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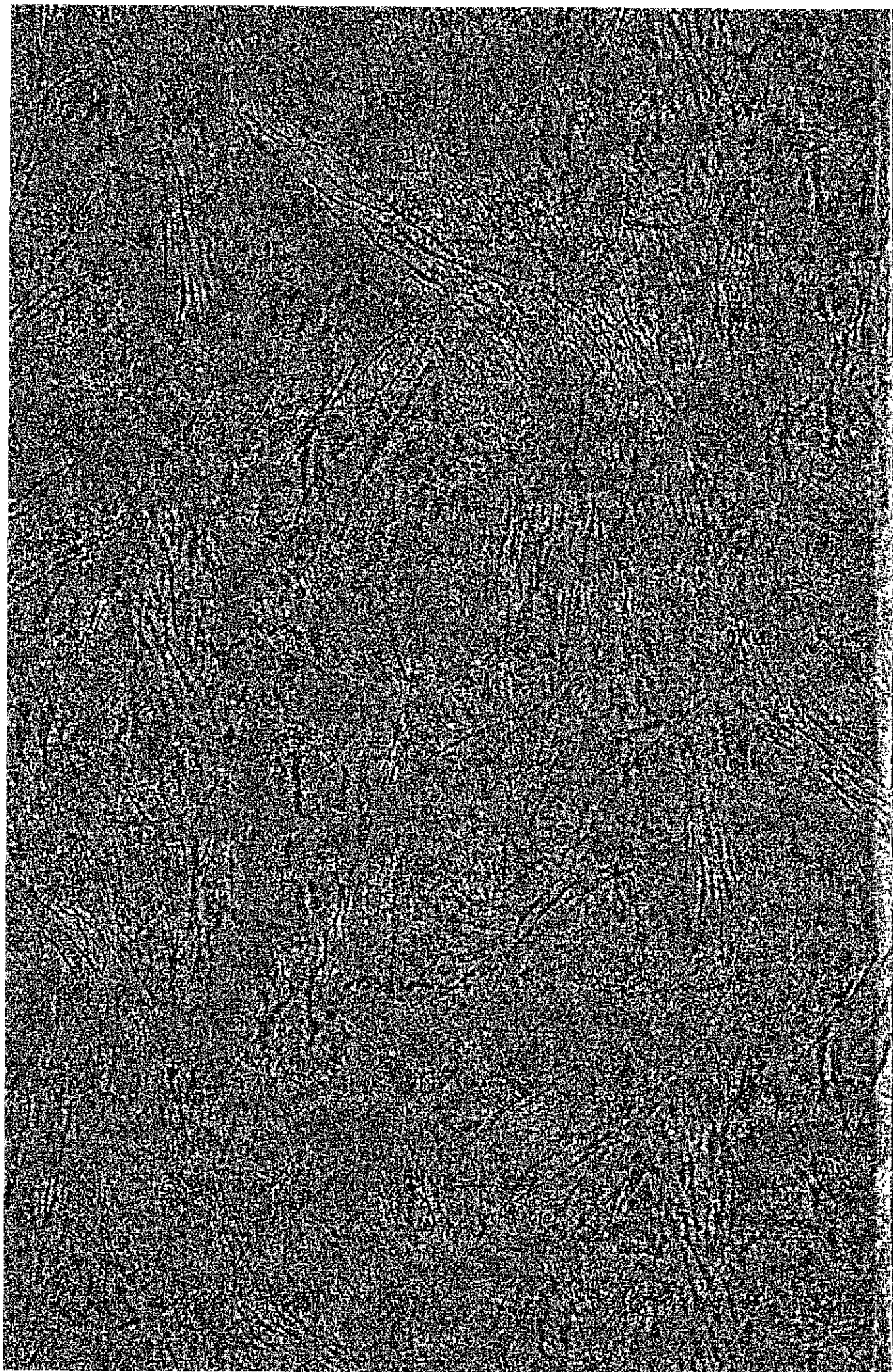
REPUBLIC OF THE PHILIPPINES

TENDER DOCUMENTS AND DRAWINGS
FOR
EXPERIMENTAL FARM
FOR
BOHOL AGRICULTURAL PROMOTION CENTER PROJECT
(B.I.A.D.P.)

MARCH 1983

JAPAN INTERNATIONAL COOPERATION AGENCY

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| ADT |
| JR |
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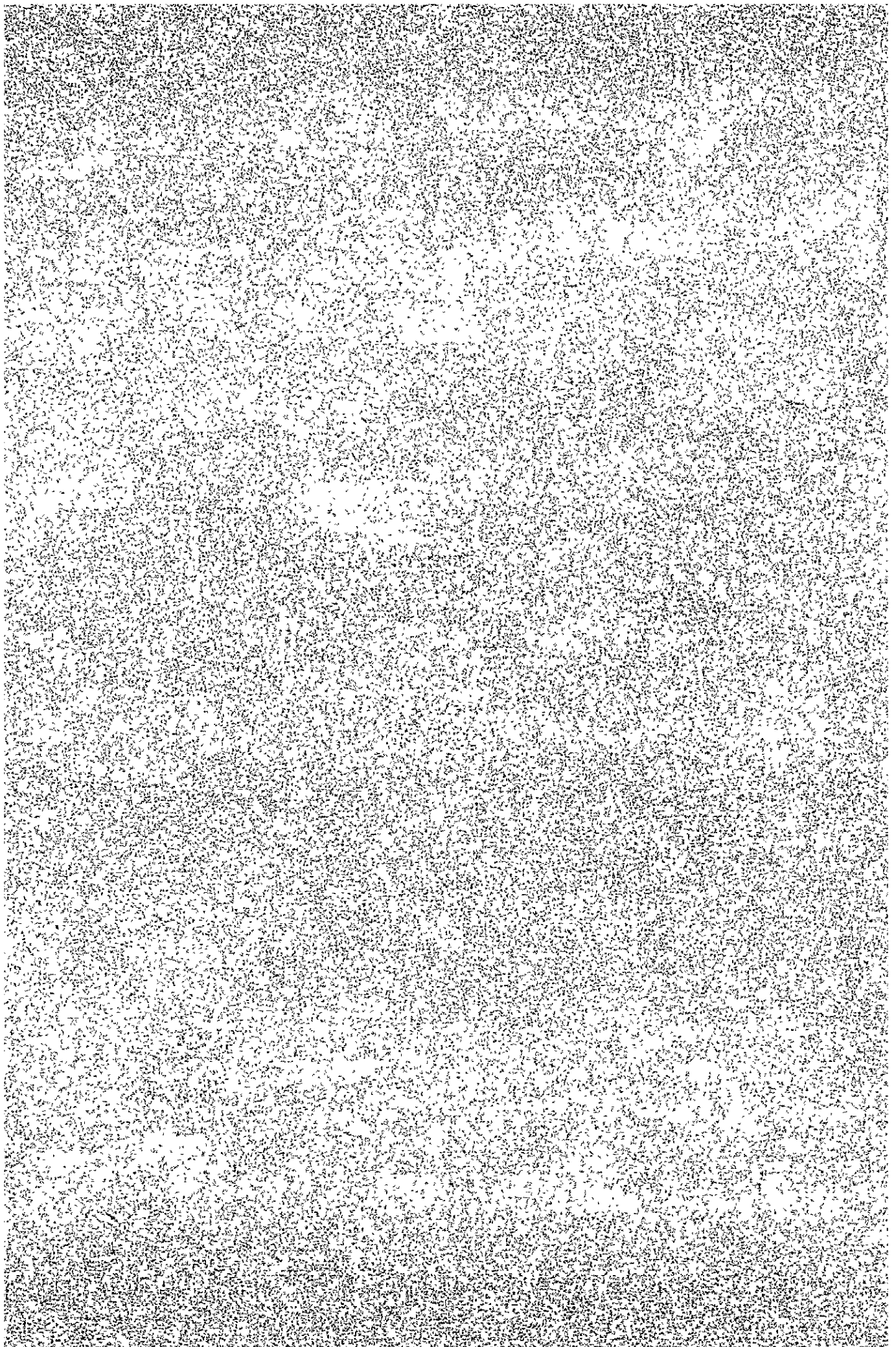
JAPAN INTERNATIONAL COOPERATION AGENCY

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LIST OF TENDER DOCUMENTS
ON
EXPERIMENTAL FARM
FOR
BOHOL AGRICULTURAL PROMOTION CENTER PROJECT

- I. INVITATION TO BID
- II. INSTRUCTIONS TO BIDDERS
- III. GENERAL CONDITIONS
- IV. CONTRACT FORM
- V. TECHNICAL SPECIFICATIONS
- VI. TENDER FORM
- VII. BILL OF QUANTITIES
- VIII. DRAWINGS

I. INVITATION TO BID



INVITATION TO BID

THE JAPAN INTERNATIONAL COOPERATION AGENCY

(JICA)

MANILA, THE PHILIPPINES

INVITATION TO BID NO.

The Japan International Cooperation Agency (hereinafter referred to as JICA), through its Representative Office in Manila, the Philippines, hereby invites sealed written bids for construction works of the Agricultural Promotion Center in Bohol, which will provide experimental farms for promoting local agriculture in the Bohol Area.

The Contract will include, among others, the followings:-

1. Dao District

40 mm tubwell pump (60 m deep 1 unit
(with accessories)

Irrigation facilities by pipelines

Land Reclamation 1.0 ha

2. Bilar District

Construction of Diversion Weir (H = 1.6 m L = 13.9 m)

Approx. 400 m of concrete block main canal

Land Reclamation 2.5 ha

3. Ubay District

Construction of earthfill dam

(H = 5.5 m, L = 47 m, spillway, and 20 m connecting
pipeline with ϕ 600 mm)

The Project will be implemented in two stages; Dao and Bilar into one and Ubay the other.

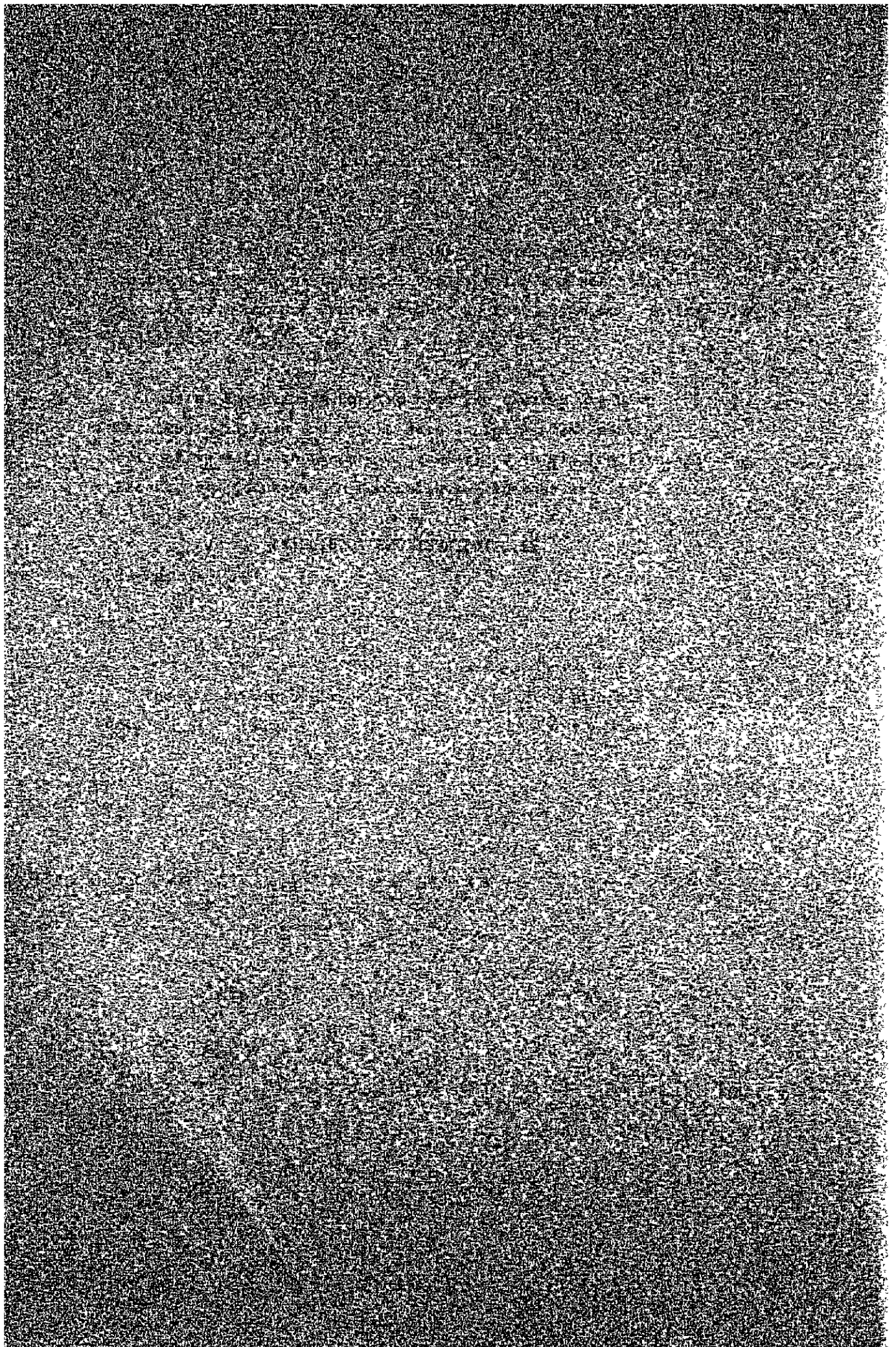
The Government of the Philippines has received the Grant aid from the Government of Japan for implementing the so-called Agricultural Promotion Center Project in Bohol Province, in the Philippines.

General Engineering Construction Contractors who have Contractor's License and experiences in the similar natured construction works to the above are invited to bidding in submitting necessary bid documents to the following address not later than ().

Address:

The bid opening will be held at () o'clock (^{a.m.}/_{p.m.})
(date) at ().

II. INSTRUCTIONS TO BIDDERS .



Instructions to Bidders

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INSTRUCTIONS TO BIDDERS

IB-01 BIDS TO BE CONSIDERED

Only firms or joint ventures invited by JICA may submit proposals.

Bids will be considered only from those Bidders who have submitted the necessary cash deposit to the JICA, Manila, as called for in Clause IB-04 BID SECURITY, and who have visited the site and have registered accordingly at the JICA, Manila Office.

IB-02 PREPARATION OF BIDS

The Bidders are required to use the prescribed attached BID FORM. The _____ will not consider bids submitted on other than the prescribed bid form.

All bids shall be prepared in English and submitted in one original and two(2) copies, at the place and on or before the hour and date fixed for receipt of bids in accordance with the Invitation for Bids, and shall conform to the following requirements.

- (a) One copy of the Proposals shall be marked "Original". In case of discrepancies between the original and copies, the original shall govern.

The original and the copies of bids shall be made on the Proposal Forms provided and made a part of these Contract Documents, which shall be returned in its entirety with all blanks in the Bill of Quantities properly filled in and manually signed in ink. Bids written in pencil will not be considered.

If erasures or other changes appear, each such erasure or change must be initialed by the person signing the bid. Modifications of bids will be considered only by letter signed by the same person, who signed the bid and only if received at the _____ Office in _____, prior to the time fixed for the opening of bids.

- (b) Bids will only be submitted for the work schedule(s) the bidder is prequalified to submit proposal. Bids submitted shall be on all items in the Bill of Quantities for the work schedule(s) the bidder is prequalified and bids submitted for only a part of the work schedule will not be considered. Bid prices which shall be typewritten or in ink shall be written in words as well as expressed in figures. In case of discrepancy between the words and figures, the price in words shall prevail. Also, in case of discrepancy in the unit price and the extension thereof, the unit price shall govern.

- (c) The Proposal must be signed by a person duly authorized to do so. Proposals submitted by corporations must bear the seal of the corporation and be attested by its Secretary. Proposals submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture duly registered and authenticated before an official deputized to witness sworn statements, in which is defined precisely the function, its period of duration, the obligate it, the participation of the several firms forming the joint venture, and any other information which will permit a full appraisal of its functioning.

(d) Both the original and the copies of the bid shall contain all of the information and data required in Clause IB-09 DATA TO BE SUBMITTED WITH PROPOSAL, to be furnished by the Bidder. Complete information and data must be submitted with the bid and no information and data must be submitted with the bid and no information and data received from the Bidders after the opening of the bids will be considered in the evaluation of bids. No bid will be accepted after the date and hour specified in the Invitation for Bids for delivery either to the _____ Office, _____, _____ or _____ Office, _____.

(e) The JICA assumes no obligation or responsibility whatsoever to compensate or indemnify the Bidders for any expense or loss which they may incur in the preparation of the proposals, nor does the JICA guarantee that an award will be made under these Contract Documents.

IB-03 BASIS ON WHICH BIDS ARE REQUESTED

The form the Contract to be awarded is on a fixed unit price basis of payment to the Contractor, as specifically set forth in these Contract Documents. Bids are requested on the above basis and a Proposal which is on any other basis will not be considered. A proposal which is qualified by the Bidder by the insertion or attachment of unsolicited terms or conditions will be rejected. Prices quoted shall be in Philippine Pesos.

IB-04 BID SECURITY

The original, but not copies of each bid shall be accompanied by a proposal bond in an amount equivalent to

five percent (5%) of the total bid price in the form of cash, certified check or bank draft or guarantee against any reputable bank, acceptable to the JICA, or surety bond underwritten by domestic bonding companies approved by the JICA or any combination thereof, payable to the JICA, as a guarantee that the successful bidder will, within thirty (30) calendar days from receipt of the Notice of Award enter into Contract with the JICA and furnish the Performance Security and Evidence of Working Capital for the complete and faithful performance of the Work specified in these Contract Documents. Bids and Bid Securities shall be valid for at least one hundred twenty (120) calendar days following the opening of bids. In case the successful bidder fails for any person to execute such Contract and/or to furnish the Performance Security and Evidence of Working Capital within the stipulated time, his Bid Security shall be forfeited to the JICA as liquidated damages and not by way of penalty, since the exact damage caused to the JICA by such failure is difficult if not impossible to determine accurately.

The Bid Securities of the lowest Bidder will be returned within thirty (30) calendar days after the award is made, but in any event not later than one hundred twenty (120) calendar days following the opening of bids. The remaining Bid Securities will be returned after the successful Bidder has signed the Contract and furnished the Performance Security and Evidence of Working Capital.

A proposal which is not accompanied by a satisfactory Bid Security will not be considered.

IB-05 DELIVERY OF BIDS

Proposal shall be sealed in an envelope marked in capital letters, the complete and exact title of the Project as indicated in the Invitation for Bids, and must be addressed and delivered to:

(or)

on or before the hour and date fixed for receipt of bids as stipulated in the Invitation for Bids.

Bids with the satisfactory proposal bond shall be delivered on or before the designated time to be eligible for consideration. bids received otherwise will not be considered. The JICA will not be responsible for prematurely opened bids which are not properly marked. No modification of bids will be allowed after the same is submitted except if withdrawn as provided for in Clause IB-06 Withdrawal of Bids, and resubmitted prior to the time set for the opening of bids.

IB-06 WITHDRAWAL OF BIDS

A Bidder will be allowed to withdraw his bid prior to the time set for the opening of bids if he communicates his purpose in writing to the JICA and his bid shall be returned to him unopened. No bid can be withdrawn for any reason whatsoever after the opening of bids has commenced.

IB-07 BIDDER'S RESPONSIBILITY

The Bidder shall be responsible for having taken steps to carefully examine all of the Contract Documents and also to have fully informed himself as to all

conditions, local and otherwise, affecting the carrying out of the Contract Work, and to have formulated an estimate of the facilities available and needed. Failure to do so will be at the Bidder's risk.

It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this Contract: including the locations and nature of the work; climatic conditions, the nature and condition of the terrain, geological conditions at the site; transportation and communication facilities; the requirements and availability of labor, water, electric power and roads; the locations and extent of aggregate source; earth and other natural materials for use in the Contract Work; and all other factors that may affect the cost, duration, and execution of the Contract Work. The Bidder, by the act of submitting a proposal, acknowledges that he has inspected the Site and determined the general characteristics of the Contract Work and the conditions indicated above.

The JICA will not assume any responsibility regarding information, interpretation, or conclusions obtained by the Contractor, or regarding information, interpretation or deductions the Contractor may obtain or arrive at from the data furnished by the JICA. No verbal agreement or conversation with any Officer, employee, or agent of the JICA or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract.

IB-08

LAWS

By submitting their proposals, the Bidders are considered to have before familiar with all laws, acts and

regulations of the Philippines that in any manner may affect, or apply, to the operations and activities of the Contractor under the Contract, or in connection therewith. The Contractor shall be the employer of the personnel whom he will utilize for the performance of the Contract and he shall be obligated to comply with the labor laws of the Philippines.

IB-09 DATA TO BE SUBMITTED WITH PROPOSAL

All Proposals shall contain the following documents:

- (a) An organization chart, and complete qualifications and experience data sheets for the supervisory personnel he proposes to employ for the execution of the Contract Work. This chart shall be accompanied by a bar graph showing the scheduled date and length of employment on the Project. Alternate key personnel of equal competence may be substituted later subject to the approval of the JICA.

- (b) A construction schedule showing the detailed proposal plan of operation and construction of each main item in the Bill of Quantities from start to completion of the Contract Work, and a schedule of utilization of the different items of major construction and plant equipment. The schedules shall include construction and plant equipment and manpower mobilization. The schedules shall be in a bar graph form with months shown as the least unit of time and each main item on a separate horizontal line. The schedule shall also show expected monthly accomplishment and financial requirements based on the Bill of Quantities.

- (c) A list of equipment proposed to be used for the performance of the Contract Work. This list shall specifically enumerate the number, make, type and capacity of all major items of equipment. Minor items of equipment, classified by categories, shall also be enumerated. The list of major equipment shall set forth separately the construction plant or equipment owned by the Bidder and that which the Bidder intends to purchase or provide from other sources and the sources thereof.
- (d) Bidder's declaration certifying that he has fully informed himself of all conditions, local and otherwise, affecting the carrying out of the Contract Work and that his proposal has been prepared in strict accordance with the terms and conditions of these Contract Documents.

A Proposal which is not accompanied by the above-mentioned requirements will not be considered.

IB-10. BIDDER'S COMPETENCE

The JICA reserves the right to examine fully the competence and responsibility of a Bidder at any time before award of Contract by further verification of the Bidder's Prequalification Confidential Statement, or by any other means; and to reject any bid when facts as to business and technical organization, or financial resources, or construction experience have been misrepresented and in JICA's opinion would justify rejection.

IB-11. INTERPRETATION OF CONTRACT DOCUMENTS-SUPPLEMENTAL NOTICES

If a prequalified Bidder is in doubt as to the true meaning of any part of the Contract Documents, the Bidder may submit a written request for an interpretation to the Administrator allowing sufficient time for a reply to reach him before submission of his bid. Any substantive interpretation given will be issued by the JICA in the form of a Supplemental Notice furnished to all prospective Bidders.

B-12. COMPARISON OF BIDS

In making its selection, the _____ will not be bound to award a Contract to the Bidder submitting the bid with the lowest indicated cost, but will take into consideration the bid prices, unbalance bids, guaranteed completion period and other relevant considerations.

Should there be only one (1) Bidder who has submitted bid for a Contract Work Schedule, the said Contract Work Schedule will be awarded to him, provided his unit bid prices are within the allowable limits of the government estimates.

B-13. AWARD OF CONTRACT

Bids will be opened simultaneously by the Committee of Bids and Awards of the _____ Office,
_____ in the presence of the bidders who may desire to attend such opening.

Promptly after the opening of the bids, they will undertake a detailed study and appraisal of the proposals submitted. The Contract Work will be awarded to the responsible bidder whose bid is complying and deemed most advantageous to the _____, price and other factors considered.

Award of Contract shall be made by Schedule in the proposal and the Contractor who offered the lowest quotation will be given preference in the award of the Contract Work.

In the determination of the lowest responsible Bidder, the following rules shall be observed.

- (a) The lower limit is minus twenty five (25) percent of either the JICA's estimate or the average of all bids accepted and considered, whichever is lower.
- (b) The upper limit is plus fifteen (15) percent of the JICA's estimate but in no case shall the unit price for any major items thereof (item comprising twenty (20) percent or more of the total project cost) exceed twenty five (25) percent of the JICA's estimate for such item.

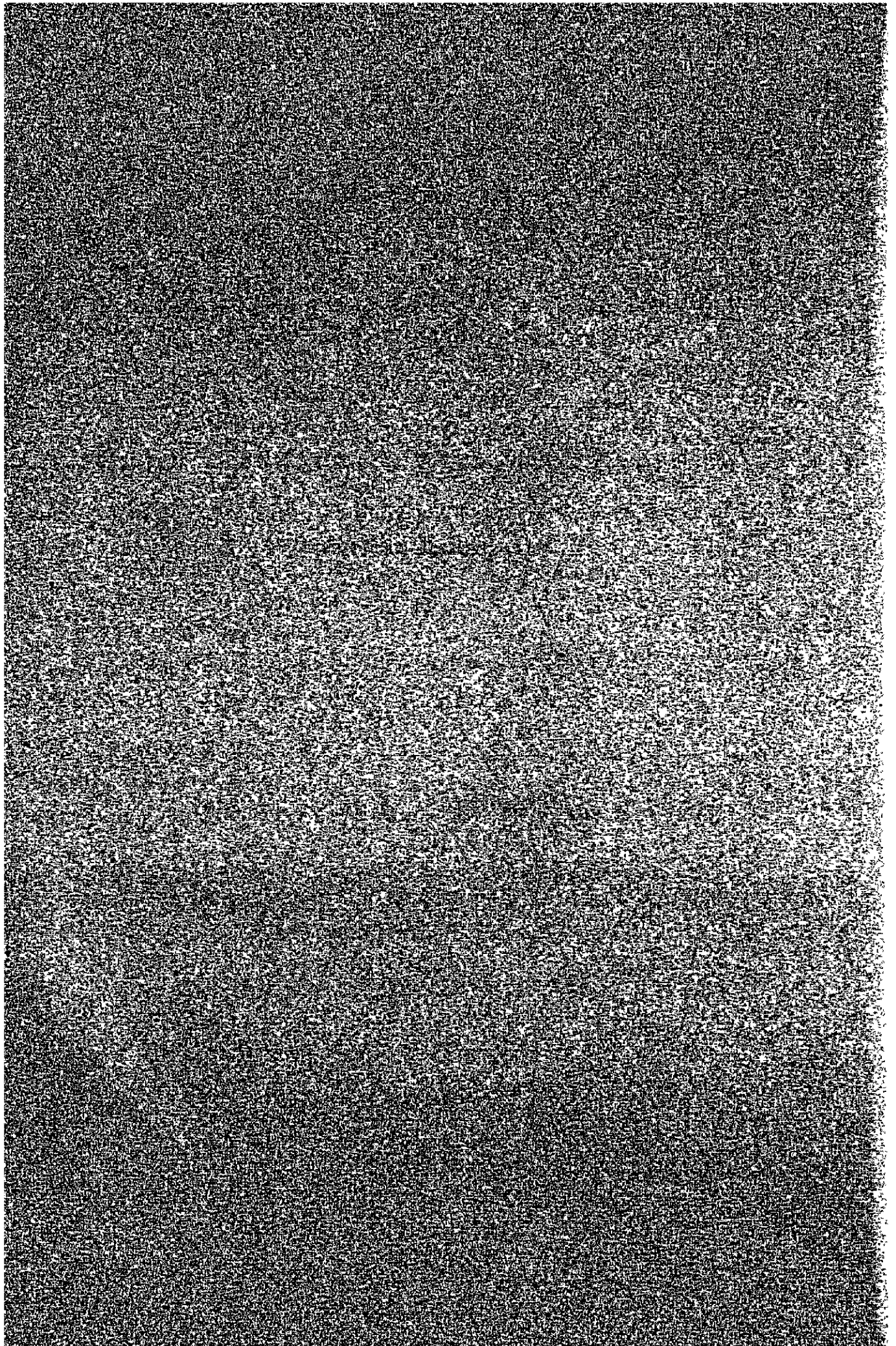
The JICA reserves the right to reject any and all bids, to waive any informality in the bids received and to disregard any bid which is obviously unbalanced. The right is also reserved to reject the bid of any bidder who: a) has previously failed to properly perform or complete on time any and all construction contracts undertaken by him; b) having secured prequalification papers, and later prequalified, fails to participate in the bidding conducted by the JICA for two (2) consecutive times; and c) incomplete information.

Prior to the award of Contract Work Schedule, the JICA shall undertake an inspection to verify the pledged equipment at least fifty percent (50%) of the JICA Minimum Equipment Requirement and which equipment are not committed to any project and are available in good running

condition to be mobilized within the number of calendar days stipulated in the Technical Specifications, Section I - TEMPORARY WORKS, CONSTRUCTION PLANT AND MOBILIZATION OF CONSTRUCTION EQUIPMENT to the jobsite. If the pledged equipment are not available or are committed to other projects, the JICA shall have the right to disqualify said winning Bidder and give the award of the Contract Work Schedule to the next complying responsible Bidder provided he is amenable to the winning bid price. If such a situation occurs the JICA shall not be liable for damages and said defaulting Bidder shall be banned from future biddings of the office.

Within seven (7) calendar days from the date of receipt of Notice of Award, the successful Bidder will be required to have in _____ Office, _____, a representative empowered to execute the Contract with the _____.

III. GENERAL CONDITIONS



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GENERAL CONDITIONS

GC-01 DEFINITIONS

Wherever the following terms are used in the Contract Documents, they shall have the following meaning:

- Philippines : The Republic of the Philippines
- JICA : The Japan International Cooperation Agency
- JICA's
Representatives: JICA Officers and persons authorized by JICA
- Committee : The Committee of the Japan International Cooperation Agency, specially established for the Project.
- Administrator : The managing head of the National Irrigation Administration of the Philippines.
- Engineer(s) : An individual, partnership, corporation, association, firm or joint venture or syndicate which have been engaged by JICA to assist in engineering services and supervision of the work to be done under this Contract.
- Project Manager: The managing head of the particular Project where this Contract Work will be implemented.

Bidder : An individual, partnership, corporation, association, firm or joint venture submitting a bid to the JICA for the performance of the Contract Work.

Contract : The legally executed agreement between the Contractor and the JICA for the performance of the Contract Work covered by these Contract Documents.

Contractor : The individual, partnership, corporation, association, joint venture or syndicate having a direct contract with JICA for the implementation of the Contract Work under this Contract.

Sub-contractor : The individual, partnership, corporation, association or syndicate having a direct contract with the Contractor for furnishing services or work under this Contract.

Contract Documents : Collectively the Pre-qualification Confidential Statements; Instruction to Bidders; General, Special and Local Conditions; Technical Specifications; Invitation for Bids; the Proposal; Drawings as defined; Supplemental Notices; Notice of Award; Performance Bond and Evidence of Working Capital; the Contract; and Notice to Proceed.

Furnish : All works done and all expenses, including labor, materials, plant and overhead incurred by the Contractor in providing and delivering to the geographical location designated in the specifications, a specified item, article, or piece of apparatus or equipment.

Erect and Install : All works done and all expenses, including labor, materials, plant and overhead incurred by the Contractor in receiving a specified item, article, or piece of apparatus or equipment at a geographical location designated in transporting it to and storing it at the site of work, and there erecting, placing or laying it as shown in the plans or as directed, to be by and at the expense of the Contractor unless otherwise specified.

Furnish & Erect: All works done and all expenses, including labor, materials,

Furnish & Install: plant and overhead in providing delivery, transporting, storing

Furnish & Place: and erecting, placing, laying as specified item, a piece of apparatus

Furnish & Lay : or equipment shown on the plans or as directed by the Project Engineer at the expense of the Contractor, unless otherwise specified.

Supplemental Notice : Is meant a written additional information, provisions and/or other documents as issued by the Administrator before the opening of Bids and are incorporated in the Contract Documents.

Sureties : Bank or banks and/or bonding company or companies which are joined and severally bound with the Contractor's faithful performance of the Contract and the payment of all his obligations arising thereunder.

Permanent Works: The permanent structures to be constructed and completed in accordance with the Contract Documents.

Temporary Works: All temporary structures of every kind required for the execution and completion of the Permanent Works.

Works : Refer to Permanent Works and/or Temporary Works.

Construction Plant : All equipment, facilities, supplies, and other incidentals required for execution and completion of the work but exclusive of materials or other things intended to form or forming part of the Permanent Works.

- Drawings : All contract and Construction Drawings referred to in these Contract Documents and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer for construction of the Works.
- Site : The lands on which the Works are to be executed or carried out and any other lands or places provided by the JICA for the purposes of the Contract.
- Approved : Means approved in writing by duly authorized persons.
- Contract Work : The furnishing of all labor, materials, supplies, equipment, facilities, and other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all the duties and obligations imposed by the Contract.
- Extra Work : Such additional labor, materials, supplies, equipment, facilities, and other incidentals as are required to complete the Works for the purpose for which it was intended but not, originally covered or called for in the Contract.

CORRELATION AND INTERPRETATION OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. In case of discrepancy, defective description, errors, omissions, or ambiguity between or in any of the Contract Documents, the following shall be the rules of interpretation.

Drawings shall govern over the General Conditions; and the Technical Specifications shall govern over the General Conditions and the Drawings.

Detailed Drawings shall govern over General Drawings. Figures written on Drawings shall govern over the Drawings themselves.

If the Contractor, either before commencing the work or during its performance, discovers any conflict, discrepancy, error, or omissions between or in any of the Contract Documents or in case of any question concerning the meaning of the Contract, he shall promptly notify the Engineer thereof in writing. On receipt of such notice, the Engineer promptly investigate the matter and give appropriate orders or instructions to the Contractor. Until such orders or instructions are given, the Contractor's performance of any affected portion of the work, after his discovery of the conflict, discrepancy, error, omission, or question, shall be at his own risk and he shall bear any additional cost resulting therefrom.

Omissions from the contract Documents or misdescription of details of work which are manifestly necessary to carry out the intent of the Contract, or

which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of work but they shall perform as if fully and correctly set forth in the Contract Documents.

GC-03 JURISDICTION

The proper law of this Contract shall be the law enforce in the Philippines. Any litigations between the parties that may arise out of or in connection with this Contract or the breach thereof or the performance of work thereunder shall be determined in the courts of Quezon City, except as may be otherwise specifically provided in these Contract Documents. At or before the time of execution of the Contract, the Contractor shall notify the JICA in writing of the appointment of one or more agents satisfactory to the JICA upon whom process may be served in connection with any litigations. the courts of Quezon City shall be deemed to have obtained jurisdiction to render valid judgements upon the Contractor, by such service.

GC-04 STATUTORY REQUIREMENTS

The Contractor shall comply with all applicable laws, acts, codes and regulations of the Philippines and its political subdivisions or any public, municipal or other duly constituted authority which may affect the prosecution of the Contract Work.

GC-05 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, and shall save harmless and indemnify the JICA and the Engineer, their officers, agents and employees against liability, including cost and expenses, for infringement of any patent rights of other protected rights arising out of the performance of this Contract.

ASSIGNMENT AND SUBCONTRACTS

(a) Assignment. The Contractor shall not assign, transfer, pledge, subcontract or make any other disposition of this Contract or any part thereof, or any interest therein except as provided for in subparagraph (b) of this Clause GC-06 Assignment and Subcontracts.

(b) Subcontracts. The Contractor shall not subcontract any of the civil works of this Contract. However, the Contractor may subcontract services or items of work in the Bill of Quantities which are of a specialty in nature and which are limited in scope such as transporting equipment and materials, such as cement, fuels, lumber, and reinforcing steel bars, building of construction camp, drilling and grouting, and furnishing and installing equipment. In such case, the Contractor shall furnish JICA certified copies of subcontractor.

Should the Contractor desire to subcontract any service or item of work within the provisions stated above. then the Contractor shall notify the JICA in writing within sixty (60) calendar days after the signing of the Contract, and shall submit complete information of the proposed Subcontractor, including his financial status, experience, organization, personnel and equipment available for the work and the specific service or item of works to be done or subcontracted. The Contractor shall not subcontract any part of the Contract without the prior written approval of the Administrator and such approval if given shall not relieve the Contractor from any liability or obligation under the Contract.

The Contractor agrees that he is as fully responsible to the JICA for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the JICA.

The Contractor is fully responsible for payment of Subcontractors; however, the JICA reserves the right to hold or deduct such payments from the Contractor's monthly progress payment, should the Contractor refuse or fail to make justifiable payments to any subcontractor in accordance with the subcontract.

The JICA may by written notice require the Contractor to terminate a subcontract if a subcontractor fails to perform his work in accordance with the Contract. In such event, the Subcontractor shall leave the work site immediately and the JICA will not be liable for such termination.

GC-07

FAMILIARITY WITH CONTRACT WORK

The Contractor shall be responsible for having taken steps necessary to satisfy himself as to the nature and locations of the Contract Work, the type of equipment and facilities needed preliminary to and during the prosecution of the Contract Work, the general and local conditions, and all other matters which can in any way affect the Contract Work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Contract Works without additional expense to the JICA. The JICA

assumes no responsibility for any understanding or representations concerning conditions made by any of its representatives prior to the execution of this Contract, unless such understanding or representation are expressly stated in the Contract Documents.

GC-08 LIABILITY FOR SPECIAL RISKS

The JICA shall (1) hold the Contractor harmless from all liability for damages or destruction of the Works or property whether owned by JICA, or any other third parties and for injury or loss of life caused, directly or indirectly, by declared or undeclared war, invasion, insurrection, or usurped power in the Philippines, hereinafter referred to as "Special Risks", (2) compensate the Contractor when occasioned directly or indirectly by said special risks for (a) legitimate costs and expenses, and (b) loss or damages to property of Contractor at the site including that in transit to the project site.

GC-09 RESPONSIBILITY FOR CONTRACT WORK

The Contractor shall assume full responsibility for the Contract Work. Until its final or partial acceptance as specified in the Special Conditions the Contractor shall be responsible for any damage to or destruction of the Work, except for special risks as provided for in Clause GC-08 Liability for Special Risks, to make no claims against the JICA for damages to the works from any cause except for said special risks.

GC-10 SAFETY OF PERSONNEL AND THIRD PARTIES--PREVENTION OF ACCIDENTS--RESPONSIBILITY

Except for special risks as provided for in Clause GC-08 Liability for Special Risks, the Contractor is solely responsible for the safety, protection and security of his personnel, third parties, the public at large, the

works, equipment, installations, etc. Accordingly the Contractor shall comply faithfully with any and all pertinent laws, at his own expense, take all requisite protective measures to the end of eliminating the occurrence of accidents, loss or damage of any kind during the performance of the Contract Work and until their final acceptance. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and other signs, and shall take all necessary precautions for the protection of the Work and the safety of this personnel and the public. Roads closed to traffic shall be protected by effective barricades and obstructions shall be illuminated at night in accordance with the existing pertinent ordinances and other regulations.

Provided the stipulations of the pertinent laws, decrees, regulations and other ordinances in force in the Philippines do not contain different provisions of the U.S. Bureau of Reclamation Publication, "Construction Safety Standard". The Contractor shall furthermore cooperate with the JICA on all matters concerning the prevention of accidents. To this end, the Contractor shall fully acquaint himself with JICA's regulations and printed instructions, which JICA may, from time to time, issue during the performance of the Contract Work and the Contractor shall strictly observe and comply with all such regulations and instructions. The Contractor shall cooperate closely with the JICA's Safety Inspectors or related personnel to develop on effective safety program to promote safe practices and procedures in the construction of the Works.

In the event the Contractor fails to observe his above obligations, the JICA may, at the Contractor's expense take whatsoever measure is deemed necessary by the JICA for the protection of JICA, Contractor's personnel and third parties and order the immediate interruption of dangerous work. The Contractor shall not be entitled to any indemnification or time extension on account of such interruption. It is understood that the JICA's right referred to above shall in no way diminish the Contractor's responsibility hereunder.

The Contractor shall report in writing within twenty four (24) hours from their occurrence, the local Police and the Local Inspector, all accidents occurring on any of the Contract Work or in connection therewith. In the event of serious or fatal accidents, the Contractor shall leave unchanged the conditions existing at the site of the accident so that the Authorities may proceed with their investigations ascertain the causes of the accident.

The Contractor shall be solely and exclusively responsible for any loss or damage, death or injuries, resulting from the performance of the Contract Work or in connection therewith, sustained by any person or party. The Contractor shall save harmless the JICA from any and all claims or court actions raised or instigated against it by any person or party for any loss, damage or injuries caused by Contractor, his personnel, his mechanical equipment, and materials or his workyard installations, and shall at his own expense indemnify such person or party for its loss, damage or injury.

CONTRACTOR'S EMPLOYEES AND SUPERINTENDENCE

The Contractor shall give efficient superintendence to the works, using his best skill and attention, and shall, during the execution of the Contract Work, provide a competent full time Superintendent and necessary assistants.

The Superintendent shall be the authorized representative of the Contractor and shall receive on behalf of the Contractor directions and instructions from the JICA. The designation of the Superintendent shall be approved in writing by the JICA, which approval may at any time be withdrawn. If such approval is withdrawn the Contractor shall, as soon as practicable after receiving written notice from the JICA, remove the Superintendent from the Site and shall not thereafter employ him again on the Site in any capacity and shall promptly replace him by another Superintendent approved by the JICA.

The Engineer shall be at liberty to object to and require the Contractor by written notice to remove forthwith from the Site any other person employed by the Contractor in the execution of the Contract Work, who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable, and such person shall not be again employed without the written permission of the Engineer.

All expenses associated with removal of such Contractor's employee shall be paid by the Contractor who shall save harmless the JICA and Engineer from any claim arising from such actions.

INSPECTION OF CONTRACT WORK

All Contract Work shall be performed in a skillful and workmanlike manner. Inspection of all the Contract Work shall be made by the JICA while such Contract Work is in progress to ascertain that the completed works will comply in all respects with the standards and requirements set forth in these Contract Documents. Notwithstanding such inspection the Contractor shall be held responsible for the acceptability of the finished Works.

The Engineer shall assist the JICA in the inspection of all Contract Work.

The JICA, the Engineer and their representatives shall at all times have access to the Works whenever it is in preparation of in progress, and the Contractor shall provide proper facilities for such access, and shall furnish promptly, without additional charge, all facilities, labor and supplies reasonably needed for safe and convenient inspection. the Contractor shall give the JICA timely notice of readiness of the Works for inspection, and the JICA shall perform said inspection in such a manner as not to delay the Contract Work unnecessarily.

If any works should be covered up without prior approval or consent of the JICA, it must, if require by the JICA, the uncovered for examination and properly restored at the Contractor's expense, unless the JICA has unreasonably delayed inspection after notice of readiness for inspection has been given.

Re-examination of any Works may be ordered by the JICA and, if so ordered, the Works must be uncovered by the Contractor. If such works is found to be in

accordance with the Contract Documents, the JICA shall pay the cost of re-examination and replacement plus fifteen percent (15%). If such works is not in accordance with the Contract Documents, the Contractor shall bear such re-examination and replacement costs and shall not be entitled to any extension of time on this account.

GC-13 CORRECTION OF WORKS

The Contractor shall promptly replace all materials and correct all Works determined by the JICA or his duly authorized representative as failing to meet Contract requirements. The Contractor shall promptly replace and correct the Works in accordance with the Contract without expense to the JICA and shall bear the cost of damage done to other parties occasioned by such removal or replacement.

If the Contractor does not take action to replace and correct such condemned materials and damaged works within ten (10) calendar days after written notice, the JICA may (1) by contract or otherwise, replace such materials or correct such Works and charge the cost thereof to the Contractor, or (2) terminate the Contractor's right to proceed as provided for in Clause GC-14 JICA's Right to take over Contract Work.

Failure or negligence by the JICA or its agents to condemn or reject bad or inferior Works or materials shall not be construed to imply acceptance of the same if such bad or inferior Works or materials were not discovered at any time prior to the final acceptance of the Contract Work by the JICA.

If the JICA deems it inexpedient to correct the Works that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract amount shall be made therefor, unless the Contractor elects to correct the Works.

GC-14

JICA's RIGHT TO TAKE OVER CONTRACT WORK

(a) Right to take Over. Should the Contractor

1. Be adjudged a bankrupt; or
2. Become insolvent or make a general assignment of his assets for the benefit of his creditors; and
or
3. In the opinion of JICA be unreasonably or unnecessarily delayed in the performance of the Contract Work; or
4. Abandon the Contract Work; or
5. Assign the Contract or sublet the Contract Work other than permitted herein; or
6. Fail to complete the construction of the Work as herein specified; or
7. Violate any of the conditions, covenants and agreement of this Contract;

then, in any of these cases, the JICA shall have the right to terminate the employment of the Contractor and to take over the Contract Work, after giving the Contractor and his sureties fifteen (15) calendar days prior written

notice to that effect. Such notice shall contain the reasons for such intention to take over than if within fifteen (15) calendar days after serving such notice, and Contractor fails to extinguish the causes or reasons for such intention to take over or fails to make satisfactory arrangement for its correction, the right of the Contractor to prosecute the Contract Work himself shall terminate.

(b) Completion of Contract Work by the JICA

In such event the JICA may take over the Contract Work and prosecute the same to completion, by contract or otherwise, and shall have the right at its option to take possession of and utilize in completing the Contract Work such materials, equipment, and construction plant as may be on the Sites and necessary therefor.

(c) Liability of Contractor and Sureties

It is expressly agreed that in the event the JICA takes over the Contract Work from the Contractor, the latter and his Sureties shall continue to be liable under this Contract for any expense in the completion of the Contract Work in excess of the contract price and the bond field by the Contractor and other monies due the Contractor from JICA shall be answerable for such expense and, for any and all damages that the JICA may suffer as a result of and in connection with take-over.

(d) Payments

If the Contract Work is taken over by the JICA under Clause GC-14 JICA's Right to Take Over Contract Work, the Contractor shall not be entitled to receive any further payment until the Work is completed.

The JICA shall ascertain and fix the value of of the Works already completed by the Contractor but not paid for and all usable materials on the Sites. The cost of completing the Works shall be charged against the contract price of the remaining works and in case of insufficiency thereof, the excess cost shall be chargeable against the defaulting Contractor and his Sureties.

In the event that the total expenditures of the JICA on completion of the Contract Work are not in excess of the contract price, the difference between said total expenditures and the contract price shall be applied to settle unpaid claims filed under Clause GC-26 Payments by Contractor Unpaid Claims and the balance, if any, shall be paid to the Contractor; Provided, however, that no amount in excess of the combined value of the unpaid completed Work retained percentages and usable materials at the time of taking over of the Work shall be so paid nor shall any claim for prospective profits for the work done after the JICA shall have taken over be considered or allowed. The Contractor shall not stand to benefit from the portion of the Contract Work taken over by the JICA.

GC-15 EXTENSION OF TIME DUE TO FORCE MAJEURE

The Contractor shall not be in default under this Contract because of any delays in the prosecution or completion of the Contract Work or any separable part thereof, which delays are caused by "force majeure", Provided, that the Contractor submits a claim, in accordance with the provisions of Clause GC-16 Claims for Extension of Time for Completion, and in the opinion of the JICA the delays are caused by force majeure.

"Force Majeure" shall be defined as any event, the happening or pernicious results of which could not be prevented even though a person against whom it happened or threatened to happen were to take such appropriate care or necessary precautionary measure as might be expected from him.

GC-16 CLAIMS FOR EXTENSION OF TIME FOR COMPLETION

Should the amount of additional or Extra Work of any kind or other special circumstances of any Contractor to an extension of time for the completion of the Contract Work under this Contract the JICA shall determine the amount of such extension; Provided, that the JICA 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 twenty-eight (28) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the JICA a notice giving full and detailed particulars of any claim for an extension of time in order that it may be investigated at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. On receipt of full and detailed particulars, the JICA's Representatives shall examine the facts and extent of the delay and shall extend the time for completing the Contract Work, when, in the JICA's opinion, the findings of fact justify an extension.

GC-17 CONTRACTOR'S RIGHT TO SUSPEND CONTRACT WORK OR TERMINATE CONTRACT

If the Contract Work should be completely stopped except due to normal seasonal rains, for a continuous period of more than ninety (90) calendar days, through no act or fault of the Contractor or of anyone employed by him or as a result of the occurrence of special risks as

provided for in Clause GC-08 Liability for Special Risks, then the Contractor, without prejudice to any other right or remedy, shall have the right to give the JICA fifteen (15) calendar days by written notice to stop the Contract Work or terminate this Contract and recover from the JICA payment for any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination and if the Contract Work is not resumed within fifteen (15) calendar days after receipt of such notice due to no fault of the Contractor, the Contractor may terminate the Contract.

GC-18 DISPUTE AND ARBITRATION

Any controversy or dispute arising out of or relating to this Contract which cannot be resolved by mutual agreement shall be decided by the JICA within fifteen (15) calendar days from receipt of a written notice from the Contractor, and who shall furnish the Contractor a written copy of his decision. Such decision shall be final and conclusive unless within thirty (30) calendar days from the date of receipt thereof, the Contractor shall deliver to the JICA a written notice that he disagrees with the decision and desires that the dispute be submitted to arbitration. Pending decision from arbitration the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the JICA.

When formal arbitration is requested, an Arbitration Board shall be formed in the following manner: The JICA and the Contractor shall each appoint a third member who shall act as chairman. If either of the parties, i.e., the JICA or the Contractor fails to appoint a member to this Arbitration Board within thirty (30) calendar days subsequent to the date on which the Contractor requested

arbitration, the appointment shall be made by the Judge of the court in Quezon City having jurisdiction. If the two first members of this board cannot agree upon a third member within fifteen (15) calendar days from the last date of their own appointment, the third member shall be appointed by the Judge of the court in Quezon City having jurisdiction. No one with a financial interest in the subject under arbitration will be permitted to serve on this board. This board may engage experts to act in an advisory capacity without vote on decisions. Minutes shall be kept of all meetings and shall be signed by all members of this Board. All decisions by this board shall require simple majority. All interested parties shall be informed of the decisions of this board in writing over the signature of the chairman. Expenses of this board shall be paid in accordance with the decision of the Arbitration Board. The decision of the Arbitration Board shall be binding on both parties.

The JICA and the Contractor shall have the right to institute suit against each other, as the case may be, in any court of competent jurisdiction, in the Philippines, to enforce any decision or award rendered in arbitration proceedings. The JICA shall have same right as above to enforce a ruling of the Representatives in the event said ruling is final and conclusive as above described.

GC-19

LANGUAGE AND UNIT SYSTEM OF WEIGHTS AND MEASURES

All drawings, designs, specifications, manuals, name plates, markings, operating instructions, estimates, statements, charts, schedules, reports, notices, documents and all written communications between the JICA or the Engineer and the Contractor, concerning this Contract, shall be in the English language and the metric system of weights and measures in principle may be used.

GC-20 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed or retained any person or selling agency to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees, or bonafide established selling or commercial agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the JICA shall have the right to terminate the Contract without liability, or in its discretion, to deduct from the value of the Contract, the full amount of such commission, percentage, brokerage, or contingent fees.

GC-21 WARRANTY AGAINST BENEFITS

The Contractor warrants that he has not given or promised to give any money or gift to any employee of the JICA, or any Philippine Government instrumentality to secure this Contract.

GC-22. PUBLIC OFFICIALS AND ENGINEERS NOT PERSONALLY LIABLE

There shall be no personal liability upon the JICA representatives, agents or employees or Engineers for any act performed in the discharge of any duty imposed, or the exercise of any power or authority conferred upon them by, or within the scope of the Contract, it being understood that in all matters they act solely as agents and representatives of the JICA.

GC-23. NO WAIVER OF LEGAL RIGHTS

The JICA shall not be precluded or estopped by any measurements, estimate or certificate made either before or after the completion and acceptance of Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the

Contractor, nor from showing that any such measurements, estimate or certificate is untrue or is incorrectly made; nor that the work or materials do not in fact conform with the Contract. The JICA shall not be precluded or estopped notwithstanding any such measurement, estimate or certificate and payment in accordance therewith from recovering from the Contractor or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the Acceptance by the JICA or by its representative, nor any extension of time, nor any possession taken by the JICA shall operate as a waiver of any portion of the Contract or any other power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be waiver of any other or subsequent breach.

GC-24 PUBLICATION AND PICTURES

Publicizing the works or any part thereof, without the prior written approval of the Administrator and JICA, in the form of announcements or publications, either verbal or in writing, or pictures, movies or in any other manner, is prohibited.

GC-25 ANTIQUES AND OBJECTS OF VALUE

All ruins, relics, coins and other artistic or antique objects of any nature and value discovered during the performance of the Contract Work belong to the Republic of the Philippines. The Contractor upon discovery of such objects, shall immediately inform the JICA and Project Manager and, pending such action on his part, shall take all indicated measures, including suspension of any affected part of the Contract Work, for preserving instant and guarding said objects. No rights whatsoever shall accrue to the Contractor and no compensation of any nature shall be due to him for the

discovery of said objects and all rights accruing under the law to the discoverer shall devolve exclusively to the National Irrigation Administration.

GC-26

PAYMENTS BY CONTRACTOR-UNPAID CLAIMS

The Contractor shall pay punctually the workmen employed on the Contract Work and the persons furnishing materials and services therefor, and deliver the Works free from all claims of any description, and, if required, he shall furnish the JICA with a statement sworn before an officer duly authorized to administer oaths that all persons who have done work or furnished materials or services under this Contract, and shall have filed any account of such claims with the JICA have been fully paid; and in case such evidence is not furnished as aforesaid, such amount as the JICA may consider necessary to meet the lawful claims of the persons aforesaid shall be deducted from the money due to Contractor, and shall not be allowed until the liabilities aforesaid shall have been fully discharged and the evidence thereof furnished the JICA or until their lack of equity has been established. If such written evidence is not furnished before the final payment under this Contract falls due, the JICA may pay such lawful claims in whole or in part to the person or persons, firms or corporations claiming the same, and charge the amount thus paid to the Contractor, who shall accept the same as payment from the amount due to this Contract.

GC-27

CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the JICA in writing of: (a) sub-surface or latent physical conditions at the Site differing materially from those indicated in this Contract, or (b) unknown physical conditions at the Site or of an unusual nature, differing materially from those

ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The JICA shall investigate the conditions, and if it finds that such conditions do so materially differ and provided that the Contractor has submitted a claim in accordance with the Clause GC-16 Claims for Extension of Time for Completion and Clause GC-29 Claims for Extra Work, then the JICA shall direct the Contractor to perform such Extra Work, as provided for in Clause GC-28 Extra Work, as may be necessary in the opinion of the JICA and he shall grant the Contractor such extension of time as may be justified.

GC-28

EXTRA WORK

The JICA may, at any time by written order and without notice to the Sureties, direct the Contractor to perform extra work if such Extra is within the general scope of this Contract. No Extra Work shall be undertaken unless in pursuance of such written order by the JICA, and no claim for payment shall be valid unless the Extra Work was so ordered. the Contractor shall promptly proceed with the Extra Work as directed by the JICA and the amounts to be paid the Contractor for any such Extra Work shall be determined subsequently by one or more of the following methods:

- (a) By applicable unit prices contained in the Contractor's Proposal for like work.
- (b) By a supplemental Bill of quantities and Schedule of proposed by the Contractor and approved by the JICA.
- (c) By a reasonable lump sum proposal from the Contractor acceptable to the JICA.

(d) By cost-plus-percentage basis. The Contractor shall be reimbursed for all actual necessary costs, as determined by the JICA; in doing the Extra Work which shall include the following:

1. his direct labor costs, exclusive of those included in (4) below.
2. all materials used on the Extra Work included in the Works.
3. all supplies, fuel, lubricants, power and other incidentals, and
4. an allowance for use of his Construction equipment as provided for in the Special Conditions, and

the Contractor shall receive an additional payment of fifteen percent (15%) of all such cost to cover his indirect overhead costs, plus five percent (5%) of all costs, including indirect overhead, as his profit.

If the parties are unable to agree on any of the methods for payment to the Contractor specified in sub-paragraphs (a), (b), and (c) then such Extra Work shall be done on a cost-plus-percentage basis as described in sub-paragraph (d) above.

The cost of the Extra Work done shall be submitted at intervals to be determined by the JICA in a satisfactory form and which shall be approved or adjusted at once by the JICA. Request for payment by the Contractor for any Extra Work shall be accompanied by a statement, with the above approved supporting forms, giving a detailed

accounting and record of the amount for which he claims payment. Said requests for payment shall be included with the Contractor's monthly statements for progress payments.

GC-29 CLAIMS FOR EXTRA WORK

If the Contractor claims that Construction Drawings or any instructions issued by the JICA during the term of the Contract involve extra cost or should other special circumstances of any kind whatsoever occur such as to fairly entitle the Contractor to extra cost under this Contract, the JICA shall determine the amount of such extra cost; Provided, that the JICA is not bound to take into account any claim for any extra cost unless Contractor has within twenty-eight (28) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the JICA a notice giving full and detailed particulars of any claim for extra cost in order that it may be investigated at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. On receipt of full and detailed particulars the Administrator shall examine the facts and shall grant the Contractor extra cost when, in the JICA's opinion, the findings of fact justify any extra cost.

GC-30 NIGHTS, SUNDAYS, HOLIDAYS AND OVERTIME

Work at night, on Sundays, on Holidays, as overtime shall be governed by the pertinent laws, regulations and acts and shall be the sole responsibility of the Contractor. All costs and expenses associated with work at night, on Sundays, on Holidays as overtime will be paid by the Contractor and will be included in the bid prices submitted by the Contractor for this Contract.

GC-31 NOTICE TO PROCEED

The JICA, after approval of the Contract, will issue to the Contractor a Notice to Proceed with the Contract Work within fifteen (15) calendar days from the date of Bid opening.

GC-32 CONSTRUCTION PROGRAM

Within seven (7) calendar days after date of receipt of Notice to Proceed, the Contractor shall furnish the JICA a complete construction program providing for the orderly performance of the Contract Work, showing in detail the proposed program shall be in such form and in such detail as to show properly the sequence of operations, the period of time required for completion of the Contract Work under each item or group of items in the Bill of Quantities. Such construction programs shall be up-dated and submitted at intervals of not more than two (2) months; however, the Contractor shall immediately advise the JICA of any proposed change in the construction program. Revised construction programs shall show construction operations for each item of the Contract Work from the starting date to the anticipated completion date, indicating the periods during which Contract Work was previously underway, as well as estimated future period of construction operations.

The Contractor will also submit a schedule of the Contract Work by the Critical Path Method (CPM), the Program Evaluation and Review Technique (PERT), or by a similar type of construction scheduling as a supplement to the program specified above.

The JICA may withhold approval of progress payment estimates in case the Contractor fails to submit the Construction Program or its revision within the time herein specified until such time they are submitted.

GC-33 STATISTICAL REPORTS

The Contractor shall within seven (7) calendar days after the end of each month furnish the JICA, without cost to the JICA in a form and number of copies to be determined by the Engineer, the following:

- (a) Physical Progress Reports for the month and estimated progress for the succeeding month.
- (b) Completion Schedules (target and actual) based on the approved Construction Program as provided for in Clause GC-32 Construction Program.
- (c) A Tabulation of Employees showing the supervisory staff and the numbers of the several classes of labor employed by the Contractor during the month.
- (d) A listing of equipment utilized for performance of the Contract Work during the month.

GC-34 CONSTRUCTION EQUIPMENT AND TOOLS

All construction equipment and tools to be used for the Contract Work shall be furnished by the Contractor. As specifically mentioned in Clause IB-09. Data to be Submitted with Proposal, the Contractor shall furnish the JICA a complete list of all brand new and good running condition construction equipment that he requires in connection with this Contract Work. The Contractor shall prepare subsequently a schedule of delivery for the said

equipment based on his construction schedule and operations program. No separate payment shall be made for the costs of construction equipment and tools and such cost shall be included in the bid prices for various items in the Bill of Quantities.

GC-35

RIGHT TO CHANGE

The JICA reserves the right to make changes in the work as are required for its proper completion, including, but not limited to: design modifications which increase or decrease the quantities of unit price items of the work. The JICA may also order the elimination of a portion of the work, even though required for proper completion if, due to the JICA's right-of-way acquisition difficulties, the Contractor would be unduly delayed in performing that portion of the work.

All quantities stated in the contract for unit price items of work are estimates only and actual measured quantities of such work will vary from such estimated quantities. Such variations are not changes within the scope and meaning of this Contract, and shall be adjusted for payment purposes in the monthly and final estimate of work.

The JICA may grant the Contractor extension of time for the completion of the work or extra work for delays due to the changes in the work and other specified causes, all to the extent provided for by Clause GC-15 Extension of time Due to Force Majeure and Clause GC-16 Claims for Extension of Time of Completion.

All orders for changes will be given in writing. An order which provide for an adjustment or an extension of time will be given only by change order.

GC-36

SUSPENSION OF THE WORK

By written order to the Contractor, the JICA may suspend the work wholly or in part, for such period as JICA may deem necessary, for any of the following reasons:

- (a) Failure of the Contractor to carry out orders given or to perform any provisions of the Contract Documents; or
- (b) The convenience and benefit of the JICA in which case the order will constitute an order for a change in the work pursuant to Clause GC-35, Right to Change.

The Contractor shall immediately comply with such written order, and shall resume the suspended work only upon the JICA's written order to do so.

A suspension ordered under (a) above shall not be cause for time extension or additional compensation.

A suspension ordered under (b) above will be considered a cause for time extension as provided for by Clause GC-16 Claims for Extension of Time for Completion, and adjustment in compensation to the same extent as other changes in the work.

GC-37

PERFORMANCE SECURITY

The Contractor shall, at the time of executing the Contract, provide performance security deposited with and made payable to the JICA in the amount equivalent to not less than twenty percent (20%) of the total contract amount in the form of surety bond, cash or bank guarantee or any combination thereof, issued by a bonding company acceptable to the JICA.

Failure to deposit a satisfactory performance security at the time of execution of the Contract or such extended time as may be allowed by the JICA shall be a breach of this Contract, and the JICA may, at its discretion, cancel the Contract and accept some other Bidders, or invites further bidding.

Should any Surety upon the bond furnished under this paragraph shall become unacceptable to the JICA, or, if any Surety shall fail to furnish reports as to its financial condition from time to time, as requested by the JICA, the Contractor shall promptly furnish such replacement security as may be required from time to time to protect the interest of the JICA; up to a sum equal to the amount of the original security.

The JICA may require additional performance security if the Contract is increased appreciably.

The cost of the Performance Bond which is acceptable to JICA is enclosed herewith.

GC-38

PAYMENT IF CONTRACT TERMINATED

If the Contract shall be terminated as provided for in Clause GC-17 Contractor's Right to Stop Contract Work or Terminate Contract, the Contractor shall be paid by the JICA for:

- (a) All work executed prior to the date of termination at the rates and prices provided in the Contract.

- (b) The amount paid, as verified by the JICA, for materials ordered for the Work which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials becoming the property of the JICA.
- (c) The amount actually incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure have not been covered by the payments in subparagraph (a) and (b) above.
- (d) The actual and reasonable cost of removal of the Contractor's Construction Plant and return thereof to the Contractor's place of registration.

Provided, that against any payments due from the JICA under this paragraph the JICA shall be entitled to be credited with any outstanding amount due from the Contractor for sums previously paid by the JICA to the Contractor in respect of the execution of the Contract Work.

GC-39

PREPARATORY WORK

The Contractor shall furnish labor, materials, supplies, equipment, and other facilities to install such Temporary Works and Construction Plant as described in Section 1 of the Technical Specifications.

Payment for furnishing all materials, equipment and labor for the preparation of the camp area and for constructing the Contractor's Temporary Works and Construction Plant will be made at the lump sum price stated in the Bill of Quantities. This price is fixed by the JICA and is not subject to change. Payment will be made on the basis of percentage of facilities installed as

estimated by the Contractor and approved by the JICA, except that twenty percent (20%) of the lump sum price will be paid on presentation of the Contractor's complete plans for the Temporary Works and Construction Plant. Not included in these items is the cost of operation and maintenance of the Contractor's Temporary Works and Construction Plant, which cost shall be included in the prices tendered in the various items of the Bill of Quantities.