, andrecommendtotheHoPEthe awardofcontracttothesaidBidder atits submitted price orits calculated bid price,whicheverislower,subjectto**ITB** Clause30.3.

28.5. AnegativedeterminationshallresultinrejectionoftheBidder'sBid,inwhich eventthe Procuring Entity shall proceed tothenextLowestCalculated Bid, with a fresh period to make a similar determination of that Bidder's capabilitiestoperform satisfactorily.IfthesecondBidder, however, failsthe postqualification,theprocedureforpostqualificationshallberepeatedfor theBidder withthenext LowestCalculatedBid,andsoonuntil theLCRBis determinedfor contract award.

28.6. Within a period not exceeding fifteen (15) calendar days from the determinationbytheBACoftheLCRBandtherecommendationtoaward thecontract,theHoPE orhisduly authorizedrepresentativeshallapproveor disapprovethesaidrecommendation.

28.7. Intheeventofdisapproval,whichshallbebasedonvalid,reasonable,and justifiablegroundsas providedforunderSection41oftheIRRofRA9184, theHoPEshallnotify theBACandtheBidderinwritingofsuchdecisionand thegrounds forit.When applicable,theBACshallconductapost-qualificationofthe BidderwiththenextLowestCalculatedBid. Arequest for reconsiderationmay befiled by theBidderwiththeHoPEin accordancewith Section37.1.3oftheIRRofRA9184.

29. RESERVATIONCLAUSE

29.1. NotwithstandingtheeligibilityorpostqualificationofaBidder,theProcuring Entityconcernedreservestherighttoreviewitsqualificationsatanystageof

the procurement process if it has reasonable grounds to believe that a misrepresentationhasbeenmadebythesaidBidder,orthattherehasbeen achangeintheBidder'scapabilitytoundertaketheprojectfromthetimeit submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or anychanges in thesituationofthe Bidder which will affectitscapability toundertakethe projectsothatit failsthepreset eligibilityorbid evaluationcriteria,the ProcuringEntityshallconsider thesaid Bidderasineligibleand shalldisqualifyit from submittinga bidorfrom obtaininganaward or contract.

29.2. Based onthe followinggrounds,the ProcuringEntity reservestherightto rejectany andall Bids,declareaFailureofBiddingatanytimepriortothe contract award,or not toawardthecontract,withouttherebyincurring any liability,andmakeno assurancethatacontractshall beenteredintoasa result ofthebidding:

(a) ifthereis*primafacie*evidenceofcollusionbetweenappropriatepublic officersoremployeesoftheProcuringEntity,orbetweentheBAC and any oftheBidders,or ifthecollusionisbetweenoramongtheBidders themselves,orbetweenaBidder andathirdparty,includingany act whichrestricts,suppresses or nullifies or tendstorestrict,suppress or nullifycompetition;

(b) iftheProcuring Entity'sBACisfoundto havefailedin following the prescribedbiddingprocedures;or

(c) For any justifiable and reasonable ground where the award of the contractwill notredoundto thebenefitoftheGoP asfollows:

(i) Ifthephysicalandeconomicconditionshavesignificantlychanged soastorendertheprojectnolongereconomically,financiallyor technicallyfeasible asdetermined bytheHoPE;

(ii) If the projectis nolonger necessaryas determined bytheHoPE;and

(iii) Ifthesourceoffundsfortheprojecthasbeenwithheldorreduced throughnofaultoftheProcuringEntity.

29.3. Inaddition,theProcuringEntitymaylikewisedeclareafailureofbidding when:

(a) No bidsare received;

(b) AllprospectiveBiddersare declaredineligible;

(c) All bids fail to comply with all the bid requirements, fail post-qualification;or

(d) The bidderwiththeLCRB refuses,withoutjustifiablecause, to accept theawardofcontract, and no awardis madein accordance with Section40oftheIRRofRA9184.

F.AWARD OF CONTRACT

30. CONTRACTAWARD

30.1. Subjectto**ITB** Clause28,theHoPE orits dulyauthorizedrepresentativeshall awardthecontracttotheBidderwhoseBidhasbeendeterminedtobethe LCRB.

30.2. Priortotheexpirationoftheperiodofbidvalidity,theProcuringEntityshall notify thesuccessfulBidderinwritingthatitsBidhasbeenaccepted,through aNoticeofAwarddulyreceivedby the Bidder or itsrepresentativepersonally orby registeredmailorelectronically,receiptofwhichmustbeconfirmedin writing within two (2) days bythe Bidderwith the LCRBand submitted personallyor sent byregisteredmailor electronicallyto theProcuringEntity.

30.3. NotwithstandingtheissuanceoftheNoticeofAward,awardofcontractshall besubjecttothefollowingconditions:

(a) Submissionofthefollowingdocumentswithinten(10)calendardays fromreceiptofNotice ofAward:

(i) InthecaseofprocurementbyaPhilippineForeignService Office or Post, the PhilGEPS Registration Number of the winningforeign Bidder;or

(ii) ValidPCABlicenseandregistrationforthetypeandcostofthe contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submissionofthePCABlicenseandregistrationforthetype andcostofthecontracttobebidasapre-conditiontothe Award;

(b) Postingoftheperformancesecurityinaccordancewith**ITB**Clause 32;

(c) Signing ofthecontractas providedin**ITB** Clause31;and

(d) Approvalbyhigherauthority,ifrequired,asprovidedinSection37.3of the IRRofRA9184

31. SIGNINGOFTHECONTRACT

31.1. At thesametimeastheProcuringEntitynotifiesthesuccessfulBidderthat itsBidhas beenaccepted, the Procuring Entity shallsend theContractForm totheBidder,whichContract hasbeenprovidedin the BiddingDocuments, incorporating thereinall agreementsbetweentheparties.

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shallposttherequired performancesecurity,signand date thecontractandreturnittotheProcuringEntity.

31.3. The ProcuringEntityshallenter intocontractwith thesuccessful Bidder within thesameten(10)calendardayperiodprovidedthatallthedocumentary requirementsare compliedwith.

31.4. Thefollowingdocumentsshallformpartofthecontract:

(a) ContractAgreement;

(b) BiddingDocuments;

(c) WinningBidder'sbid,includingtheTechnical andFinancialProposals, andallotherdocuments/statementssubmitted(*e.g*Bidder'sresponse torequestforclarificationonthebid*)*,includingcorrectiontothebid,if any,resultingfrom theProcuringEntity's bidevaluation;

(d) PerformanceSecurity;

(e) NoticeofAward ofContract;and

(f) Other contract documents that may be required by existing laws and/or specifiedinthe **BDS**.

32. PERFORMANCESECURITY

32.1.ToguaranteethefaithfulperformancebythewinningBidderofitsobligations underthecontract,it shallpostaperformancesecuritywithina maximum periodoften(10) calendar daysfrom thereceiptoftheNoticeofAwardfrom the ProcuringEntityandinnocaselater thanthesigning ofthecontract.

32.2. ThePerformanceSecurityshallbedenominatedinPhilippinePesosand posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Formof PerformanceSecurity	Amountof PerformanceSecurity (NotlessthanthePercentageofthe TotalContractPrice)
(a) Cash or cashier's/manager's check issued byaUniversal orCommercial Bank. *For biddings conductedby theLGUs, the Cashier's/Manager'sCheckmaybe issued by other bankscertified bytheBSPasauthorized to issue suchfinancialinstrument.*	Tenpercent(10%)
(b) Bankdraft/guaranteeorirrevocableletter of credit issued by a Universal or Commercial Bank:Provided,however, that itshallbeconfirmedor authenticated byaUniversal orCommercial Bank, if issuedbyaforeignbank. *Forbiddingsconductedbythe LGUs,Bank Draft/Guarantee, orIrrevocable Letterof Creditmay be issuedby other bankscertified by theBSP as authorizedto issuesuch financialinstrument.*	
(c) Surety bond callable upon demand issued byasuretyorinsurancecompany dulycertified bytheInsurance Commission asauthorizedtoissuesuch security.	Thirtypercent(30%)

32.3. Failure of the successful Bidder to comply with the above-mentioned requirementshallconstitutesufficientgroundfortheannulmentoftheaward andforfeiture ofthebidsecurity,inwhicheventtheProcuringEntity shall havea fresh period toinitiate and completethe postqualificationofthe secondLowestCalculatedBid.TheprocedureshallberepeateduntilLCRB isidentifiedandselected forrecommendationofcontractaward.Howeverif noBidder passedpost-qualification,theBACshall declarethe biddinga failure andconductare-biddingwithre-advertisement,if necessary.

33. NOTICETOPROCEED

Withinseven(7)calendardaysfromthedateofapprovaloftheContractby the appropriategovernmentapprovingauthority,theProcuringEntityshallissue the Notice to Proceed tothe Bidder (NTP) together with a copyor copies of the approvedcontracttothesuccessfulBidder.Allnoticescalledforbythetermsofthe contractshallbeeffectiveonlyatthetimeofreceipttherefofbythesuccessful Bidder.

34. PROTESTMECHANISM

34.1. Decisionofthe procuring entity atany stageoftheprocurement processmay bequestionedinaccordancewith Section55ofthe IRR ofRA9184.

SECTION III.

BIDDATASHEET

BID DATA SHEET

ITB Clause	
1.1	ThePROCURING ENTITY is PhilippinePortsAuthority–PMO-Palawan
1.2	The name of the Contract is ***REPAIR OF R.C. WHARF ,MOORING AND FENDERING SYSTEM AND BACK-UP AREA, PORTOF CORON, CORON, PALAWAN.*** Theidentificationnumberof theContractis *COP-PLW-02-2018* Thelot (s) andreferenceis/are:
2	The Funding Source is: The Government of the Philippines (GOP)through the ***Corporate Budget of the Authority for CY 2018*** in the amount of ***₱27,321,297.40.*** The name of the Project is ***REPAIR OF R.C. WHARF, MOORING AND FENDERING SYSTEM AND BACK-UP AREA, PORT OF CORON,CORON, PALAWAN (COP-PLW-02-2018).***
3.1	Nofurther instructions.
5.1	Nofurther instructions.
5.2	Biddingis restrictedtoeligible bidders asdefinedinITBClause5.1
5.4	Forthispurpose,similarcontractshallrefertothecontractwhichhavethe samemajorcategories ofwork. **MajorCategoriesofWorkPercentageRequiredQuantity** **(ExperienceRequired) Weight(50%oftheBOQ)** DemolitionandDisposalof PortionofExistingR.C.Wharf 13.92% 155.60Cu.m. SupplyandPlace3,500PSI Concretefor Superstructure, RetainingWall&ShearKey 21.86% 184.88Cu.m. SupplyandInstallReinforcing SteelBarsforItem 2.05 22.65% 22,129.91Kgs. Removal,Supply,DeliverandInstall RubberDockFenders (V-Type,400MMHx 1,000MML) withcompleteaccessories 14.36% 11 Sets
8.1	Subcontractingisnot allowed.
8.2	“Not applicable”

9.1	The ProcuringEntitywill holdapre-bidconferencefor thisprojecton: **20 AUGUST 2018** **2:00 P.M.** **Conference Room, 2nd Floor, PPA-PMO Palawan** **Admin. BuildingPort Area, PuertoPrincesa City, Palawan**
10.1	The ProcuringEntity's addressis: **Philippine Ports Authority-PMOPalawan,** **Admin.Building,PortArea, Puerto PrincesaCity,** **Palawan** **Elizalde M.** **UlsonChairperson** **PMO-PALAWAN-BAC** **Tel.No.(048)434-2945** **e-** **mail:pmopalawanbac@gmail.co**
11.1	No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.
12.1	No further instructions.
12.1(a)(ii)	No further instructions.
12.1(b)(ii.2)	The minimum work experience requirements for key personnel are the following: **KEYPERSONNELGENERALEXPERIENCERELEVANTEXPERIENCE** **1) Project Manager** — **Infrastructure/Civil Works** — **PortConstruction** **2) Project Engineer** — **-do-** — **-do-** **3) MaterialsEngineer** — **-do-** — **-do-** **4) Const.Safety& HealthOfficer** — **-do-** — **-do-** **5) Foreman** — **-do-** — **-do-** **6) Others** **NOTE**:1)Required Personnel minimum years of experiences:at least **two**(**2**) Years of experience
12.1(b)(ii.3)	List of major equipment requirement units: 1unit–Truck-mountedCrane,35T 1unit–Backhoe,0.75cu.m. 1unit–RoadRoller,11.3MT 1unit–BoomTruck,3Tcapacity 1unit–WaterTruck,1000gal. capacity 1unit–DumpTruck,10.0cu.m. 1unit–JackhammerwithAirCompressor,175CFM 1unit–Oxy-AcetyleneCutting Outfit 1unit–ConcreteCutter,5.0HP 1unit–Clamshell 1unit–ConcreteMixer, 1-Bagger 1unit–ConcreteVibrator,3.50HP 1unit–BarCutter,25mmdia. capacity 1unit–BarBender,25mmdia. capacity 1unit–WeldingGenset.400Amp 1unit–PlateCompactor,5.0HP

13.1(b)	Thisshall include all ofthefollowingdocuments: 1) Bid prices intheBill ofQuantities; 2) Detailedestimates,includingasummary sheet indicating theunit prices ofconstruction materials,laborrates,andequipment rentalsusedin coming upwith theBid;and 3) Cashflowbyquarterorpaymentschedule.
13.2	The ABC is ***₱27,321,297.40***. Any bid with a financial component exceeding this amount shall not be accepted.
14.2	Nofurther instructions.
16.1	The bid prices shall be quoted inPhilippine Pesos.
16.3	Nofurther instructions.
17.1	Bids will be valid until (not exceeding **One Hundred Twenty (120) days** From the date of the opening of bids).
18.1	The bid security shall be in the form of a **Bid Securing Declaration OR** any of the following forms and amounts: 1. **SURETY BOND,** CALLABLE UPON DEMAND, 5% OF ABC= ***ONE MILLION THREE HUNDRED SIXTY-SIX THOUSAND SIXTY- FOUR AND 87/100 PESOS ONLY (₱ 1,366,064.87)***; *2.* **Cash or Cashier's/Manager's Check,**2% of ABC= ***FIVE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED TWENTY-FIVEAND 95/100 PESOS ONLY (₱546,425.95);*** 3. **BankGuarantee/Draft or Irrevocable Letter of Credit (LC)**,2% of ABC = ***FIVE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED TWENTY-FIVE AND 95/100 PESOS ONLY (₱546,425.95).***
18.2	The bid security shall be valid until **One Hundred Twenty (120) days** From the date set for Bid Opening.
20.3	Each Bidder shall submit **One (1)**original and **Four (4)** copies of their Technical and Financial Bid, properly book-bound with hard/soft cover. Screw-bound, ring-bound and combo-bound documents are not acceptable. Failure to comply with these requirements shall be a ground for disqualification.

21	The address for submission of bids is*:* **PMO-Palawan BAC Office,2ndFloor,PPA-Admin. Building, Port Area, PuertoPrincesaCity, Palawan** The deadline for submission of bids is: **04SEPTEMBER 2018 8:30 A.M.**
24.1	The place of bid openingis: **PPAConference Room,2ndFloor, Admin. Building, Port Area PuertoPrincesaCity, Palawan** The date and time of bid openingis: **04SEPTEMBER 2018 2:00 P.M.**
24.2	Nofurther instructions.
24.3	Nofurther instructions.
27.3	Partial bidis notallowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation and contract award.
27.4	Nofurther instructions.
28.2	"NONE."
31.4(f)	Othercontractdocumentsareas follows:***ConstructionScheduleand S- Curve ManpowerSchedule,Construction Methods,EquipmentUtilization Schedule,ConstructionSafety andHealth Programreceivedbythe DepartmentofLaborand Employmentand PERT/CPM***orotheracceptable toolsofprojectscheduling.

SECTION IV.

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

For purposes ofthis Clause,boldfacetypeisusedtoidentifydefined terms.

1.1. The**Arbiter**isthepersonappointedjointlybytheProcuringEntityandthe Contractortoresolvedisputesinthefirstinstance,asprovidedforin**GCC** Clause21.

1.2. **BillofQuantities**referstoalistofthespecificitems oftheWork andtheir correspondingunitprices,lumpsums,and/orprovisional sums.

1.3. The**CompletionDate**isthedateofcompletionoftheWorksascertified bytheProcuringEntity'sRepresentative,inaccordancewith**GCC**Clause 49.

1.4. The **Contract** is the contract between the Procuring Entity and the Contractorto execute,complete,andmaintain theWorks.

1.5. The**Contract Effectivity Date**isthedate ofsigning oftheContract. However,theContractorshallcommenceexecutionofthe Worksonthe Start Date asdefinedin**GCC** Clause1.28

1.6. The **Contract Price** is the price stated in the Notice of Award and thereaftertobepaidbytheProcuringEntitytotheContractor forthe executionoftheWorksinaccordancewith this Contract.

1.7. **ContractTime Extension**isthe allowable period forthe Contractorto completethe WorksinadditiontotheoriginalCompletionDatestatedin this Contract.

1.8. The**Contractor**is thejuridicalentitywhose proposalhasbeen accepted bytheProcuringEntityandtowhomtheContracttoexecutetheWork was awarded.

1.9. The**Contractor'sBid**isthesignedofferorproposalsubmittedbythe ContractortotheProcuringEntityinresponse totheBiddingDocuments.

1.10. **Days**are calendardays;monthsare calendarmonths.

1.11. **Dayworks**arevaried workinputssubject to paymenton atimebasisfor theContractor'semployeesand Equipment,inadditionto payments for associatedMaterials and Plant.

1.12. A**Defect**isanypartoftheWorksnotcompletedinaccordancewiththe Contract.

1.13. The**DefectsLiabilityCertificate**isthecertificateissuedbyProcuring Entity's Representative uponcorrectionofdefects bytheContractor.

1.14. The**DefectsLiability Period**istheoneyearperiodbetweencontract completion and finalacceptancewithinwhichtheContractor assumesthe responsibilitytoundertaketherepairofanydamagetothe Worksathis own expense.

1.15. **Drawings**aregraphicalpresentationsofthe Works.Theyincludeall supplementary details,shopdrawings,calculations, andotherinformation provided or approvedfor theexecution ofthisContract.

1.16. **Equipment**referstoall facilities,supplies,appliances,materialsor things requiredfortheexecutionandcompletionofthe Workprovidedbythe Contractorandwhichshallnot formorarenotintendedtoformpartofthe PermanentWorks.

1.17. The**IntendedCompletionDate**referstothedatespecifiedinthe **SCC** whentheContractorisexpectedtohavecompletedtheWorks. The

IntendedCompletionDatemayberevisedonlybytheProcuringEntity's Representative byissuingan extensionoftime or an acceleration order.

1.18. **Materials**areallsupplies,includingconsumables,usedby theContractor for incorporationintheWorks.

1.19. The**NoticetoProceed**isawrittennoticeissuedbytheProcuringEntity or theProcuring Entity'sRepresentativeto theContractor requiring the lattertobeginthecommencementoftheworknotlater thanaspecifiedor determinabledate.

1.20. **PermanentWorks**all permanentstructures and allotherprojectfeatures andfacilitiesrequiredtobeconstructedandcompletedin accordancewith thisContractwhichshall bedeliveredtotheProcuringEntity andwhich shallremainatthe Site aftertheremoval ofallTemporaryWorks.

1.21. **Plant**referstothe machinery,apparatus, andthelikeintended toform an integral part ofthePermanentWorks.

1.22. The**Procuring Entity**is the party who employs theContractor tocarryout theWorks statedinthe **SCC**.

1.23. The**ProcuringEntity'sRepresentative**referstotheHead ofthe ProcuringEntityorhisdulyauthorizedrepresentative,identifiedinthe **SCC,**whoshall beresponsible forsupervisingtheexecutionofthe Works andadministeringthisContract.

1.24. The**Site**istheplaceprovidedby theProcuringEntitywheretheWorks shallbeexecutedandanyotherplaceorplaceswhichmaybedesignated in the**SCC**, or notified to the Contractor by the Procuring Entity's RepresentativeasformingpartoftheSite.

1.25. **SiteInvestigationReports**arethosethat wereincludedinthe Bidding Documentsand are factualandinterpretativereportsaboutthe surface andsubsurfaceconditions atthe Site.

1.26. **Slippage** is a delay in work execution occurring when actual accomplishmentfalls below the target asmeasured by the difference betweenthescheduledand actualaccomplishmentoftheWorkbythe Contractor as established from the work schedule. This is actually describedasapercentageofthewholeWorks.

1.27. **Specifications**meansthedescription ofWorksto be doneandthe qualities of materials tobe used,the equipmenttobeinstalledandthe modeofconstruction.

1.28. The**StartDate**,asspecifiedinthe **SCC**,isthedatewhentheContractor isobligedtocommenceexecutionofthe Works. Itdoesnotnecessarily coincidewith anyofthe SitePossessionDates.

1.29. A**Subcontractor**isany personororganizationtowhoma part ofthe Workshas beensubcontracted bytheContractor, as allowed bythe ProcuringEntity, butnotanyassigneeofsuch person.

1.30. **Temporary Works**areworksdesigned,constructed,installed,and removedbytheContractorthatareneeded forconstructionorinstallation ofthePermanentWorks.

1.31. **Work(s)**refertothePermanentWorksandTemporary Workstobe executed by theContractorin accordancewiththisContract,including(i) thefurnishingof alllabor,materials,equipmentand othersincidental, necessary orconvenienttothecompleteexecutionofthe Works;(ii)the passingofany testsbeforeacceptance by theProcuring Entity's Representative;(iii)andthecarryingoutofalldutiesand obligations ofthe Contractor imposedbythis Contract asdescribedin the **SCC.**

2. INTERPRETATION

2.1. IninterpretingtheConditionsofContract,singularalsomeansplural,male alsomeansfemaleorneuter,andtheotherwayaround. Headingshave nosignificance. Wordshavetheirnormalmeaningunderthelanguageof this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the ConditionsofContract.

2.2. Ifsectionalcompletionisspecifiedinthe **SCC**,referencesintheConditions ofContractto theWorks,theCompletionDate,and the IntendedCompletion DateapplytoanySectionofthe Works(otherthanreferencestothe Completion DateandIntended CompletionDateforthewholeoftheWorks).

2.3. ThedocumentsformingthisContractshallbeinterpretedinthefollowing orderof priority:

a) ContractAgreement;

b) Bid DataSheet;

c) InstructiontoBidders;

d) AddendatotheBiddingDocuments;

e) SpecialConditionsofthe Contract;

f) GeneralConditionsofthe Contract;

g) Specifications;

h) BillofQuantities;and

i) Drawings.

3. GOVERNING LANGUAGEAND LAW

3.1. ThisContracthasbeenexecutedintheEnglishlanguage,whichshallbethe bindingandcontrollinglanguageforallmattersrelatingtothemeaningor interpretationofthisContract. Allcorrespondenceandotherdocuments pertainingtothisContractwhichareexchangedbythe partiesshallbe writteninEnglish.

3.2. This Contractshall be interpreted in accordance with the laws of the Republic ofthePhilippines.

4. COMMUNICATIONS

CommunicationsbetweenpartiesthatarereferredtointheConditionsshall be effectiveonlywheninwriting. Anoticeshallbeeffectiveonlywhenitisreceived bytheconcernedparty.

5. POSSESSIONOF SITE

5.1. On thedate specified in the **SCC**, the Procuring Entityshall grant the ContractorpossessionofsomuchoftheSiteasmayberequiredtoenable ittoproceedwiththeexecutionoftheWorks.IftheContractorsuffersdelay orincurscostfromfailureonthepartoftheProcuringEntity togive possessionin accordancewiththeterms ofthisclause, theProcuring Entity'sRepresentativeshallgivetheContractora Contract TimeExtension andcertify suchsumasfairtocoverthecostincurred,whichsumshallbe paidbyProcuringEntity.

5.2. Ifpossessionofaportionisnotgivenbythedatestatedinthe **SCC**Clause 5.1,theProcuringEntitywillbedeemedtohavedelayedthestartofthe

relevantactivities. Theresultingadjustmentsincontacttimetoaddress suchdelay shallbeinaccordancewith**GCC**Clause47.

5.3. TheContractor shallbearallcostsandchargesforspecialortemporary right-of-wayrequiredby itinconnectionwithaccesstotheSite. The Contractorshallalsoprovideathisowncostany additional facilities outside the Siterequiredbyitfor purposes oftheWorks.

5.4. TheContractor shallallowtheProcuringEntity'sRepresentativeandany person authorizedby theProcuringEntity'sRepresentativeaccesstothe Siteandtoany place whereworkinconnectionwiththisContractisbeing carried out or is intendedtobecarried out.

6. THECONTRACTOR'sOBLIGATIONS

6.1. TheContractorshallcarryouttheWorksproperlyandinaccordancewith thisContract. TheContractorshall provideallsupervision,labor,Materials, Plant andContractor'sEquipment,whichmay berequired.AllMaterialsand PlantonSiteshallbe deemedto bethepropertyofthe ProcuringEntity.

6.2. TheContractorshallcommenceexecutionofthe WorksontheStartDate andshallcarryoutthe WorksinaccordancewiththeProgramofWork submitted by theContractor, asupdatedwiththeapproval oftheProcuring Entity'sRepresentative,andcompletethemby theIntendedCompletion Date.

6.3. TheContractor shallberesponsibleforthesafetyof allactivities onthe Site. The Contractor shall carry out all instructions of the Procuring Entity's

6.4. Representativethatcomply withtheapplicablelawswheretheSiteis located.

6.5. TheContractorshallemploythekey personnelnamedintheScheduleof Key Personnel,as referredtointhe **SCC**,tocarry outthesupervisionofthe Works. The Procuring Entity will approveany proposedreplacementofkey personnelonly iftheirrelevantqualificationsandabilitiesareequaltoor better thanthose ofthe personnel listedintheSchedule.

6.6. Ifthe Procuring Entity'sRepresentativeasksthe Contractor toremove a memberoftheContractor'sstafforwork force,forjustifiablecause,the ContractorshallensurethatthepersonleavestheSitewithinseven(7) days andhasnofurther connectionwith theWork inthis Contract.

6.7. DuringContractimplementation,theContractor andhis subcontractors shall abideatalltimesby alllaborlaws,includingchildlaborrelatedenactments, andother relevantrules.

6.8. TheContractorshallsubmit totheProcuringEntityforconsentthenameand particulars oftheperson authorizedtoreceiveinstructions onbehalf ofthe Contractor.

6.9. TheContractor shallcooperateandsharetheSitewithothercontractors, publicauthorities, utilities,andthe Procuring Entity betweenthe datesgiven intheschedule ofothercontractorsparticularlywhenthey shallrequire accesstotheSite. TheContractorshallalsoprovide facilitiesand services forthemduringthisperiod. TheProcuringEntitymaymodifytheschedule ofothercontractors,andshallnotify theContractorofany suchmodification thereto.

6.10. Should anythingofhistorical orotherinterest orofsignificantvaluebe unexpectedly discovered on the Site, it shall be the property of the ProcuringEntity. TheContractorshall notifytheProcuring Entity's Representativeofsuchdiscoveriesandcarry outtheProcuringEntity's Representative's instructions indealingwiththem.

7. PERFORMANCESECURITY

7.1. WithinTEN(10)calendardaysfromreceiptoftheNoticeofAwardfromthe ProcuringEntity butin nocaselaterthanthesigning ofthecontract by both parties,theContractor shall furnishtheperformancesecurityinanyofthe formsprescribedin**ITB** Clause32.2.

7.2. Theperformancesecuritypostedinfavoroftheprocuring Entityshallbe forfeitedintheeventit isestablishedthattheContractorisin defaultinany ofitsobligations under theContract.

7.3. Theperformancesecurityshallremainvaliduntilissuancebytheprocuring EntityoftheCertificate ofFinalAcceptance.

7.4. Theperformancesecurity may bereleasedby theprocuringEntityand returnedtotheContractoraftertheissuanceoftheCertificate ofFinal Acceptancesubjecttothefollowingconditions:

(a) TherearenopendingclaimsagainsttheContractororthesurety companyfiledbytheprocuringEntity;

(b) TheContractorhasnopendingclaimsforlaborandmaterialsfiled againstit;and

(c) Other terms specifiedin the **SCC**.

7.5. TheContractorshallpostanadditionalperformancesecurityfollowingthe amount andformspecifiedin**ITB**Clause32.2tocoverany cumulative increaseofmorethantenpercent(10%) overtheoriginalvalueofthe contractas aresultofamendmentstoorderorchangeorders,extrawork ordersandsupplementalagreements, asthecasemay be. TheContractor shallcausetheextensionofthevalidityoftheperformancesecuritytocover approvedcontracttimeextensions.

7.6. IncaseofareductioninthecontractvalueorforpartiallycompletedWorks underthecontractwhichareusableandacceptedby theprocuringEntity theuseofwhich,in thejudgment oftheimplementing agency orthe ProcuringEntity,willnotaffectthestructuralintegrityoftheentireproject, theprocuringEntityshallallow a proportionalreductionintheoriginal performancesecurity,providedthatanysuchreductionis more thanten percent(10%) andthatthe aggregateofsuchreductions is notmore than fiftypercent(50%) ofthe original performancesecurity.

7.7. Unless otherwiseindicatedinthe **SCC**,theContractor,byenteringintothe ContractwiththeProcuring Entity,acknowledgestherightofthe Procuring Entitytoinstitute actionpursuantto Act 3688againstany subcontractorbe theyanindividual,firm,partnership,corporation,orassociationsupplying theContractorwithlabor,materialsand/orequipmentfortheperformance ofthis Contract.

8. SUBCONTRACTING

8.1. Unlessotherwiseindicatedinthe **SCC**,theContractorcannotsubcontract Worksmore than thepercentagespecifiedin**BDS**Clause8.1.

8.2. Subcontractingofanyportionofthe WorksdoesnotrelievetheContractor ofanyliabilityorobligationunderthisContract. TheContractorwillbe responsiblefortheacts,defaults,andnegligenceofany subcontractor,its agents,servants or workmenasfullyas ifthesewere theContractor's own acts,defaults,or negligence, or thoseofits agents,servants or workmen.

8.3. Ifsubcontractingisallowed.Thecontractormayidentifyitssubcontractor duringtheimplementationstage.Subcontractorsdisclosedandidentified during the bidding may be changed during the implementation of this Contract. In eithercase, subcontractorsmaysubmit the documentary requirementsunder**ITBClause12**andcomplywiththeeligibilitycriteria specifiedinthe**BDS**.Inthe eventthat any subcontractoris found by any ProcuringEntity to beineligible,thesubcontractingofsuch portionofthe Works shallbedisallowed.

9. LIQUIDATEDDAMAGES

9.1. TheContractorshallpayliquidateddamagestotheProcuringEntityfor each daythattheCompletionDateislater thantheIntendedCompletion Date. Theapplicableliquidateddamagesis atleast one-tenth(1/10)ofa percentofthecostoftheunperformedportionfor every dayofdelay.The totalamountofliquidateddamagesshall not exceedten percent(10%)of amountofthecontract.TheProcuring Entitymaydeductliquidated damagesfrompaymentsduetotheContractor. Paymentofliquidated damagesshall notaffectheContractor'sliabilities.Oncethecumulative amount ofliquidateddamages reaches tenpercent(10%) oftheamount of thisContract,theProcuring Entity mayrescindorterminatethisContract, withoutprejudiceto othercoursesofaction andremediesavailableunder thecircumstances.

9.2. Ifthe IntendedCompletionDateis extendedafter liquidated damageshave beenpaid,theEngineeroftheProcuringEntity shallcorrectany overpaymentofliquidateddamagesbytheContractorbyadjustingthe next paymentcertificate.

10. SITE INVESTIGATIONREPORTS

TheContractor,inpreparingtheBid,shallrely onanySiteInvestigationReports referredtointheSCCsupplementedby any informationobtainedby the Contractor.

11. THEPROCURINGENTITY,LICENSESAND PERMITS

TheProcuringEntityshall,ifrequestedbytheContractor,assisthiminapplying for permits,licenses orapprovals, which are requiredfor theWorks.

12. CONTRACTOR'sRISKAND WARRANTYSECURITY

12.1. TheContractorshallassumefullresponsibilityforthe Worksfromthetime projectconstructioncommenceduptofinal acceptancebytheProcuring Entity andshall beheldresponsibleforany damageordestructionofthe Worksexcept thoseoccasionedby*forcemajeure*. TheContractorshallbe fully responsibleforthesafety,protection,security,andconvenienceofhis personnel,thirdparties,and the publicatlarge,aswell astheWorks, Equipment,installation, and theliketobeaffectedbyhis constructionwork.

12.2. The defectsliability periodforinfrastructureprojectsshall be oneyear from contractcompletionuptofinalacceptanceby theProcuringEntity. During this period,theContractor shall undertake therepair works, athis own expense,ofanydamagetothe Worksonaccountoftheuseofmaterialsof inferior qualitywithin ninety(90) days fromthe timetheHoPE has issuedan ordertoundertakerepair. Incaseoffailure orrefusal tocomply withthis mandate,theProcuringEntityshallundertakesuchrepairworksandshall be entitled to full reimbursement of expenses incurred therein upon demand.

12.3. Unless otherwiseindicatedinthe **SCC**incasetheContractor failstocomply withthepreceding paragraph,theProcuringEntityshallforfeitits performancesecurity,subjectits property(ies)toattachmentorgarnishment proceedings,andperpetually disqualify it fromparticipatinginany public bidding.AllpayablesoftheGoPinhis favorshallbeoffsettorecoverthe costs.

12.4. AfterfinalacceptanceoftheWorksbytheProcuringEntity,theContractor shall be held responsible for "Structural Defects", *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the projectwhichmay leadtostructural failureofthecompletedelementsor structure,or"StructuralFailures",*i.e.*,whereoneor morekeystructural elementsinaninfrastructure facility fails orcollapses, thereby renderingthe facility or partthereofincapable ofwithstandingthe designloads,and/or endangeringthesafetyoftheusers or thegeneral public:

(a) Contractor–WhereStructuralDefects/Failuresariseduetofaults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plansandspecifications,thecontractor shallbeheldliable;

(b) Consultants–WhereStructuralDefects/Failuresariseduetofaulty and/orinadequate designandspecifications aswell asconstruction supervision,thenthe consultantwhopreparedthedesignor undertookconstructionsupervision for the projectshall beheld liable;

(c) ProcuringEntity'sRepresentatives/Project Manager/Construction Managers and Supervisors–The projectowner'srepresentative(s), projectmanager,constructionmanager, and supervisor(s)shall be heldliableincases where theStructural Defects/Failures are due to his/theirwillfulinterventionin altering thedesignsand other specifications;negligenceor omissioninnot approving or acting on proposed changes to noted defects ordeficiencies in the design and/orspecifications; andtheuseofsubstandardconstruction materials inthe project;

(d) ThirdParties- ThirdPartiesshall be held liableincaseswhere StructuralDefects/Failuresare caused by workundertakenby them such asleakingpipes, diggings or excavations, undergroundcables andelectricalwires,undergroundtunnel,miningshaftandthelike, in which casethe applicable warranty tosuchstructure should be levied to thirdparties for theirconstruction orrestorationworks.

(e) Users- IncaseswhereStructuralDefects/Failures are dueto abuse/misusebythe enduseroftheconstructedfacilityand/or non–complianceby auserwiththetechnicaldesignlimitsand/or intended purpose ofthesame,then the userconcernedshallbe heldliable.

12.5. ThewarrantyagainstStructuralDefects/Failures,exceptthoseoccasioned onforcemajeure,shallcover the periodspecifiedin the **SCC**reckonedfrom the dateofissuanceoftheCertificateofFinal AcceptancebytheProcuring Entity.

12.6. TheContractorshallberequiredtoputupawarrantysecurityintheformof cash,bankguarantee,letterofcredit,GSISorsurety bond callableon demand,inaccordancewith thefollowingschedule:

FormofWarranty	AmountofWarrantySecurity Notless thanthe Percentage (%)ofTotal ContractPrice
(a) Cashorletter ofcreditissuedby Universal orCommercial bank: provided, however,thattheletter ofcreditshallbe confirmedorauthenticatedbyaUniversal orCommercialbank,ifissuedby a foreign bank	Five Percent(5%)
(b) Bank guarantee confirmed by Universal orCommercial bank: provided, however,thattheletter ofcreditshallbe confirmedorauthenticatedbyaUniversal orCommercialbank,ifissuedby a foreign bank	TenPercent (10%)
(c) Suretybondcallableupondemand issuedbyGSISorany surety orinsurance company dulycertified by the Insurance Commission	Thirty Percent (30%)

12.7. ThewarrantysecurityshallbestatedinPhilippinePesosandshallremain effectivefor oneyearfromthedateofissuanceoftheCertificate ofFinal AcceptancebytheProcuringEntity,andreturnedonlyafterthelapseof saidoneyear period.

12.8. Incaseofstructural defects/failureoccurring during theapplicablewarranty period providedin**GCC**Clause12.5,theProcuringEntity shallundertake thenecessaryrestorationorreconstructionworksandshallbeentitledto fullreimbursementby theparties foundtobeliableforexpensesincurred therein upondemand,withoutprejudice tothe filingofappropriate administrative, civil, and/or criminal charges against the responsible personsaswellastheforfeitureofthewarrantysecuritypostedin favorof the ProcuringEntity.

13. LIABILITYOFTHECONTRACTOR

Subjecttoadditionalprovisions,ifany,setforthinthe **SCC**,theContractor's liabilityunderthisContractshall beasprovidedby thelawsoftheRepublicofthe Philippines.

14. PROCURING ENTITY'sRISK

14.1 FromtheStartDateuntiltheCertificateofFinalAcceptancehasbeen issued,thefollowingare risks oftheProcuringEntity:

(a) The risk of personal injury, death, or loss of or damage to property(excludingtheWorks,Plant,Materials,andEquipment), which are dueto:

(i) anytypeofuseoroccupationoftheSiteauthorizedbythe ProcuringEntityaftertheofficialacceptanceoftheworks; or

(ii) negligence,breachofstatutoryduty,orinterferencewith any legalrightby theProcuringEntity orby any person employed byor contractedto himexcepttheContractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipmenttotheextentthatitis duetoafaultoftheProcuring Entity orintheProcuringEntity'sdesign,or duetowar or radioactivecontaminationdirectly affectingthecountry wherethe Works aretobeexecuted.

15. INSURANCE

15.1. TheContractorshall,underhisnameandathisownexpense,obtainand maintain,for thedurationofthis Contract,thefollowinginsurancecoverage:

(a) Contractor's AllRiskInsurance;

(b) TransportationtotheprojectSiteofEquipment,Machinery,and Suppliesowned bytheContractor;

(c) Personal injuryor deathofContractor's employees; and

(d) Comprehensiveinsuranceforthirdparty liabilitytoContractor's direct or indirect act or omission causing damage to third persons.

15.2. The Contractor shall provide evidence to the Procuring Entity's Representativethat theinsurancesrequiredunderthisContract havebeen effected and shall, within a reasonable time, provide copies of the insurance policiestotheProcuring Entity'sRepresentative. Such evidence andsuchpoliciesshall beprovidedtothe ProcuringEntity'sthroughthe ProcuringEntity's Representative.

15.3. TheContractorshallnotifytheinsurersofchangesinthenature,extent,or programfortheexecutionofthe Worksandensuretheadequacyofthe insurancesat all timesin accordancewiththetermsofthis Contract and shall produce to the Procuring Entity's Representative the insurance policiesinforceincludingthereceiptsfor paymentofthecurrent premiums.

The above insurance policies shall be obtained from any reputable insurancecompanyapproved bytheProcuringEntity's Representative.

15.4. IftheContractorfailstoobtainandkeepinforcetheinsurancesreferredto hereinoranyotherinsurancewhichhemay berequiredtoobtainunderthe termsofthisContract,theProcuringEntitymayobtainandkeepinforce any suchinsurancesandpay such premiumsasmay benecessary forthe purpose. Fromtimetotime,theProcuringEntity may deductthe amountit shallpayfor said premiums includingtwentyfive percent(25%) thereinfrom any moniesdue,or whichmay becomedue,totheContractor,without prejudice totheProcuringEntity exercisingitsrighttoimposeother sanctions againsttheContractorpursuantto theprovisions ofthis Contract.

15.5. In the event the Contractor fails to observe the above safeguards, the ProcuringEntitymay,attheContractor'sexpense,takewhatevermeasure is deemed necessary for its protection and that of the Contractor's personnelandthird parties, and/ororder theinterruptionofdangerous Works. Inaddition,theProcuringEntitymay refusetomakethepayments under**GCC**Clause 40until theContractor complies with this Clause.

15.6. TheContractorshallimmediatelyreplacetheinsurancepolicyobtainedas requiredinthisContract,withoutneedoftheProcuringEntity'sdemand,

withanewpolicyissuedbyanewinsurancecompanyacceptabletothe ProcuringEntityfor anyofthefollowinggrounds:

(a) Theissueroftheinsurancepolicyto bereplacedhas:

(i) becomebankrupt;

(ii) beenplacedunderreceivershiporunderamanagement committee;

(iii) beensuedfor suspensionof payment;or

(iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurancepoliciescancelled;or

(v) Wherereasonablegroundsexistthattheinsurermaynot beable,fullyandpromptly,tofulfillitsobligationunderthe insurancepolicy.

16. TERMINATION FORDEFAULTOF CONTRACTOR

16.1. TheProcuringEntityshallterminatethisContractfordefaultwhenanyof thefollowingconditions attenditsimplementation:

(i) DuetotheContractor'sfaultandwhiletheprojectison-going,ithas incurred negativeslippageof fifteen percent(15%)or morein accordancewithPresidential Decree1870,regardlessofwhether or not previouswarningsand noticeshavebeenissued fortheContractorto improve his performance;

(ii) Due toitsownfaultand afterthisContracttime hasexpired,the Contractor incurs delay in the completion of the Work after this Contracthasexpired;or

(iii) TheContractor:

(i) abandonsthecontractWorks,refusesor failstocomplywithavalid instructionoftheProcuringEntityorfailstoproceedexpeditiously andwithoutdelaydespiteawrittennoticebythe ProcuringEntity;

(ii) doesnotactuallyhaveontheprojectSitetheminimumessential equipmentlistedonthebidnecessarytoprosecutethe Worksin accordancewiththeapprovedProgramof Work andequipment deploymentscheduleas requiredfortheproject;

(iii) doesnotexecutetheWorksinaccordancewiththisContractor persistentlyorflagrantlyneglectstocarryoutitsobligationsunder this Contract;

(iv) neglectsorrefusestoremovematerialsortoperformanewWork thathasbeenrejectedas defective or unsuitable; or

(v) sub-letsanypartofthisContractwithoutapprovalbytheProcuring Entity.

16.2. AllmaterialsontheSite,Plant,Works,includingEquipmentpurchasedand funded undertheContractshallbedeemedtobethe property ofthe Procuring Entity ifthisContractisrescinded becauseoftheContractor's default.

17. TERMINATION FORDEFAULTOFPROCURINGENTITY

TheContractormay terminatethisContractwiththeProcuringEntityiftheworks arecompletely stoppedfor acontinuous periodofatleastsixty(60)calendar days throughnofaultofits own, duetoanyofthefollowingreasons:

(a) FailureoftheProcuringEntitytodeliver,withinareasonabletime, supplies, materials, right-of-way, or other items it is obligated to furnishunder theterms ofthis Contract; or

(b) Theprosecutionofthe Workisdisruptedbytheadversepeaceand ordersituation,ascertifiedby theArmedForcesofthePhilippines ProvincialCommanderand approvedbytheSecretary ofNational Defense.

18. TERMINATIONFOR OTHER CAUSES

18.1. TheProcuringEntitymayterminatethisContract,inwholeorinpart,atany timeforitsconvenience. TheHoPEmayterminatethisContractforthe convenience oftheProcuring Entity ifhe hasdeterminedthe existenceof conditionsthat makeProjectImplementationeconomically, financially or technically impracticaland/orunnecessary,suchas,butnotlimitedto, fortuitous event(s)or changes inlawandNational Governmentpolicies.

18.2. TheProcuringEntity ortheContractor may terminatethisContractifthe otherpartycausesafundamentalbreach ofthis Contract.

18.3. Fundamental breachesofContractshallinclude, butshall notbelimitedto, thefollowing:

(a) TheContractorstops workfortwenty eight(28)dayswhennostoppage ofworkisshownonthecurrentProgramof Work andthestoppagehas notbeenauthorized by theProcuringEntity's Representative;

(b) TheProcuring Entity'sRepresentativeinstructstheContractortodelay theprogressofthe Works,andtheinstructionisnotwithdrawnwithin twentyeight(28) days;

(c) TheProcuringEntity shallterminatethisContractiftheContractoris declaredbankruptorinsolventasdeterminedwithfinalitybyacourtof competent jurisdiction. In this event, termination will be without compensationtotheContractor,providedthatsuchterminationwillnot prejudice oraffectany rightofaction orremedy whichhas accruedor will accruethereafter totheProcuring Entityand/or theContractor. In thecaseoftheContractor'sinsolvency,any Contractor'sEquipment whichtheProcuringEntityinstructsinthenoticeistobeuseduntil the completion oftheWorks;

(d) Apaymentcertifiedby theProcuringEntity'sRepresentativeisnot paid by theProcuringEntity totheContractorwithineighty four(84)days fromthedateofthe ProcuringEntity's Representative'scertificate;

(e)TheProcuringEntity'sRepresentativegivesNoticethat failuretocorrect aparticularDefectisafundamental breachofContractand the Contractor failstocorrectitwithinareasonableperiodoftime determined bytheProcuringEntity's Representative;

(f) TheContractordoesnotmaintainaSecurity,whichis required;

(g) TheContractorhasdelayedthecompletionoftheWorksby thenumber ofdaysfor whichthemaximumamountofliquidateddamagescanbe paid,as definedinthe **GCC** Clause9;and

(h) IncaseitisdeterminedprimafaciebytheProcuringEntitythatthe Contractorhasengaged,beforeorduringtheimplementationofthe

contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:

(i) corrupt, fraudulent,collusive,coercive,andobstructivepractices asdefinedin**ITB**Clause3.1(a), unless otherwisespecifiedin the **SCC**;

(ii) drawingup or usingforged documents;

(iii) usingadulteratedmaterials,meansormethods,orengagingin productioncontrarytorules ofscienceor thetrade;and

(iv)anyother actanalogous totheforegoing.

18.4. TheFunding SourceortheProcuringEntity,asappropriate,willseekto imposethemaximum civil,administrativeand/orcriminalpenalties available underthe applicablelaw onindividualsand organizationsdeemedto be involvedwithcorrupt,fraudulent,orcoercivepractices.

18.5. Whenpersonsfromeitherparty tothisContractgivesnoticeofa fundamentalbreachtotheProcuringEntity'sRepresentative inorderto terminatetheexistingcontractforacauseotherthanthoselistedunder **GCC**Clause18.3,theProcuring Entity'sRepresentativeshall decide whether thebreachisfundamental or not.

18.6. IfthisContract isterminated, the Contractorshallstopworkimmediately, maketheSitesafe andsecure, andleavetheSite as soon as reasonably possible.

19. PROCEDURESFORTERMINATIONOFCONTRACTS

19.1. Thefollowingprovisionsshallgoverntheproceduresfortheterminationof this Contract:

(a) Uponreceiptofawrittenreportofactsorcauseswhichmayconstitute ground(s) forterminationasaforementioned, or uponitsowninitiative, theProcuring Entity shall,withinaperiodofseven(7)calendardays, verify theexistenceofsuchground(s) andcausetheexecutionofa VerifiedReport, with all relevant evidenceattached;

(b) UponrecommendationbytheProcuringEntity,the HoPEshallterminate thisContractonly byawrittennoticetotheContractorconveyingthe termination ofthis Contract.Thenoticeshallstate:

(i)thatthisContractisbeingterminatedforanyoftheground(s)afore-mentioned,andastatementoftheactsthatconstitutetheground(s) constitutingthesame;

(ii)theextentoftermination,whether inwhole orin part;

(iii)an instruction to the Contractor to show cause as to why this Contractshouldnotbeterminated;and

(iv)special instructionsofthe ProcuringEntity,ifany.

TheNoticetoTerminateshallbe accompaniedby acopy oftheVerified Report;

(c)Withinaperiodofseven(7)calendardaysfromreceiptoftheNoticeof Termination,theContractor shall submittotheHoPE averified position paperstatingwhy thecontractshould notbeterminated. If the Contractor failstoshow causeafterthelapseoftheseven(7)day period, eitherby inaction orby default, theHoPEshallissuean order terminatingthecontract;

(d)TheProcuringEntitymay,atanytimebeforereceiptoftheContractor's verifiedpositionpaperdescribedinitem(c)abovewithdrawtheNotice toTerminateifitis determinedthatcertainitems or works subjectofthe noticehadbeencompleted, delivered,or performedbefore the Contractor's receipt ofthenotice;

(e)Withinanon-extendibleperiodoften(10)calendardaysfromreceiptof theverifiedpositionpaper, theHoPEshall decidewhetheror notto terminatethisContract. Itshall serveawrittennoticetotheContractor ofitsdecisionand,unlessotherwiseprovidedinthesaid notice, this ContractisdeemedterminatedfromreceiptoftheContractoroftheotice of decision. The termination shall only be based on the ground(s)statedintheNoticetoTerminate;and

(f) The HoPE may create a Contract Termination Review Committee (CTRC)toassisthiminthedischargeofthisfunction. Alldecisions recommended by theCTRCshallbesubjecttothe approvalofthe HoPE.

19.2. Pursuantto Section69(f)ofRA9184andwithoutprejudicetotheimposition ofadditionaladministrativesanctionsastheinternalrulesoftheagency may provideand/orfurthercriminalprosecutionasprovidedby applicable laws,theprocuringentityshallimposeoncontractorsaftertheterminatio of thecontractthepenaltyof suspensionforone (1)yearforthefirst offense,suspension fortwo(2)yearsforthesecondoffensefrom participating inthepublicbidding process, forviolationscommittedduring the contractimplementation stage,whichinclude butnotlimited to the following:

(a) Failureofthecontractor,duesolelytohisfaultornegligence,to mobilizeandstartworkorperformancewithinthespecifiedperiodin theNoticeto Proceed("NTP");

(b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementationofthecontract. Forthe procurementofinfrastructure projectsorconsultancycontracts,lawfulinstructionsincludebutare notlimited*to*thefollowing:

(i) Employment of competent technical personnel, competent engineers and/or work supervisors;

(ii) Provisionofwarningsignsandbarricadesinaccordancewith approvedplansandspecificationsandcontract provisions;

(iii)Stockpilinginproperplacesofallmaterialsandremovalfromthe projectsiteofwasteandexcess materials**,**including broken pavementandexcavated debrisinaccordancewithapproved plansandspecifications andcontract provisions;

(iv)Deploymentofcommittedequipment,facilities,supportstaffand manpower; and

(v) Renewal of theeffectivitydates of the performance security after itsexpiration duringthecourse ofcontractimplementation.

(c) Assignmentand subcontractingofthecontractorany partthereofor substitutionofkey personnelnamedinthe proposalwithoutprior written approval bytheprocuringentity.

(d) Poorperformancebythecontractororunsatisfactoryqualityand/or progress ofwork arisingfromhisfault or negligence as reflectedinthe Constructor's PerformanceEvaluationSystem(“CPES”)ratingsheet. Inthe absence ofthe CPES rating sheet, the existing performance monitoringsystemoftheprocuring entity shall beapplied. Any ofthe followingactsbytheconstructorshall beconstrued aspoor performance:

(i) Negativeslippageof15%andabovewithinthecriticalpath oftheprojectdueentirelytothefaultornegligenceofthe contractor; and

(ii) Qualityofmaterialsandworkmanshipnotcomplyingwiththe approvedspecificationsarisingfromthecontractor'sfaultor negligence.

(e) Willfulordeliberateabandonmentornon-performanceoftheproject orcontractbythecontractorresultingtosubstantialbreachthereof withoutlawful and/or justcause.

Inadditiontothepenaltyofsuspension,theperformancesecurityposted bythecontractor shallalsobeforfeited.

20. FORCEMAJEURE,RELEASEFROMPERFORMANCE

20.1. Forpurposesof thisContractthe terms“*forcemajeure*” and “fortuitous event”maybeusedinterchangeably. Inthisregard,afortuitous eventor *forcemajeure*shall beinterpretedto mean aneventwhichtheContractor could not have foreseen, orwhichthough foreseen, wasinevitable. It shall notincludeordinary unfavorableweatherconditions;andany othercause the effects ofwhich could have been avoided withthe exercise of reasonablediligencebytheContractor.

20.2. Ifthis Contractisdiscontinued by anoutbreakofwarorbyany otherevent entirely outsidethecontrolofeitherthe ProcuringEntity ortheContractor, theProcuringEntity’sRepresentativeshallcertifythatthisContracthas beendiscontinued. TheContractorshall maketheSitesafeandstopwork asquickly aspossibleafterreceivingthiscertificateandshallbepaidforall works carried out before receiving it and for any Work carried out afterwardstowhichacommitment was made.

20.3. Iftheeventcontinues foraperiodofeighty four(84)days,eitherpartymay thengivenoticeoftermination,whichshalltakeeffecttwentyeight(28) days after thegivingofthenotice.

20.4. Aftertermination,the Contractorshall be entitled topaymentofthe unpaid balanceofthevalueofthe WorksexecutedandofthematerialsandPlant reasonablydeliveredto the Site,adjusted bythefollowing:

(a) anysumtowhichtheContractor isentitledunder**GCC**Clause28;

(b) thecostof his suspensionanddemobilization;

(c) anysumtowhichtheProcuringEntityis entitled.

20.5. Thenetbalanceddueshallbepaidorrepaidwithinareasonabletime periodfrom thetimeofthenoticeoftermination.

21. RESOLUTION OFDISPUTES

21.1. Ifany disputeor differenceofany kindwhatsoevershallarise betweenthe partiesin connection withtheimplementationofthecontractcoveredby the Act and this IRR, the parties shall make every effort to resolve amicablysuch dispute or differencebymutualconsultation.

21.2. IftheContractorbelievesthatadecisiontakenbytheProcuringEntity's Representativewaseitheroutside theauthority giventotheProcuring Entity'sRepresentativeby thisContractorthatthedecisionwaswrongly taken,thedecisionshallbereferredtotheArbiterindicatedinthe **SCC**withinfourteen(14) daysof thenotificationoftheProcuringEntity's Representative's decision.

21.3. AnyandalldisputesarisingfromtheimplementationofthisContract coveredbytheR.A.9184anditsIRRshallbesubmittedtoarbitrationin thePhilippines according totheprovisions ofRepublicActNo.876, otherwiseknownasthe" ArbitrationLaw" andRepublicAct 9285, otherwiseknownas the"AlternativeDisputeResolutionActof2004": *Provided,however*, That, disputesthat are withinthecompetenceofthe ConstructionIndustry ArbitrationCommissiontoresolveshallbereferred thereto. Theprocess ofarbitrationshallbeincorporatedas aprovisionin thisContractthatwillbeexecutedpursuanttotheprovisionsoftheAct andits IRR:*Provided, further,*That,by mutualagreement,thepartiesmay agreeinwritingtoresort tootheralternativemodes of disputeresolution.

22. SUSPENSIONOF LOAN,CREDIT,GRANT,ORAPPROPRIATION

Intheevent thattheFundingSourcesuspendstheLoan,Credit,Grant,or AppropriationtotheProcuringEntity,fromwhichpart ofthepaymentstothe Contractorare beingmade:

(a) TheProcuringEntityisobligatedtonotifytheContractorofsuchsuspension withinseven(7)days of havingreceived thesuspension notice.

(b) IftheContractorhasnotreceivedsumsdueifforworkalreadydonewithin forty five(45)days fromthetimetheContractor'sclaimforpaymenthasbeen certifiedby theProcuringEntity'sRepresentative,theContractormay immediately issue a suspension of work notice in accordance with **GCC** Clause45.2.

23. PROCURINGENTITY'sREPRESENTATIVE'sDECISIONS

23.1. Exceptwhere otherwisespecifically stated,theProcuringEntity's Representativewilldecidecontractual mattersbetweentheProcuringEntity andtheContractor intherolerepresentingthe ProcuringEntity's.

23.2. TheProcuringEntity'sRepresentativemaydelegateanyofhisdutiesand responsibilitiestootherpeople,excepttotheArbiter,afternotifyingthe Contractor,andmaycancelanydelegationafter notifyingtheContractor.

24. APPROVAL OF DRAWING ANDTEMPORARY WORKS BYTHE PROCURINGENTITY'SREPRESENTATIVE

24.1. AllDrawingspreparedby theContractorfortheexecutionoftheTemporary Works, are subject to prior approval by the Procuring Entity's Representative beforeits use.

24.2. TheContractor shallberesponsiblefor designofTemporaryWorks.

24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibilityfor designoftheTemporaryWorks.

24.4. TheContractorshallobtainapprovalofthirdpartiestothedesignofthe TemporaryWorks,whenrequiredbytheProcuringEntity.

25. ACCELERATIONANDDELAYSORDEREDBYTHEPROCURING ENTITY'SREPRESENTATIVE

25.1.WhentheProcuringEntitywantstheContractor tofinish before theIntended CompletionDate,theProcuring Entity'sRepresentativewill obtainpriced proposalsforachievingthenecessary accelerationfromtheContractor. If the Procuring Entity accepts these proposals, the Intended Completion Datewillbeadjustedaccordinglyandconfirmedbyboththeprocuring EntityandtheContractor.

25.2. IftheContractor'sFinancialProposalsforanaccelerationareacceptedby theProcuringEntity,theyareincorporatedintheContractPriceandtreated as aVariation.

26. EXTENSIONOF THEINTENDED COMPLETIONDATE

26.1. TheProcuring Entity'sRepresentativeshall extendtheIntendedCompletion DateifaVariationisissuedwhichmakesitimpossible fortheIntended CompletionDatetobeachievedby theContractorwithouttakingstepsto acceleratetheremainingwork,whichwouldcausetheContractortoincur additionalcosts. Nopaymentshallbemadeforanyeventwhichmay warrantthe extension oftheIntendedCompletionDate.

26.2 TheProcuringEntity'sRepresentativeshall decidewhetherandby how muchtoextendtheIntendedCompletionDatewithintwentyone(21)days oftheContractor askingthe ProcuringEntity's Representative for adecision theretoafterfullysubmittingallsupportinginformation. IftheContractor hasfailedtogiveearlywarningofadelay orhas failedtocooperatein dealingwithadelay,thedelay bythisfailureshall notbeconsideredin assessingthenewIntendedCompletionDate.

27. RIGHTTO VARY

27.1. The Procuring Entity's Representative with the prior approval of the ProcuringEntitymayinstructVariations,uptoa maximumcumulative amountoftenpercent(10%) oftheoriginal contractcost.

27.2. Variations shallbevaluedasfollows:

(a) Atalumpsumpriceagreedbetweentheparties;

(b) Whereappropriate,atrates inthis Contract;

(c) intheabsenceofappropriaterates,therates inthisContractshall be usedas thebasisfor valuation;orfailing which

(d) atappropriatenew rates, equalto orlowerthancurrentindustry ratesandtobeagreedupon by both partiesand approvedby the HoPE.

28. CONTRACTORSRIGHTTOCLAIM

IftheContractor incurscost as aresult ofanyofthe events under**GCC** Clause 13, theContractorshallbe entitledtotheamount ofsuchcost.Ifasaresultofany of thesaidevents,itisnecessarytochangethe Works,thisshallbedealtwithasa Variation.

29. DAYWORKS

29.1. Subjectto**GCC**Clause43onVariationOrder,andifapplicableasindicated inthe**SCC**,theDayworksratesintheContractor'sbidshall beused for smalladditionalamounts ofwork onlywhenthe Procuring Entity's Representativehasgivenwritteninstructions inadvanceforadditionalwork tobepaidfor in thatway.

29.2. AllworktobepaidforasDayworks shallberecordedbytheContractor on formsapprovedby theProcuringEntity'sRepresentative. Eachcompleted formshallbeverifiedandsignedby theProcuringEntity'sRepresentative withintwo days ofthework beingdone.

29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. EARLYWARNING

30.1. TheContractorshallwarntheProcuringEntity'sRepresentativeatthe earliestopportunityofspecificlikelyfutureeventsorcircumstancesthat mayadverselyaffectthequalityofthework,increasetheContract Price,or delaytheexecutionoftheWorks. TheProcuringEntity'sRepresentative may requiretheContractortoprovideanestimateoftheexpectedeffectof thefutureeventorcircumstanceontheContractPriceandCompletion Date. The estimate shall be provided by the Contractor as soon as reasonablypossible.

30.2. TheContractorshall cooperatewiththeProcuring Entity'sRepresentativein makingandconsideringproposals forhowtheeffectofsuch an eventor circumstancecanbeavoidedorreducedbyanyoneinvolvedinthework andincarryingoutany resultinginstructionoftheProcuringEntity's Representative.

31. PROGRAMOFWORK

31.1. Within the time stated in the **SCC**, the Contractor shall submit to the ProcuringEntity'sRepresentativefor approvalaProgramof Workshowing thegeneral methods, arrangements, order,andtiming for alltheactivitiesin theWorks.

31.2. AnupdateoftheProgramofWorkshallshow theactualprogressachieved oneachactivity andtheeffectoftheprogress achievedonthetiming ofthe remainingwork, includinganychanges to thesequence oftheactivities.

31.3. TheContractor shallsubmittothe ProcuringEntity'sRepresentativefor approvalan updatedProgramofWorkatintervalsnolongerthan theperiod statedinthe **SCC**. IftheContractordoesnotsubmitanupdatedProgram of Workwithin this period,theProcuringEntity'sRepresentativemay withholdtheamountstatedinthe **SCC**fromthenextpaymentcertificate andcontinuetowithholdthisamountuntilthenextpaymentafterthedate onwhichtheoverdueProgramofWorkhasbeensubmitted.

31.4. TheProcuringEntity'sRepresentative's approvaloftheProgramof Work shallnotaltertheContractor'sobligations. TheContractor mayrevisethe Programof Workand submititttotheProcuring Entity'sRepresentative againatany time. ArevisedProgramof Workshallshow theeffectofany approvedVariations.

31.5. WhentheProgramofWorkisupdated,theContractorshallprovidethe ProcuringEntity'sRepresentativewithanupdatedcashflowforecast. The

cash flow forecast shall include different currencies, as defined in the Contract,convertedasnecessaryusingtheContractexchangerates.

31.6. AllVariations shallbeincludedinupdated ProgramofWork produced bythe Contractor.

32. MANAGEMENT CONFERENCES

32.1. Either the Procuring Entity's Representative or the Contract or may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2. TheProcuring Entity's Representatives hall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. Theresponsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. BILL OF QUANTITIES

33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.

33.2. The Bill of Quantities is used to calculate theContrac tPrice.The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%)of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

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

34. INSTRUCTIONS, INSPECTIONSANDAUDITS

34.1. The Procuring Entity's personnel shall at all reasonable times during Construction of the Work been titled to examine, inspect, measure and test the materials and workmanship, and to check the progress oft he construction.

34.2. If the Procuring Entity's Representative instructs the Contract or to carry out a test ot specified in the Specification to check whether any work has a defect and the test shows that it does,the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

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

35. IDENTIFYING DEFECTS

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

36. COST OF REPAIRS

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

37. CORRECTION OF DEFECTS

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

37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect with in the length of time specified in the Procuring Entity's Representative's notice.

37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotationfor the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. UNCORRECTEDDEFECTS

38.1. The Procuring Entity shall give the Contract or at least fourteen(14) days notice of his intention to use a third party to correct a Defect. If the Contractor does no tcorrect the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party.The cost of the correction will be deducted from the Contract Price.

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

39. ADVANCE PAYMENT

39.1. The Procuring Entity shall, upon a written request of the contract or which Shall be submitted a sacontract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, tobe made in lump sum or, at the most two, installments according to a schedule specified in the **SCC**.

39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable stand by letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

39.3. The advance payment shall be repaid by theContractor by an amount equal to the percentage of the total contract price used for the advance payment.

39.4. The contractor may reduce his stand by letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract,subject to the maximum amount stated in **SCC** Clause 39.1.

40. PROGRESSPAYMENTS

40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

40.2. TheProcuring Entity shall deduct the following from the certified gross Amounts to be paid to the contractor as progress payment:

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

(b) Portion of the advance payment to be recouped for the month.

(c) Retention money in accordance with the condition of contract

(d) Amount to cover third party liabilities.

(e) Amount to cover uncorrected discovered defects in the works.

40.3.Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contract or the amounts certified by the Procuring Entity's Representative with in twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4.The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

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

41. PAYMENT CERTIFICATES

41.1. The Contractor shall submit to the Procuring Entity's Representative Monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

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

41.3. The value of Work executed shall:

(a) Be determined by the Procuring Entity's Representative;

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

(c) include the valuations of approved variations.

41.4. TheProcuring Entity'sRepresentative may exclude any item certified in a Previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. RETENTION

42.1.TheProcuring Entity shall retain from each payment due to the Contractor an Amount equal to a percentage thereof using the rate as specified in **GCC** Sub-Clause 42.2.

42.2. Progress payments are subject to retention of ten percent (10%), referred To as the"retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%)of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

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

42.4. On completion of the whole Works, the Contractor may substitute retention money with an"on demand" Bank guarantee in a form acceptable to the ProcuringEntity.

43. VARIATION ORDERS

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

43.2. Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.

43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the

Original contract,such as,where there a resubsurface 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 theWork or character provided for in the contract.

43.4. Any cumulative Variation Order beyond ten percent(10%) shall be subject of Another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent(10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent(10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven(7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost,and Within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time.Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

(a) If the Procuring Entity's representative/Project Engineer believes that A Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted By the Contractor, the plans therefore, his computations as to the Quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his Inspections and investigations thereon, and the logbook thereof, and A detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to theHoPE for approval.

(b) TheHoPEor his duly authorized representative, upon receipt of the proposed Change Orderor Extra Work Order shall immediately instruct the appropriate technical staff or office of theProcuringEntity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of thework involved.

(c) The technical staff or appropriate office of theProcuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to theHead of ProcuringEntity or his duly authorized representative for consideration.

(d) The,HoPEorhisduly authorized representative,acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.

(e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty(30) calendar days.

44. CONTRACTCOMPLETION

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

45. SUSPENSIONOFWORK

45.1. TheProcuringEntityshallhavetheauthoritytosuspendtheworkwholly or partly bywrittenorder forsuch period asmay bedeemednecessary,due to *forcemajeure*or any fortuitouseventsorforfailureonthepartofthe Contractortocorrectbadconditionswhichareunsafe forworkers orforthe generalpublic,tocarry outvalidordersgivenby theProcuringEntity orto performany provisionsofthecontract,orduetoadjustmentofplans tosuit fieldconditionsasfoundnecessaryduringconstruction.TheContractor shallimmediately complywithsuchordertosuspendtheworkwholly or partly.

45.2. TheContractor orits duly authorizedrepresentativeshall havetherightto suspendworkoperationonanyorallprojects/activitiesalongthecritical pathofactivitiesafter fifteen(15)calendar days fromdateofreceiptof writtennoticefromtheContractor tothe district engineer/regional director/consultant orequivalentofficial, as thecase may be,duetothe following:

(a) Thereexistright-of-wayproblemswhichprohibittheContractorfrom performing work in accordance with the approved construction schedule.

(b) Requisiteconstructionplanswhichmustbeowner-furnishedarenot issuedtothecontractor precludingany work calledfor bysuch plans.

(c) Peace and order conditions make it extremely dangerous, if not possible,towork.However,thisconditionmustbecertifiedinwriting by the Philippine National Police (PNP) station which has responsibilityovertheaffectedareaandconfirmedbytheDepartment ofInterior andLocal Government(DILG) Regional Director.

(d) Thereis failure onthepartoftheProcuringEntitytodeliver government-furnished materialsand equipmentasstipulatedin the contract.

(e) DelayinthepaymentofContractor’sclaim forprogressbillingbeyond forty-five(45) calendar daysfromthetimetheContractor’sclaimhas beencertifiedtobytheprocuringentity’sauthorizedrepresentative that the documents arecompleteunlesstherearejustifiablereasons thereofwhichshall becommunicatedinwritingto theContractor.

45.3. Incaseoftotalsuspension,orsuspensionofactivitiesalongthecritical path,whichisnotdueto any faultoftheContractor, the elapsedtime betweentheeffectivityofthe ordersuspending operationandtheorderto resumeworkshallbeallowedtheContractor by adjustingthecontracttime accordingly.

46. PAYMENT ON TERMINATION

46.1. IftheContractisterminatedbecauseofafundamentalbreachofContract bytheContractor,theProcuringEntity'sRepresentativeshall issuea certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue ofthe certificate and lessthepercentagetoapply tothevalueoftheworknotcompleted,as indicatedintheSCC.AdditionalLiquidated Damagesshallnotapply. Ifthe total amount duetotheProcuringEntity exceeds any payment duetothe Contractor,the differenceshallbeadebtpayabletothe Procuring Entity.

46.2. If theContractisterminated fortheProcuringEntity'sconvenience or becauseofafundamental breachofContractbytheProcuringEntity,the ProcuringEntity'sRepresentativeshallissueacertificateforthevalueof theworkdone,Materialsordered,thereasonablecost ofremovalof Equipment,repatriationoftheContractor'spersonnelemployedsolelyon theWorks, and theContractor'scostsofprotecting andsecuringtheWorks, andless advancepaymentsreceiveduptothedate ofthecertificate.

46.3. Thenetbalancedueshall be paid orrepaidwithintwentyeight(28) days fromthenoticeoftermination.

46.4. IftheContractorhasterminatedtheContract under**GCC**Clauses 17or 18, theProcuringEntity shall promptly return thePerformanceSecurity tothe Contractor.

47. EXTENSIONOFCONTRACT TIME

47.1. Should the amount of additional work of any kind or other special circumstancesofany kindwhatsoeveroccursuchastofairly entitlethe contractor toanextensionofcontracttime,theProcuring Entityshall determinetheamountofsuchextension;providedthattheProcuring Entity isnotboundtotakeintoaccount any claimforanextensionoftimeunless theContractor has, priortotheexpirationofthecontracttimeandwithin thirty(30)calendardaysaftersuchworkhas beencommencedor afterthe circumstancesleading tosuchclaimhavearisen, deliveredtotheProcuring Entity noticesin orderthatitcould haveinvestigatedthem atthattime. FailuretoprovidesuchnoticeshallconstituteawaiverbytheContractor of any claim.Uponreceiptoffulland detailed particulars,theProcuringEntity shall examine the facts and extent of the delay and shall extend the contracttimecompleting thecontractworkwhen,intheProcuring Entity's opinion,thefindings offactsjustifyan extension.

47.2. Noextensionofcontracttimeshall begrantedtheContractor dueto(a) ordinary unfavorableweatherconditionsand(b)inexcusablefailureor negligenceofContractor toprovidetherequiredequipment,supplies or materials.

47.3. Extensionofcontracttimemay begranted only whentheaffected activities fallwithinthecritical path ofthePERT/CPMnetwork.

47.4. No extensionofcontracttimeshall begrantedwhenthereasongivento supporttherequest forextensionwasalreadyconsideredinthe determinationoftheoriginalcontracttimeduring theconductofdetailed engineering andinthepreparationofthecontractdocumentsas agreed upon bythepartiesbefore contractperfection.

47.5. Extension of contract time shall be granted for rainy/unworkable days consideredunfavorablefortheprosecutionoftheworksatthesite,based onthe actualconditionsobtainedatthesite,in excessofthenumberof rainy/unworkabledayspre-determinedbytheProcuringEntityinrelationto

theoriginalcontracttimeduringtheconductofdetailedengineeringandin thepreparationofthecontractdocuments asagreeduponby theparties beforecontractperfection,and/orforequivalentperiodofdelaydue to majorcalamitiessuch asexceptionally destructive typhoons, floodsand earthquakes,andepidemics,andforcausessuchasnon-deliveryontime ofmaterials,working drawings,orwritteninformationtobefurnishedby the ProcuringEntity,non-acquisitionofpermittoenterprivatepropertiesor non-executionofdeedofsaleor donationwithintheright-of-way resultingin complete paralyzation of construction activities, and other meritorious causesasdeterminedby theProcuringEntity'sRepresentativeand approved by theHoPE.Shortageofconstructionmaterials, generallabor strikes,andpeaceandorderproblemsthat disruptconstructionoperations through nofaultoftheContractor may beconsideredas additional grounds forextensionofcontracttimeprovidedtheyarepublicly feltandcertifiedby appropriategovernmentagenciessuchas DTI,DOLE,DILG,andDND, amongothers.Thewrittenconsentofbondsmen mustbeattachedtoany requestoftheContractor for extensionofcontract time andsubmitted tothe ProcuringEntity forconsiderationandthevalidityofthePerformance Securityshallbecorrespondinglyextended.

48. PRICEADJUSTMENT

Exceptfor extraordinary circumstances as determined by NEDAandapproved by theGPPB,nopriceescalationshall beallowed.Nevertheless,incaseswherethe costoftheawardedcontractis affectedby any applicablenew laws,ordinances, regulations,or otheractsoftheGoP, promulgatedafterthedateofbidopening,a contract priceadjustmentshallbemadeorappropriatereliefshall beappliedona noloss-nogainbasis.

49. COMPLETION

The Contractorshallrequestthe ProcuringEntity'sRepresentative to issuea certificateofCompletionofthe Works,andtheProcuringEntity'sRepresentative willdosoupondecidingthatthework is completed.

50. TAKINGOVER

TheProcuringEntityshalltakeovertheSiteandthe Workswithinseven(7)days fromthedatethe Procuring Entity'sRepresentativeissuesacertificateof Completion.

51. OPERATINGANDMAINTENANCEMANUALS

51.1 If"asbuilt"Drawingsand/oroperatingandmaintenancemanualsarerequired,the Contractor shallsupplythembythedates statedinthe **SCC**.

51.2 IftheContractordoes notsupply theDrawingsand/ormanualsby thedates statedinthe**SCC**,orthey donotreceivetheProcuringEntity's Representative'sapproval,theProcuring Entity'sRepresentativeshall withholdthe amountstatedinthe **SCC**from paymentsduetotheContractor.

SECTION V.

SPECIALCONDITIONS OFCONTRACT

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1.17	The **Intended Completion Date** is within **240 calendar days(c.d.)** and it will reckoned from the start date not from the contract effectivity.
1.22	The **Procuring Entity** is Philippine Ports Authority, PMO-Palawan, Admin.Building, Port Area,Puerto Princesa City, Palawan.
1.23	The**Procuring Entity'sRepresentative**is: **Elizalde M. Ulson,PMO-PALAWAN-BACChairperson/ PPDManager**, PMOPalawan,Admin.Building,PortArea, Puerto Princesa City, Palawan.
1.24	The **Site** is located at **Port of Coron,Coron,Palawan** and is defined in the plans/drawings (vicinitymap).
1.28	The**StartDate**shallcommencewithin**SEVEN(7)c.d**.fromthedateof theNoticeto Proceed.
1.31	The**Works*consistof the GENERAL EXPENSES;R.C. WHARF;MOORING AND FENDERINGSYSTEM;AND BACK-UP AREA.***
2.2	NOT APPLICABLE
5.1	The**ProcuringEntity**shallgivepossessionofallpartsoftheSiteto theContractor uponcommencement oftheproject.
6.5	TheContractor shall employthefollowing**KeyPersonnel:** ***a. Project Manager*** ***b. Project Engineer*** ***c. MaterialsEngineer*** ***d. Construction Safety& Health Officer*** ***e. Foreman*** ***f. Others*** ***NOTE:***The**KeyPersonnel**shallbesupportedwith**Bio-data,Photo copy ofvalidPRCLicenseforthe**ProjectEngineer(preferred Civil Engineer),Photocopy ofvalid MaterialsEngineer'sDPWHAccreditation andPhotocopy oftheCertificateofTrainingoftheConstructionSafety and HealthOfficerissued bythe DOLEAccreditedTraining**.
7.4(c)	Nofurther instructions.
7.7	Nofurther instructions.
8.1	Nofurtherinstructions.
10	NONE
11.1	No advance payments or mobilization fees shall, as a rule, be extended or paid to the winning bidder per DOTr memorandum dated July 10, 2018.
12.3	Nofurtherinstructions.
12.5	Incaseofsemi-permanentstructures,such asbuildingsoftypes 1,2, and 3 asclassified undertheNationalBuildingCode ofthePhilippines, concrete/asphalt roads,concreterivercontrol,drainage,irrigationlined canals,riverlanding,deepwells,rockcauseway,pedestrianoverpass,

	And other similar semi-permanentstructures:Five(5)years.
13	IfContractor is a***JointVenture***,"Allpartnersto thejointventureshallbe jointlyandseverallyliabletothe ProcuringEntity."
18.3(a)(1)	Nofurtherinstructions.
21.2	The Arbiter is:(Tobeappointed)
29.1	DayworksareapplicableattherateshowntheContractor'soriginal Bid.
31.1	The Contractorshallsubmit the Program ofWork to the Procuring Entity's Representative within ***Fifteen (15) days*** of delivery of the ***Noticeof Award***.
31.3	TheperiodbetweenProgramofWorkupdates is ***days***. TheamounttobewithheldforlatesubmissionofanupdatedProgramof Work is .
34.3	TheFundingSourceisthe***CorporateBudgetoftheAuthorityforCY 2018.***
39.1	Theamount oftheadvancepaymentis***Fifteenpercent(15%)ofthe Contractcostto berepaidorrecoupedpro-ratafor everybillingof the contractor***.
40.1	Nofurther instructions.
40.3	Nofurtherinstructions.
42.2	Nofurther instructions.
48	Nofurther instructions.
51.1	Thedate by which"as built" drawings are requiredis:. ***Thedatebywhichoperatingandmaintenancemanual arerequired is .***
51.2	Theamountto bewithheldfor failingtoproduce"asbuilt"drawingsand/ or operating and maintenance manuals by the date required is _____

SECTION VI.

TECHNICAL SPECIFICATIONS

BASIS OF PAYMENT

BASISOFPAYMENTFORWORKITEMSINCLUDEDIN THEPROPOSAL

Theworkitemsincludedintheproposalincludingthebasisofpaymentforeachitem are asfollows:

BILL NO.I–GENERAL EXPENSES

1.01Mobilization andDemobilization

The quantity to be paid for shall be the actual number of minimum equipment requirement enumerated in the bid documents mobilized and demobilized. The contractlumpsumpriceshall be fullcompensationforfurnishing all materials,labor, equipment, tools and incidentals necessary to mobilize and demobilize all the minimum equipment requirement enumerated in the bid documents. Fifty percent (50%)ofthe totalamount shallbepayable afterthe mobilizationactivitywhilethe remaining(50%) payableafter demobilization.

1.02 Provision for Lease/RentalofTemporaryFacilities

Thequantitytobepaidforshallbetheactualrentaloftemporarysiteofficeand residence forthe engineer andstaff. Thecontractunitpriceshallbefullcompensation for theprovisionofsiteofficeand residence for the engineer andstaffwithinthe durationofthe project.

1.02Provide Safetyand Health ProgramintheExecution of theProject asprovided for byR.A. 9184

Thequantitytobepaidforshallbetheactualimplementationofsafetyandhealth programandacceptedbytheEngineer.Thecontractunit priceshall befull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals necessarytocomplete the implementationof the Construction Safetyand Health Program,asrequiredandapprovedby theDepartmentofLaborandEmployment (DOLE).

BILL NO.II–R.C.WHARF

2.01RemovalofDilapidated MooringBollards

Thequantitytobepaidforshallbetheactualnumberinunitsofdilapidatedmooring bollardstoberemovedin accordancewiththe plans andspecifications and accepted bytheEngineer.The contractunitpriceshallbefullcompensationforfurnishingall materials,labor,equipment,toolsandincidentalsexpensesnecessary tocompletethe work.

2.02 RemovalofDilapidatedRubberDockFenders

Thequantitytobepaidforshallbetheactualnumberinunitsofdilapidatedrubber dock fenderstoberemovedinaccordancewiththeplansandspecifications and acceptedbythe Engineer.The contractunit price shall be fullcompensation for furnishingallmaterials,labor,equipment,toolsandincidentalsexpensesnecessary to complete thework.

2.03 Demolition of Portion of Existing R.C. Wharf

Thequantitytobepaidforshallbetheactualvolumeincubicmetersofportionof existingR.C.wharfto bedemolishedin accordancewiththe plans andspecifications and accepted by theEngineer. Thecontractunit priceshallbefullcompensationfor furnishingallmaterials,labor,equipment,toolsandincidentalsexpensesnecessary to complete thework.

2.04Disposalof Debrisof DemolishedR.C. Wharf

Thequantitytobepaidforshallbetheactualvolumeincubicmetersofdebrisof demolishedR.C.wharftobe disposedin accordancewiththeplans andspecifications and accepted by theEngineer. Thecontractunit priceshallbefullcompensationfor furnishingallmaterials,labor,equipment,toolsandincidentalsexpensesnecessary to complete thework.

2.05Supply&Place 3,500PSIConcreteforSuperstructure

Thequantitytobepaidforshallbetheactualvolumeincubicmetersof3,500PSI concreteforsuperstructuretobesuppliedandplacedinaccordancewiththeplans andspecifications andacceptedbytheEngineer. Thecontractunitpriceshallbefull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals expensesnecessarytocompletethework.

2.06 Supplyand InstallReinforcing SteelBarsfor Item2.05

Thequantitytobepaidforshallbetheactualweightinkilogramsofreinforcingsteel barsto besupplied andinstalledforitem2.05inaccordancewiththeplans and specificationsandacceptedbytheEngineer.Thecontract unit priceshall befull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

BILL NO.III–MOORINGANDFENDERINGSYSTEM

3.01 Supplyand Deliver to SiteMooringBollard (35T,T-Head) withcomplete accessories

Thequantitytobepaidforshallbetheactualnumberinsetsofmooringbollard(35T, T-head)withcomplete accessoriestobesuppliedand deliveredto siteinaccordance with the plans andspecifications and accepted bythe Engineer.Thecontractunit price shallbefullcompensationfor furnishingallmaterials,labor,equipment,toolsand incidentals expenses necessarytocompletethework.

3.02InstallMooringBollard (35T,T-Head)with completeaccessories

Thequantitytobepaidforshallbetheactualnumberinsetsofmooringbollard(35T, T-head)withcomplete accessoriestobeinstalledin accordance withtheplans and specificationsandacceptedbytheEngineer.Thecontract unit priceshall befull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

3.03 Supplyand Deliver to SiteRubberDockFender (V-Type, 400mmH x 1,000mmL)withcomplete accessories

Thequantitytobepaidforshallbetheactualnumberinsetsofrubberdockfender (V-Type,400mmHx 1,000mmL)withcompleteaccessoriestobesuppliedand deliveredtositeinaccordancewiththeplansandspecificationsandacceptedby the Engineer.Thecontractunitpriceshallbefullcompensationfor furnishingallmaterials, labor, equipment,toolsandincidentalsexpenses necessarytocompletethework.

3.04InstallRubberDockFender(V-Type,400mmHx 1,000mmL) withcomplete accessories

Thequantitytobepaidforshallbetheactualnumberinsetsofrubberdockfender (V-Type, 400mmH x 1,000mmL)withcompleteaccessoriestobeinstalledin accordancewiththe plansandspecificationsandacceptedbytheEngineer. The contract unitpriceshall befullcompensationforfurnishingall materials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

BILL NO.IV–BACK-UPAREA

4.01 Demolition of Damaged/SettledRetaining Wall/Shear Key

The quantity to be paid for shall be the actual volume in cubic meters of damaged/settledretainingwall/shearkey tobedemolishedinaccordancewiththe plans andspecifications and accepted bytheEngineer.Thecontractunit priceshall be fullcompensationfor furnishingallmaterials, labor,equipment,toolsandincidentals expenses necessarytocompletethework.

4.02Removal of Damaged andSettled Concrete Paving Blocks

Thequantitytobepaidforshallbetheactualareainsquaremetersofdamagedand settledconcretepavingblocksto beremovedinaccordancewiththeplans and specificationsandacceptedbytheEngineer.Thecontract unit priceshall befull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

4.03DisposalofConcrete Debris,Paving BlocksandUnsuitableMaterials

Thequantitytobepaidforshallbetheactualvolumeincubicmetersofconcrete debris,pavingblocksandunsuitablematerialstobedisposedin accordancewiththe plans andspecifications and accepted bytheEngineer.Thecontractunit priceshall be fullcompensationfor furnishingallmaterials, labor,equipment,toolsandincidentals expenses necessarytocompletethework.

4.04Supply,Spreadand CompactAggregate BaseCourse(150mmThick)

Thequantitytobepaidforshallbetheactualvolumeincubicmetersofaggregate basecourse(150mmthick) tobesupplied,spreadandcompactedinaccordancewith theplansandspecificationsandacceptedbytheEngineer.Thecontractunitprice shallbefullcompensationfor furnishingallmaterials,labor,equipment,toolsand incidentals expenses necessarytocompletethework.

4.05Supply,Spreadand Compact Cement Treated BaseCourse(150mmThick)

Thequantitytobepaidforshallbetheactualvolumeincubicmetersofcement treatedbasecourse (150mmthick) tobesupplied,spread andcompactedin accordancewiththe plansandspecificationsandacceptedbytheEngineer. The contract unitpriceshall befullcompensationforfurnishingall materials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

4.06Supplyand PlaceLeveling Sand Cushion (50mmThick)

Thequantitytobepaidforshallbetheactualvolumeincubicmetersoflevelingsand cushion(50mmthick) tobesuppliedandplacedinaccordance withtheplansand specificationsandacceptedbytheEngineer.Thecontract unit priceshall befull compensation forfurnishingallmaterials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

4.07 SupplyandInstallInterlocking Concrete Paving Blocks(ICPB) (200mmx100mm x125mm)

Thequantitytobepaidforshallbetheactualareainsquaremetersof Interlocking ConcretePaving Blocks(ICPB)(200mmx 100mmx 125mm)tobesupplied and installed in accordance with the plans and specifications and accepted by the Engineer.Thecontractunitpriceshallbefullcompensationfor furnishingallmaterials, labor, equipment,toolsandincidentalsexpenses necessarytocompletethework.

4.08Supplyand Place 3,500PSIConcretefor Retaining Wall and Shear Keyincluding RSB

Thequantitytobepaidforshallbetheactualvolumeincubicmetersof3,500PSI concrete tobesuppliedand placed forretaining wall andshearkeyincludingRSBin accordancewiththe plansandspecificationsandacceptedbytheEngineer. The contract unitpriceshall befullcompensationforfurnishingall materials,labor, equipment,toolsandincidentals expenses necessarytocompletethework.

4.09 Supplyand InstallConstruction Joint (100mmx100mm x10mmthickAngleBar) Hot-Dip Galvanized

Thequantitytobepaidforshallbetheactuallengthinlinearmetersofconstruction joint(100mmx 100mmx 10mmthickangle bar)hot-dipgalvanizedto besuppliedand installed in accordance with the plans and specifications and accepted by the Engineer.Thecontractunitpriceshallbefullcompensationfor furnishingallmaterials, labor, equipment,toolsandincidentalsexpensesnecessarytocompletethework.

SECTION VII.

DRAWINGS/PLANS

(SUPPLIEDINSEPARATEENVELOPE)

SECTION VIII.

BIDPROPOSALFORMAND BILLOFQUANTITIES

(SUPPLIEDINSEPARATE ENVELOPE)

SECTION IX.

BID FORM

(SUPPLIEDINSEPARATE ENVELOPE)

SECTION X.

FOREIGN ASSISTEDPROJECTS

(SUPPLIED INSEPARATE ENVELOPE)