

# **Republic of the Philippines**

**Department of Agrarian Reform  
SUBDIVISION SURVEY PROJECTS**

## **BID DOCUMENTS**

**Subdivision Survey of the Collective CLOAs 2024 -  
A  
(Non-consulting Services)**

**SPLIT-REF-063D-B-PBD24-01**

**14 August 2024  
(Based on Harmonized PBD Works 5th Edition)**

## **TABLE OF CONTENTS**

<b>SECTION I. INVITATION TO BID .....</b>	<b>3</b>
<b>SECTION II. INSTRUCTIONS TO BIDDERS.....</b>	<b>9</b>
<b>SECTION III. BID DATA SHEET .....</b>	<b>38</b>
<b>SECTION IV. GENERAL CONDITIONS OF CONTRACT .....</b>	<b>56</b>
<b>SECTION V. SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>88</b>
<b>SECTION VI. SPECIFICATIONS .....</b>	<b>98</b>
<b>SECTION VII. MAPS AND OTHER DETAILS PER LOT .....</b>	<b>117</b>
<b>SECTION VIII. BILL OF QUANTITIES.....</b>	<b>118</b>
<b>SECTION IX. BIDDING FORMS .....</b>	<b>121</b>

## ***Section I. Invitation to Bid***



DEPARTMENT OF AGRARIAN REFORM  
**SUPPORT TO PARCELIZATION OF LANDS  
FOR INDIVIDUAL TITLING (SPLIT) PROJECT**



Republic of the Philippines  
Department of Agrarian Reform  
**Support to Parcelization of Lands for Individual Titling  
(SPLIT)**

**Invitation to Bid for  
Subdivision Survey of the Collective CLOAs  
2024 - A**

1. The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of Support to Parcelization of Lands for Individual Titling (SPLIT) and it intends to apply part of the proceeds of this Loan to payments under the contract for the **Subdivision Survey of the Collective CLOAs 2024 - A**.
2. The Department of Agrarian Reform (DAR) now invites bids for **Subdivision Survey of the Collective CLOAs 2024 - A**. Required completion for each the lot for this project is indicated below. Bidders should have completed, within the last ten (10) years, at least one contract similar nature, complexity and contract value of at least half of the EPC of the lot the bidder is intending to bid. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Lot	Region	Provinces	No. of Landholdings	Area in Ha.	Estimated Project Cost (EPC)
1	CAR	ABRA	679	3,886.1658	
		APAYAO	39	752.6185	
		BENGUET	239	1,110.7988	
		IFUGAO	7	262.2404	
		KALINGA	27	294.3572	
		MOUNTAIN PROVINCE	23	246.6714	
		<b>Sub-total for Lot 1</b>		<b>1,014</b>	<b>6,552.8521</b>
2	I	ILOCOS SUR	875	4,647.1955	
		ILOCOS NORTE	1,125	4,396.0602	
		LA UNION	116	438.0283	
		PANGASINAN	118	540.4193	
		<b>Sub-total for Lot 2</b>		<b>2,234</b>	<b>10,021.7032</b>
3	II	CAGAYAN	289	1,464.5496	
		NUEVA VIZCAYA	84	670.4959	
		ISABELA	664	7,124.3200	
		<b>Sub-total for Lot 3</b>		<b>1,037</b>	<b>9,259.3654</b>
4	III	AURORA	136	512.3620	
		NUEVA ECIIA	135	1,875.6629	

		BULACAN	350	560.6789		
		PAMPANGA	17	765.6728		
		TARLAC	147	842.4357		
		ZAMBALES	108	1,415.6968		
		<b>Sub-total for Lot 4</b>	<b>893</b>	<b>5,972.5091</b>	<b>34,043,301.87</b>	
5	IV-A	BATANGAS	50	371.35		
		CAVITE	50	259.7417		
		QUEZON I	33	748.9028		
		QUEZON II	165	857.5226		
		RIZAL	2	0.1050		
			<b>Sub-total for IV-A</b>	<b>300</b>	<b>2,237.6210</b>	
	IV-B	MARINDUQUE	107	294.1369		
		OCCIDENTAL MINDORO	51	240.0489		
		ORIENTAL MINDORO	46	372.7787		
		PALAWAN	37	237.3157		
			<b>Sub-total for IV-B</b>	<b>241</b>	<b>1,144.2802</b>	
		<b>Sub-total for Lot 5</b>	<b>541</b>	<b>3,381.9012</b>	<b>19,276,836.84</b>	
6	V	CAMARINES NORTE	308	2,612.7405		
		CAMARINES SUR I	615	5,011.5395		
		CAMARINES SUR II	413	3,652.6959		
				<b>Sub-total for Lot 6</b>	<b>1,336</b>	<b>11,276.9759</b>
7	V	ALBAY	674	5,785.7535		
		CATANDUANES	316	1,754.5034		
		MASBATE	191	2,362.3736		
		SORSOGON	222	1,134.6050		
				<b>Sub-total for Lot 7</b>	<b>1,403</b>	<b>11,037.2355</b>
		<b>Sub-total for Region V</b>	<b>2,739</b>	<b>22,314.2114</b>		
8	VI	AKLAN	120	1,399.0505		
		GUIMARAS	268	2,644.5943		
		ILOILO	688	10,598.9486		
				<b>Sub-total for Lot 8</b>	<b>1,076</b>	<b>14,642.5934</b>
9	VI	NEGROS OCCIDENTAL I	370	6,506.2816		
		NEGROS OCCIDENTAL II	362	10,003.9195		
				<b>Sub-total for Lot 9</b>	<b>732</b>	<b>16,510.2011</b>
		<b>Sub-total for Region VI</b>	<b>1,808</b>	<b>31,152.7945</b>		
10	VII	BOHOL	135	897.7059		
		CEBU	36	1,752.4279		
		NEGROS ORIENTAL	45	1,401.9639		
				<b>Sub-total for Lot 10</b>	<b>216</b>	<b>4,052.0977</b>
11	VIII	NORTHERN SAMAR	299	2,919.6165		
		EASTERN SAMAR	191	1,693.3760		
		WESTERN SAMAR	170	1,667.5899		
				<b>Sub-total for Lot 11</b>	<b>660</b>	<b>6,280.5824</b>
12	VIII	BILIRAN	269	1,323.2646		
		LEYTE	409	9,466.8273		
		SOUTHERN LEYTE	201	1,491.5693		
				<b>Sub-total for Lot 12</b>	<b>879</b>	<b>12,281.6612</b>
		<b>Sub-total for Region VIII</b>	<b>1,539</b>	<b>18,562.2436</b>		
13	IX	SIBUGAY	616	5,317.1381		




		ZAMBOANGA DEL NORTE	198	1,425.1822	
		ZAMBOANGA DEL SUR	596	4,582.4714	
		<b>Sub-total for Lot 13</b>	<b>1,410</b>	<b>11,324.7917</b>	<b>64,551,312.69</b>
14	X	BUKIDNON	612	3,948.52	
		CAMIGUIN	183	263.0680	
		MISAMIS OCCIDENTAL	57	337.2763	
		MISAMIS ORIENTAL	99	904.1790	
		LANAO DEL NORTE	665	4,672.7743	
		<b>Sub-total for Lot 14</b>	<b>1,616</b>	<b>10,125.8192</b>	<b>57,717,169.44</b>
15	XI	DAVAO CITY	29	345.7142	
		DAVAO DE ORO	17	1,325.6989	
		DAVAO DEL NORTE	135	1,388.9153	
		DAVAO DEL SUR	254	1,946.6646	
		DAVAO OCCIDENTAL	323	2,207.4814	
		DAVAO ORIENTAL	269	2,823.3543	
		<b>Sub-total for Lot 15</b>	<b>1,027</b>	<b>10,037.8287</b>	<b>57,215,623.59</b>
16	XII	NORTH COTABATO	61	9,289.3603	
		SULTAN KUDARAT	162	8,888.1267	
		<b>Sub-total for Lot 16</b>	<b>223</b>	<b>18,177.4870</b>	<b>103,611,675.90</b>
17		SARANGANI	198	1,307.9671	
		SOUTH COTABATO	15	9,823.7760	
		<b>Sub-total for Lot 17</b>	<b>213</b>	<b>11,131.7431</b>	<b>63,450,935.67</b>
		<i>Sub-total for Region XII</i>	436	29,309.2301	
18	CARAGA	AGUSAN DEL SUR	63	9,244.7554	
		SURIGAO DEL SUR	451	5,550.4325	
		<b>Sub-total for Lot 18</b>	<b>514</b>	<b>14,795.1879</b>	<b>84,332,571.03</b>
19		AGUSAN DEL NORTE	32	296.6125	
		DINAGAT ISLANDS	7	3,413.7306	
		<b>Sub-total for Lot 19</b>	<b>55</b>	<b>6,433.1908</b>	<b>36,669,187.56</b>
		<i>Sub-total for CARAGA</i>	569	21,228.3787	
<b>Grand Total</b>			<b>17,079</b>	<b>193,295.7266</b>	<b>1,101,785,641.89</b>

3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 (R.A. 9184), with some amendments, as stated in these bidding documents and is open to all bidders from eligible source countries as defined in the World Bank Procurement Regulations, dated July 2016, revised November 2017 and August 2018. The contract for each lot shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification.
4. Interested bidders may obtain further information from the DAR Bids and Awards Committee (**ATTY. SHIELA MAE GERAPUSCO**, Chairperson BAC-B Secretariat, [procurementdivision.darco2013@gmail.com](mailto:procurementdivision.darco2013@gmail.com), [darco.bacsecretariat.b@dar.gov.ph](mailto:darco.bacsecretariat.b@dar.gov.ph)) and inspect the Bidding Documents at the address given in paragraph 9 below from 9:00am to 5:00 pm, Mondays to Fridays except public holidays.

5. A complete set of Bidding Documents may be purchased by the interested bidders starting 22 August 2024, from the address below and upon payment of the non-refundable fee for the bidding documents in the amount of One Thousand Five Hundred Pesos (Php 1,500). The DAR Cashier's official receipt serves as the proof of payment. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and [www.dar.gov.ph](http://www.dar.gov.ph), provided that bidders shall pay the fee for the Bidding Documents not later than the submission of their bids.
6. The DAR BAC will hold a Pre-Bid Conference on 29 August 2024, at 10:00AM at the Minister's Conference Room, 2<sup>nd</sup> Floor, DARCO Compound, Elliptical Road, Diliman, Quezon City, which shall be open to prospective bidders. Prospective bidders can join virtually participate in the meeting through video conference (bidders may send request to for meeting invite to the meeting to DAR through [procurementdivision.darco2013@gmail.com](mailto:procurementdivision.darco2013@gmail.com) or [darco.bacsecretariat.b@dar.gov.ph](mailto:darco.bacsecretariat.b@dar.gov.ph)).
7. Bids must be delivered on or before 24 September 2024, at 9:00 AM at the BAC-B Secretariat, Procurement Division, Ground Floor, Department of Agrarian Reform (DAR) Compound, Elliptical Rd. Diliman, Quezon, City. All bids must be accompanied by a Bid Securing Declaration. Late bids shall not be accepted.  
  
Bid opening shall be on 24 September 2024, at 10:00 AM. Bids will be opened in the presence of the bidders' representatives who choose to attend at the same address below.
8. The DAR reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**ATTY. SHIELA MAE GERAPUSCO**

*Chairperson, BAC-B Secretariat,  
Procurement Division, Ground Floor,  
Department of Agrarian Reform (DAR) Compound, Elliptical Rd. Diliman, Quezon, City,  
Philippines  
Telephone No.: 63 966 781 2052/ 8928-1011  
Email Address: [procurementdivision.darco2013@gmail.com](mailto:procurementdivision.darco2013@gmail.com),  
[darco.bacsecretariat.b@dar.gov.ph](mailto:darco.bacsecretariat.b@dar.gov.ph)*

  
**ATTY. QUINTIN O. MAGSICO, JR.**  
Assistant Secretary, Finance and  
Management Services, and Procurement /  
Chairperson, Bids and Awards Committee B

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



## TABLE OF CONTENTS

<b>A. GENERAL</b> .....	<b>13</b>
1. Scope of Bid .....	13
2. Source of Funds.....	13
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices .....	13
4. Conflict of Interest.....	15
5. Eligible Bidders .....	16
6. Bidder’s Responsibilities .....	17
7. Origin of GOODS and Services .....	20
8. Subcontracts .....	20
<b>B. CONTENTS OF BIDDING DOCUMENTS</b> .....	<b>20</b>
9. Pre-Bid Conference .....	20
10. Clarification and Amendment of Bidding Documents .....	21
<b>C. PREPARATION OF BIDS</b> .....	<b>21</b>
11. Language of Bids.....	21
12. Documents Comprising the Bid: Eligibility and Technical Components.....	22
13. Documents Comprising the Bid: Financial Component.....	24
14. Alternative Bids.....	25
15. Bid Prices .....	25
16. Bid Currencies .....	26
17. Bid Validity .....	26
18. Bid Security.....	26
19. Format and Signing of Bids.....	29
20. Sealing and Marking of Bids.....	29
<b>D. SUBMISSION AND OPENING OF BIDS</b> .....	<b>30</b>
21. Deadline for Submission of Bids.....	30
22. Late Bids.....	30
23. Modification and Withdrawal of Bids.....	30
24. Opening and Preliminary Examination of Bids.....	31
<b>E. EVALUATION AND COMPARISON OF BIDS</b> .....	<b>33</b>
25. Process to be Confidential .....	33
26. Clarification of Bids .....	33
27. Detailed Evaluation and Comparison of Bids .....	33
28. Post Qualification .....	34

29.	Reservation Clause .....	35
<b>F.</b>	<b>AWARD OF CONTRACT .....</b>	<b>37</b>
30.	Contract Award .....	37
31.	Signing of the Contract.....	37
32.	Performance Security .....	38
33.	Notice to Proceed .....	39
34.	Protest Mechanism.....	36

## **A. General**

### **1. Scope of Bid**

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

### **2. Source of Funds**

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

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

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
  - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
    - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

#### 4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
  - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
  - (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;



- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

- 5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines.
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) The Bidder must have an experience of having completed a Single Largest

Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the EPC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in 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 EPC to be bid, calculated as follows:

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

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

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

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP

or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places

in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods and Services**

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

## **8. Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated

in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of



any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

## **C. Preparation of Bids**

### **11. Language of Bids**

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

### **12. Documents Comprising the Bid: Eligibility and Technical Components**

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –
    - Class "A" Documents
      - (i) PhilGEPS Certificate of Registration and Membership in

accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and

- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class “B” Documents

- (v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

- (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

- (ii) Project Requirements, which shall include the following:

- (ii.1) Organizational chart for the contract to be bid;

- (ii.2) List of contractor’s personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and

- (ii.3) List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

### 13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and

- (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
- (a) Unless otherwise stated in the **BDS**, all Bids that exceed the EPC shall not be accepted.
  - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
    - (ii) The procuring entity has procedures in place to ensure that the EPC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
    - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
    - (iv) The procuring entity has established a system to monitor and report bid prices relative to EPC and engineer's/procuring entity's estimate.
    - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

#### 14. **Alternative Bids**

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and

administrative penalties that may be imposed upon the persons and entities concerned.

## 15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas (BSP)* reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 17. Bid Validity



- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the EPC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the EPC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
    - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during post-

qualification within a period of seven (7) calendar days from receipt of the request for clarification;

- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

## 19. **Format and Signing of Bids**

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL -

TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_- TECHNICAL COMPONENT” and “COPY NO.\_\_\_\_– FINANCIAL COMPONENT” and the outer envelope as “COPY NO.\_\_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

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

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

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

### **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder’s name, its representative and the time the late

bid was submitted.

### 23. **Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

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

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”.

Otherwise, the BAC shall rate the said first 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 forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the EPC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
  - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
  - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

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

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

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

### **25. Process to be Confidential**

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

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

### **26. Clarification of Bids**

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

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

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

27.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not

addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the EPC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

## 28. **Post Qualification**

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.



Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## 29. **Reservation Clause**

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
  - (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall

notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
    - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 32;
  - (c) Signing of the contract as provided in **ITB** Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### 31. **Signing of the Contract**

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, Bidder's response

to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**32. Performance Security**

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2. The Performance Security shall be denominated in Philippine Pesos and 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:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However, if no

Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

**33. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**34. Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity, Department of Agrarian Reform, invites bids for the Conduct of Subdivision Survey Works, as described in Section VI. Specifications
1.2	<p>The name of the Contract is <i>Subdivision Survey of the Collective CLOAs 2024 - A</i>.</p> <p>The identification number of the Contract is SPLIT-REF-063D-B-PBD24-01.</p>
2	<p>The Funding Source is World Bank through Loan No. 9141-PH in the amount of US \$370,000,000.00.</p> <p>The name of the Project is <b>Support to Parcelization of Lands for Individual Titling (SPLIT)</b></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement between the PROCURING ENTITY and the Funding Source. (Hereunder called the “Loan Agreement”).</p> <p>The Payments will be subject in all respect to the terms and conditions of the Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3.1	<p>The World Bank’s Anti-Corruption Policy requires the Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), sub- contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. Any action to influence the procurement process or contract execution for undue advantage is improper.</p> <p>In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. Another party refers to a public official acting in relation to the procurement process or contract execution. Public official includes World Bank staff and employees of other organizations taking or reviewing procurement decisions;</p>

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. The term "party" refers to a public official; the terms "benefit" and "obligations" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution;

(iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. The term "party" refers to a participant in the procurement process or contract execution;

(iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The term "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or establish bid prices at artificial, noncompetitive levels, or are privy to each other's bid prices or other conditions;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(vi) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph (e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract in question.

(c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;



	<p>(d) will sanction a firm or an individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:</p> <p>(i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub- contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of the World Bank Guidelines for Procurement of Goods, Works, and Non-Consulting Services;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan or grant, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by Bank.</p>								
5.1	The Financing Agreement provides that procurement process shall follow the Bank's Procurement Regulations, and Para 3.21, Section III – Governance, thereof permits the participation of eligible firms from all countries except for those mentioned in Para 3.23 thereof.								
5.1(e)	The Joint Venture (JV) shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. There is no limit on the number of members in a JV.								
5.2	Foreign bidders may participate in this Project as provided for in the Financing Agreement which provides that procurement shall follow the Bank's Procurement Regulations specifically Para 3.21, Section III – Governance, thereof permits the participation of firm from all countries except for those mentioned in Para. 3.23 thereof.								
5.4	<p>(a) To be considered eligible and qualified, a Bidder must have:</p> <table border="1" data-bbox="406 1944 1418 2085"> <tr> <td data-bbox="406 1944 662 2085"><b>Requirement s</b></td> <td data-bbox="662 1944 917 2085"><b>Single Entity</b></td> <td colspan="2" data-bbox="917 1944 1418 2000"><b>Joint Venture (existing or intended)</b></td> </tr> <tr> <td></td> <td></td> <td data-bbox="917 2000 1173 2085"><b>All members combined</b></td> <td data-bbox="1173 2000 1418 2085"><b>Each Member</b></td> </tr> </table>	<b>Requirement s</b>	<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>				<b>All members combined</b>	<b>Each Member</b>
<b>Requirement s</b>	<b>Single Entity</b>	<b>Joint Venture (existing or intended)</b>							
		<b>All members combined</b>	<b>Each Member</b>						

	<p>I. A successful experience as a survey firm in the survey works of at one (1) contract of a similar nature, complexity and contract value of at least half of the EPC of the lot/s to be bid, during the last ten (10) years. Ongoing contracts can be cited if the work is more than 50% complete;</p>	<p>Must meet requirement</p>	<p>Must meet requirement <sup>1</sup> <sub>2</sub></p>	<p>No specific requirement.</p>
	<p>II. Must not have a survey contract(s) with DAR that was / were willfully or deliberately abandoned by the contractor / bidder;</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>
	<p>III. Must not have a negative slippage of at</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>

<sup>1</sup> In determining whether the JV meets the requirement for completed contract, **only contract(s) completed by any member or members which meets the minimum value required shall be considered and aggregated for all the members of the JV.**

<sup>2</sup> For contracts under which the Bidder participated as a joint venture member or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement. **Bidders must specifically provide documentary evidence of the Bidder's role or participation in the contracts under where the Bidder participated as a joint venture member or Subcontractor.**

	least 25% <sup>3</sup> for current contracts with government agencies.				
	IV. A Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5, or a total survey cash flow requirement of at least 75% of the lot(s) under consideration for award. Total survey cash flow requirement would include financial resources (current assets minus current liabilities extracted from the latest AFS and/or committed line of credit) less its current contract commitments.	Must meet requirement	Must meet requirement <sup>4</sup>	No specific requirement.	
For this purpose, similar contracts shall refer to survey works as parcellary, cadastral, relocation or subdivision surveys preferably with the use of Geographic Information System (GIS).					

<sup>3</sup> The agency's latest up-to-date report indicating delays of minimum 25% negative slippage (i) should not be attributable to the Procuring Entity, and (ii) excludes issues beyond the control of the contractor such as peace and order situation, and refusal of farmer beneficiaries to cooperate/ allow the contractor entry, as verified by DAR.

<sup>4</sup> **In determining whether the JV meets the requirement for NFCC or survey cash flow requirement, the NFCC or aggregate financial capacity of any member or members which meets the minimum value required shall be considered compliance for all the members of the JV**

5.5	<p>Item 5.5 is amended to read as follows:</p> <p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the <b>EPC</b> to be bid, calculated as follows:</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.</p> <p>For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards</p>
6.4	<p>ITB Clause 6.4 is amended as to read:</p> <p>It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.</p>
8.1	<p>Subcontracting is not allowed.</p>
9.1	<p>The Date, Time and Venue of the Pre-Bid Conference is:</p> <p>29 August 2024, at 10:00AM at the Minister's Conference Room, 2<sup>nd</sup> Floor. Department of Agrarian Reform, Elliptical Rd. Diliman, Quezon, City, Philippines</p>
10.1	<p>The Procuring Entity's address is:</p> <p>The Department of Agrarian Reform (DAR) Compound, Elliptical Rd. Diliman, Quezon, City, Philippines</p>
10.4	<p>No further instructions.</p>
11.0	<p>ITB Clause 11.0 is amended to read:</p> <p>The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements</p>

	<p>or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and <b><u>shall be apostillized by the Competent Authority of the country of origin</u></b> or authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid</p>
12.1	<p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall not be declared non-responsive.</p> <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. <u>Eligibility Requirements</u></p> <p>i. Registration Certification of the Company/ Partnership with Securities and Exchange Commission (SEC) as a Survey Firm, or from the Department of Trade and Industry (DTI) for sole proprietorship;</p> <p>ii. List of relevant contracts that comply to experience requirement as specified in ITB Clause 5.4 and 5.5;</p> <p>The list shall indicate for each contract the following:</p> <p>(ii.1) name of the contract;</p> <p>(ii.2) date of the contract;</p> <p>(ii.3) contract duration;</p> <p>(ii.4) owner's name and address;</p> <p>(ii.5) nature of work;</p> <p>(ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;</p> <p>(ii.7) total contract value at award;</p> <p>(ii.8) date of completion or estimated completion time;</p> <p>(ii.9) total contract value at completion, if applicable;</p> <p>(ii.10) percentages of planned and actual accomplishments, if applicable; and</p> <p>(ii.11) value of outstanding works, if applicable.</p> <p>The list of the Bidder's contracts as required in ITB Clause 5.4 shall be supported by the Notice of Award, Notice to Proceed, and proof of acceptance. In case of contracts with the private sector, an equivalent document shall be submitted</p> <p>iii. Audited financial statement stamped "received" by the BIR for the preceding calendar year which should not be earlier than two (2)</p>

	<p>years from the date of bid submission;</p> <p>iv. NFCC or cash flow computation or committed line of credit from a Universal or Commercial Bank.</p> <p>v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.</p> <p><b>b. <u>Technical Documents</u></b></p> <p>i. Bid Security or Bid Securing Declaration as required in ITB 18</p> <p>ii. List of contractor’s personnel to be assigned to the contract / lot to be bid per below ITB Clause 12.1(b)(ii.2).</p> <p>iii. List of contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project / lot per below ITB Clause 12.1(b)(iii.3).</p> <p>Foreign bidders may submit their valid equivalent documents for the type and cost of the contract for this Project as a pre-condition for award as provided in the Financing Agreement, and ITB Nos. 12.1(b)(ii.2) and 12.1(b)(ii.3)</p>
12.1(a)(iii)	None
12.1(b)(ii.2)	<p>Bidders/Contractors must propose competent staff in all functional areas of project management, field survey, computations and adjustment, cartography that will be capable of delivering the required output.</p> <p>At least one (1) standard survey team will be required for each lot comprising of 1000 hectares. In the event that the total area exceeds 1000 hectares, an additional standard survey team shall be required provided once the excess area exceeds 500 hectares. (e.g., 2,499 hectares will require 2 standard teams, 2,501 hectares will require 3 standard teams). For lots which exceed 1000 hectares or in cases where bidders bid on multiple lots, the standard survey team composition may be adjusted with clear reasoning, and justification in the Project Management Plan.</p> <p>Details of the standard survey team competency, composition and the indicative project timeline should be clearly defined in the submitted Project Management Plan (PMP). A Project Management Plan (PMP) is required for this Project. Proposals that fail to provide an adequate PMP as specified or proposals that fail to provide a PMP that demonstrates that the work can be completed in the specified project duration will be rejected. Proposals must provide competent staff across all functional areas or the corresponding required teams based on the area and project duration, unless there is an adequate PMP that clearly demonstrates how the work can be done with the recommended number of teams and/or revised team composition within the specified project duration.</p> <p><b>STANDARD SURVEY TEAM</b></p> <p><b><i>A Chief of Party is required to lead and supervise the standard survey</i></b></p>

*team and shall be allowed to manage up to a maximum of 4 teams simultaneously, provided that the landholdings are within the same region.*

- a. Asst. Chief of Party (Geodetic Engineer)
- b. Instrument Personnel (Preferably Geodetic Engineer)
- c. AutoCAD Operator/Data Processor
- d. Survey Aid

**Chief of Party (Geodetic Engineer)**

1. Must have at least five (5) years of experience as Chief of Party or Project Engineer on a Project of the similar nature. Evidence of the required experience must be attached as part of the bid;
2. Must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division where he/she is a member;
3. With CARP accreditation;
4. With LAMS accreditation;
5. With LRA accreditation; and

**Assistant Chief of Party (Geodetic Engineer)**

1. Must have at least two (2) years of survey experience on a Project of the similar nature;
2. Must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division he/she is a member;
3. With CARP accreditation;
4. With LAMS accreditation;
5. With LRA accreditation; and

**Instrument Personnel**

1. Must have at least two (2) years of survey experience on a Project of the similar nature;
2. If a Geodetic Engineer, must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division he/she is a member;

*If Geodetic Engineer, experience is not required.*

**AutoCAD Operator/ Data Processor**

1. With AutoCAD Training as evidenced by a certificate from a training institution;
2. Must have at least two (2) years of experience in using AutoCAD and other related surveying software; and

**Survey Aide**

	<p>1. Completion of two years college studies in engineering or other related courses;</p> <p>2. Must have at least one (1) year of survey experience; and</p> <p><b><i>No changes of contractor's personnel shall be allowed, except with prior written approval of the Office of the SPLIT Project National Project Director and Office of the Deputy National Project Director for Procurement.</i></b></p>
12.1(b)(iii.3)	<p>At a minimum, the bidder/contractor should have proof or evidence that the following equipment is available for each lot of the bid project:</p> <p>a. At least 1 RTK System (base station and at least one rover)</p> <p>b. At least 1 Total Station</p> <p>All equipment and software to be used in the execution of the works must be calibrated and registered with the DENR/LMB-NAMRIA and in good working condition at all times. Evidence of valid and current instrument calibration should be submitted with the bid.</p> <p>Each standard survey team offered in accordance to Section X of the Terms of Reference must have a specific set of minimum equipment. The specific set of minimum equipment to be assigned to a specific survey team must not be offered to another survey team within the same lot or in any other lots/s unless clarified and justified in the PMP.</p> <p>In the event that the total area exceeds 1000 hectares, an additional set of equipment shall be required provided that the excess area exceeds 500 hectares. (e.g., 2,499 hectares will require 2 sets of equipment, 2,501 hectares will require 3 sets of equipment), unless clarified and justified in the PMP.</p> <p>Furthermore, the bidder/contractor is also required to have the corresponding computer equipment with appropriate software (AutoCAD or equivalent, survey processing software, etc.) to process the field observations and produce the required survey returns and other outputs as requested by DAR under this contract.</p>
13.1(a)	No further instructions.
13.2(a) & (b)	There is no ceiling for Financial Proposals.
14.2	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until ninety (90) calendar days from bid opening date.
18.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:



1. The amount of not less than 2% of EPC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit from a Universal or Commercial Bank; or
2. The amount of not less than 5% of EPC if bid security is in Surety Bond;

Lot	EPC	Required Bid Security	
		Cash, Cashier's/ manager's check, bank draft/ guarantee	Surety Bond
1	37,351,256.97	747,000.00	1,868,000.00
2	57,123,708.36	1,142,000.00	2,856,000.00
3	52,778,382.80	1,056,000.00	2,639,000.00
4	34,043,301.87	681,000.00	1,702,000.00
5	19,276,836.84	386,000.00	964,000.00
6	64,278,762.63	1,286,000.00	3,214,000.00
7	62,912,242.35	1,258,000.00	3,146,000.00
8	83,462,782.38	1,669,000.00	4,173,000.00
9	94,108,146.27	1,882,000.00	4,705,000.00
10	23,096,956.89	462,000.00	1,155,000.00
11	35,799,319.68	716,000.00	1,790,000.00
12	70,005,468.84	1,400,000.00	3,500,000.00
13	64,551,312.66	1,291,000.00	3,228,000.00
14	57,717,169.62	1,154,000.00	2,886,000.00
15	57,215,623.75	1,144,000.00	2,861,000.00
16	103,611,675.92	2,072,000.00	5,181,000.00
17	63,450,935.67	1,269,000.00	3,173,000.00
18	84,332,570.83	1,687,000.00	4,217,000.00
19	36,669,187.56	733,000.00	1,833,000.00

*Note:*

*1. Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted.*

*2. In case of a Joint Venture, the Bid Security must be in the name of all members to the Joint Venture that submits the Bid*

18.2	The bid security shall be valid until one hundred twenty (120) calendar days from the date set for Bid opening date.																				
20.3	Each Bidder shall submit: a. one (1) original and b. four (4) copies of the first and second components of its bid; and c. electronic copy of the bid should also be submitted in PDF file format in a flash drive. Should there be discrepancies, the original copy would prevail.																				
21	The address for submission of bids is <b><i>BAC Secretariat Office, Procurement Division, Ground Floor, Department of Agrarian Reform (DAR) Compound, Elliptical Rd. Diliman, Quezon, City, Philippines.</i></b> The deadline for submission of bids is 24 September 2024, 9:00AM.																				
24.1	The place of bid opening is <b><i>The Minister’s Conference Room, 2<sup>nd</sup> Floor, DAR Central Office, Elliptical Rd. Diliman, Quezon, City, Philippines</i></b>  The date and time of bid opening is 24 September 2024, 10:00AM.																				
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall not be declared non-responsive, but the documents shall be kept by the Procuring Entity.																				
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.																				
24.7	Instructions on specific requirements for JV are provided in BDS Clause 5.4, <b><u>12.1(b)(ii.2), 12.1(b)(iii.3), and 18.1.</u></b>																				
27.4	No financial ceiling.																				
27.7	<p>The Subdivision Survey are packaged in lots listed in Annex “A”. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation in accordance with ITB Clause 5.5, or total survey cash flow requirement must be sufficient for all the lots or contracts to be awarded to the Bidder. Total survey cash flow requirement must be equivalent to 75% of the EPC of ALL the lot(s) being bid considered for award.</p> <table border="1"> <thead> <tr> <th>Lot</th> <th>EPC</th> <th>NFCC</th> <th>Cash Flow Requirement</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>37,351,256.97</td> <td>37,351,256.97</td> <td>28,013,442.73</td> </tr> <tr> <td>2</td> <td>57,123,708.36</td> <td>57,123,708.36</td> <td>42,842,781.27</td> </tr> <tr> <td>3</td> <td>52,778,382.80</td> <td>52,778,382.80</td> <td>39,583,787.10</td> </tr> <tr> <td>4</td> <td>34,043,301.87</td> <td>34,043,301.87</td> <td>25,532,476.40</td> </tr> </tbody> </table>	Lot	EPC	NFCC	Cash Flow Requirement	1	37,351,256.97	37,351,256.97	28,013,442.73	2	57,123,708.36	57,123,708.36	42,842,781.27	3	52,778,382.80	52,778,382.80	39,583,787.10	4	34,043,301.87	34,043,301.87	25,532,476.40
Lot	EPC	NFCC	Cash Flow Requirement																		
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		5	19,276,836.84	19,276,836.84	14,457,627.63	
		6	64,278,762.63	64,278,762.63	48,209,071.97	
		7	62,912,242.35	62,912,242.35	47,184,181.76	
		8	83,462,782.38	83,462,782.38	62,597,086.79	
		9	94,108,146.27	94,108,146.27	70,581,109.70	
		10	23,096,956.89	23,096,956.89	17,322,717.67	
		11	35,799,319.68	35,799,319.68	26,849,489.76	
		12	70,005,468.84	70,005,468.84	52,504,101.63	
		13	64,551,312.66	64,551,312.66	48,413,484.50	
		14	57,717,169.62	57,717,169.62	43,287,877.21	
		15	57,215,623.75	57,215,623.75	42,911,717.81	
		16	103,611,675.92	103,611,675.92	77,708,756.94	
		17	63,450,935.67	63,450,935.67	47,588,201.75	
		18	84,332,570.83	84,332,570.83	63,249,428.12	
		19	36,669,187.56	36,669,187.56	27,501,890.67	
28.2	<p>The following documents shall be submitted during the period of post-qualification:</p> <ul style="list-style-type: none"> <li>a. Business Permit issued by the local government where the principal place of business of the Bidder is located; and</li> <li>b. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System</li> </ul>					
31.4(f)	<p>The additional documents required during opening of bids are the following:</p> <ul style="list-style-type: none"> <li>a) Activity Schedule with GANTT Chart</li> <li>b) An indicative <b>Project Management Plan</b> (in accordance with the instructions in the Specifications);</li> <li>c) Approach to Quality Assurance of the Survey Works.</li> <li>d) Certificate of Registration of equipment to be used in the project implementation;</li> <li>e) Labor/Service Contract of key personnel such as Chief of Party, Asst. Chief of Party, Instrument Personnel, AutoCAD Operator/ Data Processor, and Survey Aide who will be deployed in the project implementation; and</li> <li>f) Personal Data Sheet (PDS) or curriculum vitae of key personnel such as Chief of Party, Asst. Chief of Party, Instrument Personnel, AutoCAD Operator/ Data Processor, and Survey Aide who will be deployed in the project implementation.</li> </ul>					
32.2	No further instructions					

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

## TABLE OF CONTENTS

<b>1. DEFINITIONS .....</b>	<b>59</b>
<b>2. INTERPRETATION.....</b>	<b>61</b>
<b>3. GOVERNING LANGUAGE AND LAW.....</b>	<b>61</b>
<b>4. COMMUNICATIONS .....</b>	<b>61</b>
<b>5. POSSESSION OF SITE .....</b>	<b>62</b>
<b>6. THE CONTRACTOR’S OBLIGATIONS.....</b>	<b>62</b>
<b>7. PERFORMANCE SECURITY .....</b>	<b>63</b>
<b>8. SUBCONTRACTING .....</b>	<b>64</b>
<b>9. LIQUIDATED DAMAGES .....</b>	<b>64</b>
<b>10. SITE INVESTIGATION REPORTS .....</b>	<b>65</b>
<b>11. THE PROCURING ENTITY, LICENSES AND PERMITS .....</b>	<b>65</b>
<b>12. CONTRACTOR’S RISK AND WARRANTY SECURITY .....</b>	<b>65</b>
<b>13. LIABILITY OF THE CONTRACTOR .....</b>	<b>67</b>
<b>14. PROCURING ENTITY’S RISK.....</b>	<b>67</b>
<b>15. INSURANCE .....</b>	<b>68</b>
<b>16. TERMINATION FOR DEFAULT OF CONTRACTOR .....</b>	<b>69</b>
<b>17. TERMINATION FOR DEFAULT OF PROCURING ENTITY .....</b>	<b>70</b>
<b>18. TERMINATION FOR OTHER CAUSES .....</b>	<b>70</b>
<b>19. PROCEDURES FOR TERMINATION OF CONTRACTS.....</b>	<b>71</b>
<b>20. FORCE MAJEURE, RELEASE FROM PERFORMANCE.....</b>	<b>74</b>
<b>21. RESOLUTION OF DISPUTES .....</b>	<b>74</b>
<b>22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION .....</b>	<b>75</b>
<b>23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS.....</b>	<b>75</b>
<b>24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE .....</b>	<b>75</b>
<b>25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE .....</b>	<b>76</b>
<b>26. EXTENSION OF THE INTENDED COMPLETION DATE.....</b>	<b>76</b>
<b>27. RIGHT TO VARY .....</b>	<b>76</b>
<b>28. CONTRACTORS RIGHT TO CLAIM.....</b>	<b>77</b>

<b>29. DAYWORKS.....</b>	<b>77</b>
<b>30. EARLY WARNING.....</b>	<b>77</b>
<b>31. PROGRAM OF WORK.....</b>	<b>77</b>
<b>32. MANAGEMENT CONFERENCES .....</b>	<b>78</b>
<b>33. BILL OF QUANTITIES.....</b>	<b>78</b>
<b>34. INSTRUCTIONS, INSPECTIONS AND AUDITS.....</b>	<b>79</b>
<b>35. IDENTIFYING DEFECTS .....</b>	<b>79</b>
<b>36. COST OF REPAIRS .....</b>	<b>79</b>
<b>37. CORRECTION OF DEFECTS.....</b>	<b>79</b>
<b>38. UNCORRECTED DEFECTS .....</b>	<b>80</b>
<b>39. ADVANCE PAYMENT .....</b>	<b>80</b>
<b>40. PROGRESS PAYMENTS.....</b>	<b>80</b>
<b>41. PAYMENT CERTIFICATES.....</b>	<b>81</b>
<b>42. RETENTION.....</b>	<b>81</b>
<b>43. VARIATION ORDERS .....</b>	<b>82</b>
<b>44. CONTRACT COMPLETION .....</b>	<b>84</b>
<b>45. SUSPENSION OF WORK.....</b>	<b>84</b>
<b>46. PAYMENT ON TERMINATION.....</b>	<b>85</b>
<b>47. EXTENSION OF CONTRACT TIME.....</b>	<b>85</b>
<b>48. PRICE ADJUSTMENT.....</b>	<b>86</b>
<b>49. COMPLETION.....</b>	<b>86</b>
<b>50. TAKING OVER .....</b>	<b>86</b>
<b>51. OPERATING AND MAINTENANCE MANUALS.....</b>	<b>87</b>

## 1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC** Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC** Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in **GCC** Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by the Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one-year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.15. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17. The **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's

- Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity, and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.



## **2. Interpretation**

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
  - a) Contract Agreement;
  - b) Bid Data Sheet;
  - c) Instructions to Bidders;
  - d) Addenda to the Bidding Documents;
  - e) Special Conditions of Contract;
  - f) General Conditions of Contract;
  - g) Terms of Reference;
  - h) Bill of Quantities; and
  - i) Drawings/ Maps.

## **3. Governing Language and Law**

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

## **4. Communications**

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

## **5. Possession of Site**

- 5.1. On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

## **6. The Contractor's Obligations**

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **SCC**, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and

has no further connection with the Work in this Contract.

- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## **7. Performance Security**

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - (b) The Contractor has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result

of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **8. Subcontracting**

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

## **9. Liquidated Damages**

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of

action and remedies available under the circumstances.

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

## **10. Site Investigation Reports**

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

## **11. The Procuring Entity, Licenses and Permits**

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

## **12. Contractor's Risk and Warranty Security**

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- (a) Contractor – Where Structural Defects/Failures arise due to faults

attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;

- (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
  - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
  - (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)

(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

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

### **13. Liability of the Contractor**

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

### **14. Procuring Entity's Risk**

- 14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

## 15. Insurance

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Contractor's All Risk Insurance;
  - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - (c) Personal injury or death of Contractor's employees; and
  - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.
- The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.
- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with



a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

- (a) The issuer of the insurance policy to be replaced has:
  - (i) become bankrupt;
  - (ii) been placed under receivership or under a management committee;
  - (iii) been sued for suspension of payment; or
  - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
  - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **16. Termination for Default of Contractor**

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

- (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
  - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
  - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (iv) neglects or refuses to remove materials or to perform a new

Work that has been rejected as defective or unsuitable; or

- (v) sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor's default.

## **17. Termination for Default of Procuring Entity**

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

- (a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

## **18. Termination for Other Causes**

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

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

18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will

accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty-four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
  - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the **SCC**;
  - (ii) drawing up or using forged documents;
  - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (iv) any other act analogous to the foregoing.

18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

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

## **19. Procedures for Termination of Contracts**

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

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

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may

provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
  - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System (“CPES”) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
  - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or

negligence.

- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

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

- 20.1. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
  - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **21. Resolution of Disputes**

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity’s Representative was either outside the authority given to the Procuring Entity’s

Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however*, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

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

- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (b) If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause 45.2.

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

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

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

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

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

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

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

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

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **27. Right to Vary**

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
  - (b) where appropriate, at rates in this Contract;
  - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
  - (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.



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

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

## **29. Dayworks**

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

## **30. Early Warning**

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

## **31. Program of Work**

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to

withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

## **32. Management Conferences**

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

## **33. Bill of Quantities**

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

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

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

### **35. Identifying Defects**

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

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

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

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

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

### **38. Uncorrected Defects**

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

### **39. Advance Payment**

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

### **40. Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.

- (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty-eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

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

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

#### **42. Retention**

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

### **43. Variation Orders**

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
  - (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
  - (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
  - (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
  - (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

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

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

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

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
  - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
  - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
  - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
  - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the



effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

#### **46. Payment on Termination**

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

#### **47. Extension of Contract Time**

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall

within the critical path of the PERT/CPM network.

- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

#### **48. Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### **49. Completion**

The Contractor shall request the Procuring Entity's Representative to issue a certificate of Completion of the Works, and the Procuring Entity's Representative will do so upon deciding that the work is completed.

#### **50. Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

## **51. Operating and Maintenance Manuals**

- 51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

## Section V. Special Conditions of Contract

1.17	The Intended Completion Date are as follows:.				
	Lot	Region	Provinces	No. of Landholdings	Area in Ha.
1	CAR	ABRA	679	3,886.1658	270
		APAYAO	39	752.6185	
		BENGUET	239	1,110.7988	
		IFUGAO	7	262.2404	
		KALINGA	27	294.3572	
		MOUNTAIN PROVINCE	23	246.6714	
		<b>Sub-total for Lot 1</b>	<b>1,014</b>	<b>6,552.8521</b>	
2	I	ILOCOS SUR	875	4,647.1955	365
		ILOCOS NORTE	1,125	4,396.0602	
		LA UNION	116	438.0283	
		PANGASINAN	118	540.4193	
		<b>Sub-total for Lot 2</b>	<b>2,234</b>	<b>10,021.7032</b>	
3	II	CAGAYAN	289	1,464.5496	270
		NUEVA VIZCAYA	84	670.4959	
		ISABELA	664	7,124.3200	
		<b>Sub-total for Lot 3</b>	<b>1,037</b>	<b>9,259.3654</b>	
4	III	AURORA	136	512.3620	270
		NUEVA ECIJA	135	1,875.6629	
		BULACAN	350	560.6789	
		PAMPANGA	17	765.6728	
		TARLAC	147	842.4357	
		ZAMBALES	108	1,415.6968	
		<b>Sub-total for Lot 4</b>	<b>893</b>	<b>5,972.5091</b>	
5	IV-A	BATANGAS	50	371.35	180
		CAVITE	50	259.7417	
		QUEZON I	33	748.9028	
		QUEZON II	165	857.5226	
		RIZAL	2	0.1050	
		<b>Sub-total for IV-A</b>	<b>300</b>	<b>2,237.6210</b>	
	IV-B	MARINDUQUE	107	294.1369	
		OCCIDENTAL MINDORO	51	240.0489	
		ORIENTAL MINDORO	46	372.7787	
		PALAWAN	37	237.3157	
		<b>Sub-total for IV-B</b>	<b>241</b>	<b>1,144.2802</b>	
<b>Sub-total for Lot 5</b>	<b>541</b>	<b>3,381.9012</b>			
6	V	CAMARINES NORTE	308	2,612.7405	270
		CAMARINES SUR I	615	5,011.5395	
		CAMARINES SUR II	413	3,652.6959	

			<b>Sub-total for Lot 6</b>	<b>1,336</b>	<b>11,276.9759</b>	
7			ALBAY	674	5,785.7535	365
			CATANDUANES	316	1,754.5034	
			MASBATE	191	2,362.3736	
			SORSOGON	222	1,134.6050	
			<b>Sub-total for Lot 7</b>	<b>1,403</b>	<b>11,037.2355</b>	
			<i>Sub-total for Region V</i>	2,739	22,314.2114	
8		VI	AKLAN	120	1,399.0505	365
			GUIMARAS	268	2,644.5943	
			ILOILO	688	10,598.9486	
			<b>Sub-total for Lot 8</b>	<b>1,076</b>	<b>14,642.5934</b>	
9		VI	NEGROS OCCIDENTAL I	370	6,506.2816	365
			NEGROS OCCIDENTAL II	362	10,003.9195	
			<b>Sub-total for Lot 9</b>	<b>732</b>	<b>16,510.2011</b>	
			<i>Sub-total for Region VI</i>	1,808	31,152.7945	
10		VII	BOHOL	135	897.7059	180
			CEBU	36	1,752.4279	
			NEGROS ORIENTAL	45	1,401.9639	
			<b>Sub-total for Lot 10</b>	<b>216</b>	<b>4,052.0977</b>	
11		VIII	NORTHERN SAMAR	299	2,919.6165	270
			EASTERN SAMAR	191	1,693.3760	
			WESTERN SAMAR	170	1,667.5899	
			<b>Sub-total for Lot 11</b>	<b>660</b>	<b>6,280.5824</b>	
12		VIII	BILIRAN	269	1,323.2646	365
			LEYTE	409	9,466.8273	
			SOUTHERN LEYTE	201	1,491.5693	
			<b>Sub-total for Lot 12</b>	<b>879</b>	<b>12,281.6612</b>	
<i>Sub-total for Region VIII</i>	1,539	18,562.2436				
13		IX	SIBUGAY	616	5,317.1381	365
			ZAMBOANGA DEL NORTE	198	1,425.1822	
			ZAMBOANGA DEL SUR	596	4,582.4714	
			<b>Sub-total for Lot 13</b>	<b>1,410</b>	<b>11,324.7917</b>	
14		X	BUKIDNON	612	3,948.52	365
			CAMIGUIN	183	263.0680	
			MISAMIS OCCIDENTAL	57	337.2763	
			MISAMIS ORIENTAL	99	904.1790	
			LANAO DEL NORTE	665	4,672.7743	
			<b>Sub-total for Lot 14</b>	<b>1,616</b>	<b>10,125.8192</b>	

	15	XI	DAVAO CITY	29	345.7142	365
			DAVAO DE ORO	17	1,325.6989	
			DAVAO DEL NORTE	135	1,388.9153	
			DAVAO DEL SUR	254	1,946.6646	
			DAVAO OCCIDENTAL	323	2,207.4814	
			DAVAO ORIENTAL	269	2,823.3543	
			<b>Sub-total for Lot 15</b>	<b>1,027</b>	<b>10,037.8287</b>	
	16	XII	NORTH COTABATO	61	9,289.3603	365
			SULTAN KUDARAT	162	8,888.1267	
			<b>Sub-total for Lot 16</b>	<b>223</b>	<b>18,177.4870</b>	
	17	XII	SARANGANI	198	1,307.9671	365
			SOUTH COTABATO	15	9,823.7760	
			<b>Sub-total for Lot 17</b>	<b>213</b>	<b>11,131.7431</b>	
			<i>Sub-total for Region XII</i>	436	29,309.2301	
	18	CARAGA	AGUSAN DEL SUR	63	9,244.7554	365
			SURIGAO DEL SUR	451	5,550.4325	
			<b>Sub-total for Lot 18</b>	<b>514</b>	<b>14,795.1879</b>	
	19	CARAGA	AGUSAN DEL NORTE	32	296.6125	270
			DINAGAT ISLANDS	7	3,413.7306	
			SURIGAO DEL NORTE	16	2,722.8477	
			<b>Sub-total for Lot 19</b>	<b>55</b>	<b>6,433.1908</b>	
			<i>Sub-total for CARAGA</i>	569	21,228.3787	
		<b>Grand Total</b>		<b>17,079</b>	<b>193,295.7266</b>	
1.22	The <b>Procuring Entity</b> is the <b>Department of Agrarian Reform, DAR Compound, Elliptical Rd. Diliman, Quezon, City, Philippines</b>					
1.23	The <b>Procuring Entity's Representative</b> is Undersecretary for Foreign Assisted and Special Projects Office, Jesry T. Palmares, DAR Building, DAR Compound, Elliptical Rd. Diliman, Quezon, City, Philippines					
1.24	The <b>Sites</b> are located in the provinces in regions indicated in the above GCC Clause 1.17 and are defined in drawings / maps in the Specifications.					
1.28	The <b>Start Date</b> is the date of the contractor's receipt of the <i>Notice to Proceed</i> .					

1.31	The <b>Works</b> consist of <i>Subdivision Survey of the Collective CLOAs 2024 – A Subdivision Survey of the Collective CLOAs for Issuance of Individual CLOAs as detailed in the Specifications.</i>												
2.2	Not applicable.												
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.												
6.5	<p>The Contractor shall employ the following <b>Key Personnel</b>:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Designation</th> </tr> </thead> <tbody> <tr> <td></td> <td>Chief of Party (GE)</td> </tr> <tr> <td></td> <td>Asst. Chief of Party</td> </tr> <tr> <td></td> <td>Instrument Personnel</td> </tr> <tr> <td></td> <td>AutoCAD Operator/Data Processor</td> </tr> <tr> <td></td> <td>Survey Aide</td> </tr> </tbody> </table> <p><b>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</b></p>	Name	Designation		Chief of Party (GE)		Asst. Chief of Party		Instrument Personnel		AutoCAD Operator/Data Processor		Survey Aide
Name	Designation												
	Chief of Party (GE)												
	Asst. Chief of Party												
	Instrument Personnel												
	AutoCAD Operator/Data Processor												
	Survey Aide												
7.4(c)	No further instructions.												
7.7	No further instructions.												
10	None												
12.3	No further instructions.												
12.5	Not Applicable												
13	<i>If the Contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i>												
18.3(h)(i)	The World Bank’s Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants annexed herein as Appendix 1 shall be applied.												
18.4	The World Bank is the Funding Source through Loan Agreement No. 9141-PH.												
19.2 (d) (ii)	<p>Item 19.2 (d) (ii) is amended to read as follows:</p> <p>Quality of workmanship not complying with the approved specifications arising from the contractor's fault or negligence.</p>												
21.2	The Arbiter is: Philippine Dispute Resolution Center, Inc. (PDRCI), Commerce & Industry Plaza (PCCI Building), McKinley Town Center in Fort Bonifacio, Taguig City.												
29.1	No dayworks are applicable to the contract.												

31.1	<p><b><i>Program of Work is changed to Project Management Plan.</i></b></p> <p>The Contractor shall submit the updated and final Project Management Plan (PMP) to the Procuring Entity’s Representative within fifteen days from the date of issuance of the Notice to Proceed.</p>
31.3	<p>The period between Project Management Plan (PMP) updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated PMP is 10% of the contract amount.</p>
33.1	<p>Item 33.1 is amended to read as follows:</p> <p>The Bill of Quantities shall contain items of survey work to be done by the Contractor.</p>
34.3	<p>The Funding Source is the World Bank.</p>
39.1	<p>Not applicable</p>
40.1	<p>Payment shall be made according to the below schedule with due consideration to the strict adherence of the approved Project Management Plan:</p> <ul style="list-style-type: none"> <li>• <b>5% of the total contract cost</b> upon submission and approval of the concerned Regional Project Manager of the updated / detailed Project Management Plan (in accordance with the instructions in the Specifications, and providing among others the early identification of problems, confirmation of DAR field support, and structure for supervision);</li> <li>• <b>45% of the total contract cost</b> upon completion of required documents and issuance of joint field inspection and validation certification, including acceptance of Survey Returns for verification and approval by DENR-LMS;</li> <li>• <b>40% of the total contract cost</b> upon release of the approved plan and submission of other requirements to DAR as outlined in Section IV-j of this document; and</li> <li>• <b>10% of the total contract cost</b> shall be treated as retention to be released a year after the contract provided there are no issues with the submitted plan. The 10% payment retention may be released upon submission of a surety bond equivalent to the same amount and is valid for 1 year.</li> </ul>
40.4	<p>Schedule of Payment shall be made in accordance with Item 40.1 of the SCC as certified by the Procuring Entity’s Representative.</p>



43.1	Contract Variation may include replacement of a particular landholdings due to problems encountered during contract implementation, as may be determined by the Procuring Entity.
45.2	<p>Sub-para 45.2 is amended to read as follows:</p> <p>The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written request from the Contractor to the head of the PPMO or equivalent official, as the case may be, and the latter had not acted on the same, due to the following:</p> <ol style="list-style-type: none"> <li>1. There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.</li> <li>2. There exist problematic /not-workable landholdings precluding the contractor’s work schedule.</li> <li>3. There are no longer landholdings eligible to serve as replacement for the problematic/not-workable landholdings</li> <li>4. Non-availability of requisite DAR staff / personnel precluding the contractor’s work.</li> <li>5. Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director..</li> <li>6. Delay in the payment of Contractor’s claim for progress billing beyond forty-five (45) calendar days from the time the Contractor’s claim has been certified to by the procuring entity’s authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.</li> </ol> <p>The Contractor’s right to suspend work operation shall comply with the following conditions:</p> <ol style="list-style-type: none"> <li>a. Submit a written request for suspension of survey work due to valid factors (e.g., peace and order situation, changes in scope as a result of replacement of land holdings, unfavorable weather condition, non-availability of required personnel during a required activity, etc.).</li> <li>b. The date of resumption of survey work after the request for suspension should be secured through a written order approved by the Provincial Project Manager.</li> <li>c. Submit a written valid justification and request for replacement of a target landholding that was found to be problematic/not-workable to the respective PPMO. Survey work is deemed</li> </ol>

	<p>suspended until the replacement target landholding is approved and endorsed by the Provincial Project Manager.</p> <p>Secure a certification from the PPMO if there are no longer landholdings eligible to serve as replacement for the problematic/not-workable landholdings.</p>
47.1	<p>Item 47.1 is amended to read as follows:</p> <p>Extension of contract time may be granted only when the affected activities fall within the critical path of the Schedule as indicated in the Project Management Plan.</p>
51.1	Not Applicable.
51.2	Not Applicable.

## *Section VI. Specifications*

## **TERMS OF REFERENCE**

### **Subdivision Survey of the Collective CLOAs 2024 - A**

#### **II. BACKGROUND AND RATIONALE:**

Land acquisition is the process of acquiring private agricultural lands in order of priorities and implementation as provided by RA 6657 as amended by RA 9700 under the different modes of acquisition. It involves identification of landowners, landholdings and beneficiaries, land surveys, land valuation, and transfer of ownership from the landowner to the Republic of the Philippines. Part of land acquisition is the ocular inspection or field inspection of the landholding, which involves the verification and identification of its location, boundaries, and the beneficiaries within it, and whether it could be totally or partially acquired using an Approved Subdivision Plan as reference.

Land distribution, as the final stage of land tenure improvement, is the process of generation, registration, and distribution of the Certificate of Land Ownership Award (CLOA) on the individual tillage of the Agrarian Reform Beneficiaries (ARBs) based on the Approved Subdivision Plan (ASP) of a public or private agricultural land. Moreover, one of the basic requirements of the Registry of Deeds in the registration of CLOA is the Approved Subdivision Plan.

#### **III. OBJECTIVE OF SUBDIVISION SURVEY**

The subdivision surveys will be implemented in collective CLOA (CCLOAs) in fifteen (15) regions with the survey activities to be coordinated with other parcelization procedures that will be implemented by DAR, including the procedures of disqualification/reallocation, reconstruction, and reissuance of title. The parcelization survey of each CCLOA shall be based on the list of ARBs annotated in the CCLOA, actual occupants on the ground and Order of Allocation/Lot Allocation Agreement to ultimately secure the land rights of those legally entitled for the issuance of e-titles.

The subdivision surveys for SPLIT must be undertaken by survey firms which will be legally responsible for the surveys to determine the metes and bounds of parcels for each beneficiary in the CCLOA and the submission of survey returns to DENR Technical Services for verification and approval. Common service facilities, infrastructure and/or improvements that are considered necessary and beneficial to the operations of the farm/plantation will also be segregated as well as those common areas likes roads, irrigation systems, school and hospital sites, recreation areas/parks, and the likes.

The parcelization subdivision surveys required for SPLIT will be contracted by DAR to survey firms who can supply the necessary licensed geodetic engineer(s), equipment and software, and support the services as specified to produce the individual tabular technical description of each lot within the subdivision plan necessary for the generation of Individual Certificates of Land Ownership Awards (CLOAs).

#### **IV. PROJECT DESCRIPTION**

This activity will engage the services of survey firms (the 'Contractors') to conduct the subdivision survey of approximately 193,295.72666 hectares

more or less composed of 17,079 landholdings with the work to be contracted in nineteen (19) lots/modules. Details are supplied in section XIV of this document marked as follows:

- Annex A – Lot/Module Details
- Annex B – Location Map of Lot/Module
- Annex C – Subdivision Survey Support List
- Annex D – Validation Checklist of Documents

## **V. SCOPE OF THE PROJECT**

The work to be undertaken is defined and illustrated below:

- a. Perimeter/relocation survey of the boundary of the entire property and the subdivision survey based on the signed Lot Allocation Agreement and mark all corners with the prescribed markers/monuments.
- b. Conduct of the initial “pulong-pulong” with the farmer-beneficiaries attended by different stakeholders and interested parties and field validation activities for Reconnaissance/Preliminary sketching of all landholdings.
- c. Secure documentation for the confirmation on the agreement of the ARBs that they are willing to subdivide their CCLOA including the final number of lots to be subdivided.
- d. Execution of subdivision survey in accordance with the DENR Manual for Land Surveys for all landholdings in the lot/module in accordance to the submitted and duly approved Project Management Plan.
- e. Installation of monuments on lot corners with standard AR cylindrical monuments.
- f. Preparation of Survey Returns, lot data computations using true/grid coordinates and subdivision plans using the prescribed LMB forms together with the DLSD files.
- g. Conduct of the final “pulong-pulong” (presentation of SR result) and secure documented acceptance including adjustments or modifications that may arise from the presentation.
- h. Submission of confirmed acceptable and complete survey returns to PPMO within the prescribed period for joint inspection and field validation with RPMO. Report on the inspection and field validation should be submitted by RPMO to CPMO and will form part of the billing requirements and documentation.
- i. Transmission/Indorsement of RPMO of the validated survey returns (SRs) to DENR- Technical Services for Inspection, Verification and Approval of Survey (IVAS) returns.
- j. Submit the approved survey plan of the Subdivision Survey of the CCLOAs to the respective PPMOs and RPMOs including the following documents:
  - i. Polyester copy (sepia copy) as prescribed by the Bureau of Lands.

- ii. Eight (8) certified blue/white print copies of all approved survey plans.
- iii. Eight (8) certified blue/white print copies of all lot descriptions sheets for more than fifty (50) lots.
- iv. Eight (8) certified copies of tabular technical descriptions of all subdivision plots within the project.
- v. One (1) electronic copy on CD/Flash Drive of Approved Survey Plan (CAD file), Lot Descriptions, Tabular Technical Descriptions, Lot Data Computations and DLSD files.
- vi. Transmittal Report

## **VI. RESPONSIBILITIES OF THE CONTRACTOR**

It is the responsibility of the Contractor to abide with the provisions of the Contract for Land Surveys or Services Agreement, including other activities after the PPMO/RPMO provided the initial information for each CCLOA, specifically:

- a. Conduct research on all technical data (Land Classification Map, Cadastral Map, Approved Plan (if any), Lot Description and Data Computation) including certified true copy of the Collective CLOA title, and will gather documents (e.g., Title, BL Form 700-2A, CENRO Land Disposition Status, Land Classification Status, LRC Plan- if necessary, and reference Computation).
- b. Submit the updated Project Management Plan (PMP) and Quality Assurance Plan (QAP) per lot/module within 30 days upon receipt of Notice to Proceed (NTP) to the PPMO for review and endorsement of the Provincial Project Manager to the RPMO for approval and signature of the Regional Project Manager. The PMP should be reviewed and/or approved within seven (7) days upon receipt by both PPMO and RPMO.
- c. Coordinate with the PPMO for the schedule of the initial “pulong-pulong” and field ocular inspection once the approval of the PMP and QAP is secured.
- d. The Contractor’s should have an office that will serve as the primary documentary, communication, personnel and logistics hub for the duration of the contract. It is required to establish a satellite office in the Region where the lot/module is located if the business address of the Contractor is not within the same.
- e. Conduct the initial “pulong-pulong” with the farmer-beneficiaries, MARPO/DAR PPMO Authorized representatives, BARC, PARCCOM and other stakeholders including initial reconnaissance/Preliminary sketching.
- f. Through the PPMO, secure the documented agreement from the ARBs that they are willing to subdivide their CCLOA including the final list of ARBs that will correspond to the number of parcels for the subdivision survey. The document should be witnessed and signed by the DAR PPMO, BARC, and PARCCOM representative.
- g. Conduct the subdivision survey and segregate the CARP coverable area and the non-coverable area if any, which includes timberland/forestland, watersheds and other restricted land classifications. The portion of CARP coverable area and not

coverable should be clearly segregated and reflected in the submitted subdivision plan.

- h. Manufacturing/production of standard AR cylindrical monuments.
- i. Installation of standard AR cylindrical concrete monuments (mojon) on all corners of the subdivision lots.
- j. Presentation of the resultant subdivision plan to the final “pulong-pulong” with the ARBs, PPMO representatives, BARC, PARCCOM and other stakeholders as needed. Secure documented approval on the final version of the subdivision plan as presented which will include adjustments based on the final “pulong-pulong.” The document should be witnessed and signed by the DAR PPMO, BARC, and PARCCOM representative.
- k. Preparation of lot data computation and the final subdivision plan subject for the joint validation, verification and approval of RPMO/PPMO technical team.
- l. Submit Survey Returns to PPMO for joint inspection and field validation with RPMO prior to the endorsement and transmittal to DENR-LMS in accordance with section 1 of the Joint DAR-DENR MC No. 17, series of 2004 and prescribed LMB forms. Composition of the DAR inspection team should be in accordance to the published activity guidepost for SPLIT Project Survey.
- m. Secure certification and acceptance of the submitted Survey Returns including the successful uploading to LAMS from DENR-LMS.
- n. Coordinate regularly with the DENR-TS for the verification and approval of survey returns. Correction of survey returns if any, should be complied within the prescribed period.
- o. Upon Approval of the Survey Returns , the GE/Contractor shall submit to PPMO/RPMO the Approved Subdivision Plan and other pertinent documents as outlined in Section IV-j.
- p. Submit a written valid justification and request for replacement of a target landholding that was found to be problematic/not-workable to the respective PPMO within fifteen (15) days from its start date based on the approved Project Management Plan (PMP). Survey work is deemed suspended until the replacement target landholding is approved and endorsed both by the Regional Project Manager and Provincial Project Manager including approval of the adjusted Project Management Plan (PMP) as a consequence of the new targets.
- q. Submit a written request for suspension of survey work due to valid factors (e.g., peace and order situation, changes in scope as a result of replacement of land holdings, unfavorable weather condition, non-availability of required personnel during a required activity, etc.) to be approved by both Regional Project Manager and Provincial Project Manager. The number of landholdings requested for extension of time for the conduct of the survey activities should not be more than 50% of the target landholdings per phase of the implementation.
- r. The date of resumption of survey work after the request for suspension should be secured through a written order approved and signed by the Regional Project Manager and Provincial Project Manager including approval of the adjusted Project Management

Plan (PMP).

- s. Secure a certification from the Provincial Project Manager if there are no longer landholdings eligible to serve as replacement for the problematic/not-workable landholdings. Coordinate with the RPMO for possible replacements from other PPMOs. Replacement landholdings from other PPMOs should both be concurred by the PPMO where the problematic landholdings are located and the PPMO where the replacements are coming from, and duly approved by the Regional Project Manager with the adjusted Project Management Plan.

## **VII. RESPONSIBILITIES OF THE DAR**

As the implementer of the project, the DAR has the following responsibilities:

- a. Procure services of the Contractor in accordance with the procedures indicated in the SPLIT Loan Agreement including the World Bank Procurement Regulations as well as the existing rules and regulations including:
  - (i) RA No. 9184, known as the Government Procurement Act of 2003 and its Implementing Rules and Regulations (IRR).
  - (ii) MC No. 15 s. 2013 “Revised Guidelines and Procedures Governing Land Survey by Contract”.
- b. Assist the Contractor in the conduct of initial and final “pulong-pulong”, field survey activities, inspection, and validation based on the roles and responsibilities as defined in the subsequent sections of this document.
- c. Review and validate the completeness and accuracy of the submitted Survey Returns and facilitate the submission and approval of the same to DENR-LMS.
- d. Supervision on the operation of the Contractor, and issuing instructions from time to time, as may deemed necessary for the proper execution of the services.
- e. Handle contract variations which may include replacement of a problematic landholdings, extension of implementation period, suspension and resumption of work and other activities as deemed necessary.
- f. Ensure adherence to the Project Management Plan and facilitate payment based on the actual area accomplished.
- g. Project Evaluation

### **1. The Regional Project Management Office (RPMO) – DARRO**

- a. Has direct supervision on the progress of the survey works based on the PMP in coordination with the different PPMOs and submit status report to CPMO on a periodic basis.
- b. Ensure that the landholdings for subdivision survey have been validated by the FVT. Facilitate the endorsement of the list of landholdings as determined by PPMO to CPMO.



- c. Review and approve the submitted Project Management Plan (PMP) and Quality Assurance Plan (QAP) as recommended by the concerned PPMO.
- d. Review and approve requests for replacement of landholdings, time extensions, and the corresponding adjustments to the Project Management Plan (PMP) from GE/Contractors as endorsed by the PPMOs.
- e. Coordinate with partner agencies and other related entities on matters pertaining to project implementation.
- f. Initiate field inspection and validation of the survey returns for accuracy and completeness of the required documents prior to endorsement to DENR-LMS for processing of IVAS.
- g. Ensure the prompt and accurate submission of survey returns (SRs) and monitor the progress of the approval at DENR-LMS.
- h. Issue certification of completion based upon review and validation of the submitted pertinent documents by the contractor relative to the stage of implementation including periodic reports as may be required by the CPMO.

## 2. Provincial Project Management Office (PPMO) - DARPO

- a. Ensure eligibility, readiness of each CCLOA, and provide the needed technical documents of the landholdings for subdivision survey:
  - E-copy of the CCLOA Title from Register of Deeds/ LRA
  - Physical or digital copy of the Approved Subdivision Plan if available certified by DENR
  - Sketch Map of the proposed subdivision if there is no Approved Subdivision Plan
- b. Coordinate with the head of other partner agencies, PLGU/MLGU, and other stakeholders within the province to ensure cooperation during project implementation.
- c. Review and endorse to RPMO for approval the submitted Project Management Plan (PMP) and Quality Assurance Plan (QAP) by the contractor per lot/module for the subdivision survey activities.
- d. The Provincial Project Manager or his authorized representative shall monitor the survey works of the Contractor based on the approved Project Management Plan (PMP) and shall issue instruction from time to time as may be deemed necessary for the proper execution of the Project.
- e. Ensure the implementation and compliance with the information dissemination and conduct of initial and final “pulong-pulong.” PPMO shall shoulder the related costs in the conduct of the initial and final “pulong-pulong.”
- f. Receive and validate the Survey Returns and other pertinent documents of the proposed subdivision plan as approved from the final “pulong-pulong” for transmittal to RPMO from the contractor within the prescribed period. Coordinate with RPMO to conduct the joint field inspection and ground validation once the contractor submits the Survey Returns in accordance with the approved composition of the inspection team.

- g. Review the submitted Approved Subdivision Plan from DENR and other related documents as enumerated in Section IV-k of this document.
- h. Issue certification of completion based upon the review and validation of the submitted pertinent documents by the contractor relative to the stage of implementation.
- i. Review and validate request for suspension and resumption of work, extension of project duration, and valid replacement of target landholdings for subdivision survey and endorse the same to RPMO for approval. The CPMO shall be copy furnished in all communications relative to the abovementioned activities.

### 3. Municipal Agrarian Reform Program Office (MARPO)

- a. The MARPO or his duly authorized representative (PPMO designated personnel in the absence of a DAR Municipal Office) shall assist the Contractor in all the activities related to the conduct of the subdivision survey based on the approved Project Management Plan (PMP).
- b. Coordinate the activities of the survey including the initial and final “pulong-pulong.” This includes the preparation of notices, attendance sheets, activity reports and official documentation on all agreements signed by the ARBs and other parties present.
- c. Ensure the presence of BARC, Barangay Officials and PARCCOM or authorize representatives in the conduct of all the activities related to the subdivision survey.
- d. Facilitate the discussion and resolution of all the identified issues related to the conduct of subdivision survey.
- e. Create and submit Activity Report to CPMO and copy-furnished PPMO and RPMO within two weeks from the conduct of the activity.
- f. Prepare and submit periodic reports to PPMO regarding the progress of the subdivision survey activities.

## **VIII. CONTRACT DURATION**

The winning bidders/contractors are required to complete the subdivision survey work, on a per lot/module basis, as enumerated in *Annex A*. The duration as indicated is to be referenced from the date of the bidder/contractor’s receipt of Notice to Proceed (NTP).

The failure of the bidder/contractor to submit required outputs by the specified timeframe without due justification or approval from the concerned RPMO/PPMO can be used as a ground for various remedies under the contract including liquidated damages and termination of the contract.

## **IX. QUALIFICATION OF THE BIDDERS**

To be considered eligible and qualified, a Bidder must have:

- A successful experience as a survey firm in the survey works of at one (1) contract of a similar nature, complexity and contract value of at least

half of the EPC of the lot/s to be bid, during the last ten (10) years. Ongoing contracts can be cited if the work is more than 50% complete;

- Must not have a survey contract(s) with DAR that was / were willfully or deliberately abandoned by the contractor / bidder;
- Must not have a negative slippage<sup>5</sup> of at least 25% for current contracts with government agencies.
- A Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5, or a total survey cash flow requirement of at least 75% of the lot(s) bidden upon-. Total survey cash flow requirement would include financial resources (current assets minus current liabilities extracted from the latest AFS and/or committed line of credit) less its current contract commitments.

For this purpose, similar contracts shall refer to survey works as parcellary, cadastral, relocation or subdivision surveys preferably with the use of Geographic Information System (GIS).

## **X. CONTRACTOR'S PERSONNEL**

*Bidders/Contractors must propose competent staff in all functional areas of project management, field survey, computations and adjustment, cartography that will be capable of delivering the required output.*

*At least one (1) standard survey team will be required for each lot comprising of 1000 hectares. In the event that the total area exceeds 1000 hectares, an additional standard survey team shall be required provided once the excess area exceeds 500 hectares. (e.g., 2,499 hectares will require 2 standard teams, 2,501 hectares will require 3 standard teams). For lots which exceed 1000 hectares or in cases where bidders bid on multiple lots, the standard survey team composition may be adjusted with clear reasoning, and justification in the Project Management Plan.*

*Details of the standard survey team competency, composition and the indicative project timeline should be clearly defined in the submitted Project Management Plan (PMP). A Project Management Plan (PMP) is required for this Project. Proposals that fail to provide an adequate PMP as specified or proposals that fail to provide a PMP that demonstrates that the work can be completed in the specified project duration will be rejected. Proposals must provide competent staff across all functional areas or the corresponding required teams based on the area and project duration, unless there is an adequate PMP that clearly demonstrates how the work can be done with the recommended number of teams and/or revised team composition within the specified project duration.*

### **STANDARD SURVEY TEAM**

***A Chief of Party is required to lead and supervise the standard survey team and shall be allowed to manage up to a maximum of 4 teams simultaneously, provided that the landholdings are within the same region.***

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<sup>5</sup> The agency's latest up-to-date report indicating delays of minimum 25% negative slippage (i) should not be attributable to the Procuring Entity, and (ii) excludes issues beyond the control of the contractor such as peace and order situation, and refusal of farmer beneficiaries to cooperate/ allow the contractor entry, as verified by DAR.

- a. Asst. Chief of Party (Geodetic Engineer)
- b. Instrument Personnel (Preferably Geodetic Engineer)
- c. AutoCAD Operator/Data Processor
- d. Survey Aide

**Chief of Party (Geodetic Engineer)**

- 1. Must have at least five (5) years of experience as Chief of Party or Project Engineer on a Project of the similar nature. Evidence of the required experience must be attached as part of the bid;
- 2. Must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division where he/she is a member;
- 3. With CARP accreditation;
- 4. With LAMS accreditation; and
- 5. With LRA accreditation;

**Assistant Chief of Party (Geodetic Engineer)**

- 1. Must have at least two (2) years of survey experience on a Project of the similar nature;
- 2. Must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division he/she is a member;
- 3. With CARP accreditation;
- 4. With LAMS accreditation; and
- 5. With LRA accreditation;

**Instrument Personnel**

- 1. Must have at least two (2) years of survey experience on a Project of the similar nature; and
- 2. If a Geodetic Engineer, must be of good standing as certified by Geodetic Engineers of the Philippines Regional Division he/she is a member;

***If Geodetic Engineer, experience is not required.***

**AutoCAD Operator/ Data Processor**

- 1. With AutoCAD Training as evidenced by a certificate from a training institution; and
- 2. Must have at least two (2) years of experience in using AutoCAD and other related surveying software;

**Survey Aide**

- 1. Completion of two years college studies in engineering or other related courses; and
- 2. Must have at least one (1) year of survey experience;

***No changes of contractor's personnel shall be allowed, except with prior written approval of the Office of the SPLIT Project National Project Director and Office of the Deputy National Project Director for Procurement.***

## XI. SURVEY AND EQUIPMENT

At a minimum, the bidder/contractor should have proof or evidence that the following equipment is available for each lot of the bid project:

- a. At least 1 RTK System (base station and at least one rover)
- b. At least 1 Total Station

All equipment and software to be used in the execution of the works must be calibrated and registered with the DENR/LMB-NAMRIA and in good working condition at all times. Evidence of valid and current instrument calibration should be submitted with the bid.

**Each standard survey team offered in accordance to Section X of the Terms of Reference must have a specific set of minimum equipment. The specific set of minimum equipment to be assigned to a specific survey team must not be offered to another survey team within the same lot or in any other lots/s unless clarified and justified in the PMP.**

In the event that the total area exceeds 1000 hectares, an additional set of equipment shall be required provided that the excess area exceeds 500 hectares. (e.g., 2,499 hectares will require 2 sets of equipment, 2,501 hectares will require 3 sets of equipment), **unless clarified and justified in the PMP.**

Furthermore, the bidder/contractor is also required to have the corresponding computer equipment with appropriate software (AutoCAD or equivalent, survey processing software, etc.) to process the field observations and produce the required survey returns and other outputs as requested by DAR under this contract.

## XII. PROJECT MANAGEMENT PLAN

An indicative Project Management Plan (PMP) shall be submitted with the bid per lot/module.

Given the project scope, it is deemed necessary to determine a schedule based on target scope in conjunction with project duration and survey activity milestones. Below is a sample distribution of targets and a matrix for the bidders/contractors to use in elaborating details on their proposed PMP.

**Bids without PMP will be declared non-responsive.**

LOT 1		
Number of LH	800	
Project Duration (Calendar Days)	180	
PROJECT IMPLEMENTATION PHASES	REQUIRED NO. OF LANDHOLDINGS	TIMELINE
Phase 1 (15% of Target)	120	1st - 45th Day
Phase 2 (25 % of Target)	200	46th - 90th Day

Phase 3 (30% of Target)	240	91st - 135th Day
Phase 4 (30% of Target)	240	136th - 180th Day

<b>Project Management Plan</b>	<b>Contents</b>
1. Project Brief/Summary	Should include a definition of the project, the project's location, scope, cost and any value proposition (as the case maybe), key milestones and deliverables and other information such as project duration (with project start and completion date)
2. Defined Team Composition, Roles and Responsibilities	RACI model for the proposed Project Management Plan based on the activities and the corresponding personnel for each
3. Detailed Project Indicative Timeline	Gantt chart detailing the project activities and timeline, including dependencies and critical paths as defined by project management principles
4. Identified Project Risks and Mitigation Measures	Identify the risks and its triggers that may affect the delivery of the project or compromise the proposed Project Management Plan (e.g., peace and order situation, changes in scope as a result of replacement of landholdings, unfavorable weather condition, non-availability of required personnel during a required activity, etc.) Formulate and include in the PMP mitigation measures to manage the negative outcome of these risks.
5. Sub-Plans: Resource and Communication	Resource sub plan should detail the deployment of resources to deliver the Requirements of the project and the communications plan should elaborate your internal and external communication protocols

The PMP should be updated after issuance of the Notice to Proceed to include among others the early identification of problems such as (*issue on the completeness/accuracy of the field validation*) and confirmation of DAR field support and structure for supervision (*Challenge in coordinating with DAR field staff for support*).

Updates/revision would again be undertaken once agreements are made with the concerned PPMO to address issues encountered and should again be submitted to the concerned Regional Project Manager for approval. Survey work will be suspended and will only resume upon written approval of the submitted PMP.

During project execution, the contractor shall keep the PMP up-to-date and made available to the PPMP/RPMO and will be the basis for coordination of activities with the concerned Field Office. Any significant change to the PMP must have a written approval from the Regional Project Manager before it is implemented.

### **XIII. PROFESSIONAL STANDARDS AND QUALITY ASSURANCE**

All work shall be managed and operated in accordance with good practices as recognized by the Geodetic Engineers (GE) profession.

Apart from quantified deliverables in the scope of work, the DAR requires high quality professional workmanship from its Contractors. A Quality Assurance Plan (QAP) is used to define the criteria and processes that will ensure and verify that data generated from the field survey meet specific data-quality objectives throughout the data lifecycle. With a focus on quality goals, criteria, assessment, and validation methods, a QAP covers the full data lifecycle, from acquisition through publication/submission.

A Quality Assurance Plan (QAP) must be submitted along with the Project Management Plan (PMP) as part of the bid, including those staff having full or partial responsibility for QA functions. The Contractor shall operate a QA system throughout the execution of the contract. The nature of the system will be described in the response to call for bids. The QA must be integrated into all major processes and not treated as a cursory function prior to the completion of the project deliverables.

The submitted QAP should be updated and submitted together with the PMP within 30 days after the receipt of the Notice to Proceed (NTP). It could also be revised as needed during the project timeline to reflect the actual situation and accuracy of data in relation to the workflow and activities.

Below is a matrix outlining the elements to be included in the QAP to be submitted with the bid.

1. Identify data quality objectives for your data or project
2. Identify requirements for
  - a. Staff skills and training
  - b. Field and lab methods and equipment that meet data-collection standards.
  - c. Software and file types to use for data handling and analysis that support data quality goals.
  - d. Data standards, structure, and domains consistent with community conventions for other data in the same subject area
  - e. Periodic data-quality assessment using defined quality metrics
3. Describe a structure for data storage that can also facilitate checking for errors and help to document data quality.
4. Describe approved data entry tools and procedures, when applicable
5. Establish data-quality criteria and data-screening processes for all of the data you will collect.
6. Include quality metrics that can determine current data-quality status.
7. Establish a plan for 'data quality assessments' as part of the data flow
8. Contain a process for handling data corrections.
9. Contain a process for data users to dispute and correct data

A proposal with inadequate description of the QA system will be rejected.

#### **XIV. REMUNERATION SCHEDULE**

Payment shall be made according to the below schedule with due consideration to the strict adherence of the approved Project Management Plan:

- **5% of the total contract cost** upon submission and approval of the

concerned Regional Project Manager of the updated / detailed Project Management Plan (in accordance with the instructions in the Specifications, and providing among others the early identification of problems, confirmation of DAR field support, and structure for supervision);

- **45% of the total contract cost** upon completion of required documents and issuance of joint field inspection and validation certification, including acceptance of Survey Returns for verification and approval by DENR-LMS;
- **40% of the total contract cost** upon release of the approved plan and submission of other requirements to DAR as outlined in Section IV-j of this document; and
- **10% of the total contract cost** shall be treated as retention to be released a year after the contract provided there are no issues with the submitted plan. The 10% payment retention may be released upon submission of a surety bond equivalent to the same amount and is valid for 1 year.

## **XV. ANNEXES**

Annex A – Lot/Module Details

Annex B – Location Map of Lot/Module

Annex C – Subdivision Survey Support List

Annex D – Documentary Requirement Checklists



### Annex A - Lot/Module Details

Lot	Region	Provinces	No. of Landholdings	Area in Ha.	Total Area	Contract Duration (Calendar Days)
1	CAR	ABRA	679	3,886.1658	6,552.8521	270
		APAYAO	39	752.6185		
		BENGUET	239	1,110.7988		
		IFUGAO	7	262.2404		
		KALINGA	27	294.3572		
		MOUNTAIN PROVINCE	23	246.6714		
		<b>Sub-total for Lot 1</b>	<b>1,014</b>	<b>6,552.8521</b>		
2	I	ILOCOS SUR	875	4,647.1955	10,021.7032	365
		ILOCOS NORTE	1,125	4,396.0602		
		LA UNION	116	438.0283		
		PANGASINAN	118	540.4193		
		<b>Sub-total for Lot 2</b>	<b>2,234</b>	<b>10,021.7032</b>		
3	II	CAGAYAN	289	1,464.5496	9,259.3654	270
		NUEVA VIZCAYA	84	670.4959		
		ISABELA	664	7,124.3200		
		<b>Sub-total for Lot 3</b>	<b>1,037</b>	<b>9,259.3654</b>		
4	III	AURORA	136	512.3620	5,972.5091	270
		NUEVA ECIJA	135	1,875.6629		
		BULACAN	350	560.6789		
		PAMPANGA	17	765.6728		
		TARLAC	147	842.4357		
		ZAMBALES	108	1,415.6968		
		<b>Sub-total for Lot 4</b>	<b>893</b>	<b>5,972.5091</b>		
5	IV-A	BATANGAS	50	371.35	3,381.9012	180
		CAVITE	50	259.7417		
		QUEZON I	33	748.9028		
		QUEZON II	165	857.5226		
		RIZAL	2	0.1050		
		<i>Sub-total for IV-A</i>	<i>300</i>	<i>2,237.6210</i>		
	IV-B	MARINDUQUE	107	294.1369		
		OCCIDENTAL MINDORO	51	240.0489		
		ORIENTAL MINDORO	46	372.7787		
		PALAWAN	37	237.3157		
		<i>Sub-total for IV-B</i>	<i>241</i>	<i>1,144.2802</i>		
<b>Sub-total for Lot 5</b>	<b>541</b>	<b>3,381.9012</b>				
6	V	CAMARINES NORTE	308	2,612.7405	11,276.9759	270
		CAMARINES SUR I	615	5,011.5395		
		CAMARINES SUR II	413	3,652.6959		
		<b>Sub-total for Lot 6</b>	<b>1,336</b>	<b>11,276.9759</b>		
7	V	ALBAY	674	5,785.7535	1,134.6050	365
		CATANDUANES	316	1,754.5034		
		MASBATE	191	2,362.3736		
		SORSOGON	222	1,134.6050		

		<b>Sub-total for Lot 7</b>	<b>1,403</b>	<b>11,037.2355</b>	<b>11,037.2355</b>	
		<i>Sub-total for Region V</i>	2,739	22,314.2114		
8	VI	AKLAN	120	1,399.0505		365
		GUIMARAS	268	2,644.5943		
		ILOILO	688	10,598.9486		
		<b>Sub-total for Lot 8</b>	<b>1,076</b>	<b>14,642.5934</b>	<b>14,642.5934</b>	
9	VI	NEGROS OCCIDENTAL I	370	6,506.2816		365
		NEGROS OCCIDENTAL II	362	10,003.9195		
		<b>Sub-total for Lot 9</b>	<b>732</b>	<b>16,510.2011</b>	<b>16,510.2011</b>	
		<i>Sub-total for Region VI</i>	1,808	31,152.7945		
10	VII	BOHOL	135	897.7059		180
		CEBU	36	1,752.4279		
		NEGROS ORIENTAL	45	1,401.9639		
		<b>Sub-total for Lot 10</b>	<b>216</b>	<b>4,052.0977</b>	<b>4,052.0977</b>	
11	VIII	NORTHERN SAMAR	299	2,919.6165		270
		EASTERN SAMAR	191	1,693.3760		
		WESTERN SAMAR	170	1,667.5899		
		<b>Sub-total for Lot 11</b>	<b>660</b>	<b>6,280.5824</b>	<b>6,280.5824</b>	
12	VIII	BILIRAN	269	1,323.2646		365
		LEYTE	409	9,466.8273		
		SOUTHERN LEYTE	201	1,491.5693		
		<b>Sub-total for Lot 12</b>	<b>879</b>	<b>12,281.6612</b>	<b>12,281.6612</b>	
		<i>Sub-total for Region VIII</i>	1,539	18,562.2436		
13	IX	SIBUGAY	616	5,317.1381		365
		ZAMBOANGA DEL NORTE	198	1,425.1822		
		ZAMBOANGA DEL SUR	596	4,582.4714		
		<b>Sub-total for Lot 13</b>	<b>1,410</b>	<b>11,324.7917</b>	<b>11,324.7917</b>	
14	X	BUKIDNON	612	3,948.52		365
		CAMIGUIN	183	263.0680		
		MISAMIS OCCIDENTAL	57	337.2763		
		MISAMIS ORIENTAL	99	904.1790		
		LANAO DEL NORTE	665	4,672.7743		
		<b>Sub-total for Lot 14</b>	<b>1,616</b>	<b>10,125.8192</b>	<b>10,125.8192</b>	
15	XI	DAVAO CITY	29	345.7142		365
		DAVAO DE ORO	17	1,325.6989		
		DAVAO DEL NORTE	135	1,388.9153		
		DAVAO DEL SUR	254	1,946.6646		
		DAVAO OCCIDENTAL	323	2,207.4814		
		DAVAO ORIENTAL	269	2,823.3543		
		<b>Sub-total for Lot 15</b>	<b>1,027</b>	<b>10,037.8287</b>	<b>10,037.8287</b>	
16	XII	NORTH COTABATO	61	9,289.3603		365
		SULTAN KUDARAT	162	8,888.1267		
		<b>Sub-total for Lot 16</b>	<b>223</b>	<b>18,177.4870</b>	<b>18,177.4870</b>	
17	XII	SARANGANI	198	1,307.9671		365
		SOUTH COTABATO	15	9,823.7760		
		<b>Sub-total for Lot 17</b>	<b>213</b>	<b>11,131.7431</b>	<b>11,131.7431</b>	
		<i>Sub-total for Region XII</i>	436	29,309.2301		
18	CARAGA	AGUSAN DEL SUR	63	9,244.7554		365

		SURIGAO DEL SUR	451	5,550.4325		
		<b>Sub-total for Lot 18</b>	<b>514</b>	<b>14,795.1879</b>	<b>14,795.1879</b>	
19		AGUSAN DEL NORTE	32	296.6125		270
		DINAGAT ISLANDS	7	3,413.7306		
		SURIGAO DEL NORTE	16	2,722.8477		
		<b>Sub-total for Lot 19</b>	<b>55</b>	<b>6,433.1908</b>	<b>6,433.1908</b>	
		<i>Sub-total for CARAGA</i>	569	21,228.3787		
	<b>Grand Total</b>		<b>17,079</b>	<b>193,295.7266</b>	<b>193,295.7266</b>	

## ***Section VII. Maps and other Details per Lot***

### ***A. Maps***

Please see attached Annex B – Location Map of Lot/Module (Part A of Section VII. Maps and other Details per Lot).

### ***B. Support List***

Please see attached Annex C – Subdivision Survey Support List (Part B of Section VII. Maps and other Details per Lot)

### ***C. Other Details***



## *Section VIII. Bill of Quantities*

Note: Bidders to fill in the unit price and total for each lot they are intending to bid.

Lot No.	No of Land Holding	Area in Hectarage	Unit Price *	Total *
(1)	(2)	(4)	(5)	(6) = (5)x(4)
1	1,014	6,552.8521		
2	2,234	10,021.7032		
3	1,037	9,259.3654		
4	893	5,972.5091		
5	541	3,381.9012		
6	1,336	11,276.9759		
7	1,403	11,037.2355		
8	1,076	14,642.5934		
9	732	16,510.2011		
10	216	4,052.0977		
11	660	6,280.5824		
12	879	12,281.6612		
13	1,410	11,324.7917		
14	1,616	10,125.8192		
15	1,027	10,037.8287		
16	223	18,177.4870		
17	213	11,131.7431		
18	514	14,795.1879		
19	55	6,433.1908		

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

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

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

Duly authorized to sign the Bid for and on behalf of: <sup>1</sup> \_\_\_\_\_

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

<sup>1</sup>: Indicate the name of the Joint Venture as Bidder in the case of Bid submitted by a Joint Venture.

# ***Section IX. Bidding Forms***

## **TABLE OF CONTENTS**

Bid Form.....	284
Form of Contract Agreement .....	286
Notice of Award.....	288
Bid-Securing Declaration .....	289
Form of Bid Security - Demand Guarantee	290

## Bid Form

Date

IFB N<sup>o</sup>: SPLIT-REF-063D-B-PBD24-01

To: **Department of Agrarian Reform**

Address: *(DAR) Compound, Elliptical Rd. Diliman, Quezon, City, Philippines*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of Lot No(s)]* for the **Subdivision Survey of the Collective CLOAs for Issuance of Individual CLOAs**;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

Lot No	Bid Price
<i>[Insert Lot No (s)]</i>	
Total Bid Price	

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of **ninety (90) calendar days** from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity]*.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the



Bill of Quantities, shall be a ground for the rejection of our bid.

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

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

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

Duly authorized to sign the Bid for and on behalf of:<sup>1</sup> \_\_\_\_\_

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

<sup>1</sup>: Indicate the name of the Joint Venture as Bidder in the case of Bid submitted by a Joint Venture.

## Form of Contract Agreement

---

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_  
Binding Signature of Contractor

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

## Notice of Award

To: [Name and address of Contractor]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of Contract and lot(s) identification number as given in the ITB] for the Contract Price of [insert amount in specified currency], as corrected and or modified if applicable, in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to come to our office located at [insert address] to sign the formal agreement on [date] at [time].

Authorized Signature:

Name

Designation

.

## Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

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

x-----x

### Invitation to Bid SPLIT-REF-063D-B-PBD24-01

To: *Department of Agrarian Reform*  
*Department of Agrarian Reform (DAR) Compound,*  
*Elliptical Rd. Diliman, Quezon, City, Philippines*

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

**NAME OF NOTARY PUBLIC**

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

# Form of Bid Security (Bank Guarantee)

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

## Department of Agrarian Reform

Department of Agrarian Reform (DAR) Compound,  
Elliptical Rd. Diliman, Quezon, City, Philippines

### Invitation to Bid SPLIT-REF-063D-B-PBD24-01

WHEREAS, *[insert name of Bidder]* (hereinafter called the “Bidder”) has submitted his bid dated *[insert date]* for Lot No(s) \_\_\_\_\_ for the above ITB (hereinafter called the “Bid”).

KNOW ALL MEN by these presents that We *[insert name of Bank]* having our registered office at *[insert address]* (hereinafter called the “Bank” are bound unto the Department of Agrarian Reform (hereinafter called the “Procuring Entity”) in the sum of *[insert amount]*<sup>6</sup> for which payment well and truly to be made to the said Procuring Entity the Bank binds himself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If the Bidder:
  - (a) withdraws his Bid during the period of bid validity specified in the Bid Form; or
  - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Procuring Entity during the period of bid validity:
  - (a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the **Department of Agrarian Reform** up to the above amount upon receipt of his first written demand, without the **Department of Agrarian Reform** having to substantiate his demand, provided that in his demand the **Department of Agrarian Reform** will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Bidder and the Performance Security and, (b) if the Bidder is not the

---

<sup>6</sup> The Bidder should insert the amount of the guarantee in words and figures. This figure should be the same as shown of the Instructions to Bidders.

successful Bidder, upon twenty-eight days after the expiry date of the Bid validity or as it may be extended. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

**DATE            SIGNATURE OF THE BANK**  
**WITNESS            SEAL**

**(Signature, Name and Address)**

**No. Series of\_.**



# APPENDIX 1

## Fraud and Corruption

(Text in this Appendix shall not be modified)

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in

*hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

## Annex D (Validation Checklist of Documents)

### A. Checklist of Documents to support claim for the first tranche of 5%

Doc No.	Description
1	Description and scale of risks or difficulties <sup>3</sup> encountered.
2	DARs comments to the Indicative PMP (submitted with the Bid) providing the description of the issues requiring to be updated by the surveyor / contractor.
3	Copy of the document evidencing the DAR RD's approval of the updated Project Management Plan

### B. . Checklist of Documents to support claim for the 2nd tranche of 45%

Doc No.	Description
1	Document evidencing conduct of the initial “pulong-pulong” which includes the attendance sheet of participants, pictorials and minutes of the meeting.
2	Blueprint copies of Subdivision Plans per lot signed by the Geodetic Engineer (Contractor) and duly certified by the PARPO together with Lot Descriptions with names of FB's/claimants.
3	Document evidencing the conduct of field work Profile / Documentation on how the survey work was conducted (with site photographs as attachments; e.g. monumenting, etc.).
4	Document evidencing the conduct of Joint RPMO/PPMO inspection report on the completion of the fieldwork.
5	AutoCAD file (softcopy of the Subdivision Plan).
6	Copy of the endorsements of SRs to DENR-LMS by PPMO/RPMO.
7	Document evidencing conduct of the final “pulong-pulong” which includes the attendance sheet of participants, pictorials and minutes of the meeting.
8	Certificate of Conformity by ARBs/claimants attested by BARC/representative and concerned PARPO/representative.
9	Report of non-conformity of ARBs, if any.
10	Certificate of Acceptance of SRs for verification and approval by DENR-LMS.

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<sup>3</sup> May include (i) any disconnects of the technical data (lot data computation, CAD map, plan, lot description), including certified true copy of the collective CLOA title, (ii) disconnects of the final master list based on the inscribed as registered owner of collective CLOA, (iii) lack of availability of DAR field staff (DARMO and PRPO) to support the conduct of the survey particular, (iv) ARB's refusal to have their CCLOA re-surveyed / subdivided, (v) of overlaps with NCIP (or with Free Patent Area), and (vi) peace and order situation in parts (or whole of the) lot covered by the contract, supported by PNP report.

C. Checklist of Documents to support claim for the 3<sup>rd</sup> / final tranche of 40%

<b>Doc No.</b>	<b>Description</b>
1	Certification from PPMO of submitted Complete Approved Subdivision Plans (ASP) e.g. Sepia, Blueprints e-Technical Description, AutoCAD file, etc.
2	Blueprint copies of ASP per lot with Lot Description.
3	<b>In case of contract extension</b> , (i) copy of the DAR approved time extension relative to SCC 1.17, and (ii) Justification of the request for contract time duration concurred by the concerned PARPO.

