

donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Agency's Representative and approved by the Head of the Procuring Agency. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Servicing Agency 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 Servicing Agency for extension of contract time and submitted to the Procuring Agency for consideration and the validity of the Performance Security shall be correspondingly extended.

**Clause 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.

**Clause 49: COMPLETION**

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

**Clause 50: TAKING OVER**

The Procuring Agency shall take over the Site and the Works within fourteen (14) working days from the date the Procuring Agency's Representative issues a certificate of Completion.

**Clause 51: OPERATING AND MAINTENANCE MANUALS**

51.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Servicing Agency shall supply them by the dates stated in the SCC.

51.2 If the Servicing Agency does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Agency's Representative's approval, the Procuring Agency's Representative shall withhold the amount stated in the SCC from payments due to the Servicing Agency.

Special Conditions of Contract (SCC):

1.17	The <b>Intended Completion Date</b> is set forth in the Project Agreement.
1.22	The <b>PROCURING AGENCY</b> is the <b>Philippine Guarantee Corporation (PhilGuarantee)</b>
1.23	The <b>PROCURING AGENCY's Representative</b> is <b>President and CEO, ALBERTO E. PASCUAL</b>
1.24	The <b>Site</b> is as specified in the Project Agreement.
1.28	The start date shall be the date of receipt of the Notice to Proceed.
1.31	The Works are as specified in the Project Agreements.  Different dates for sectional completion of Works are set forth in the Project Agreements.
2.3	Additional <b>documents</b> forming part of this Contract are:  (a) Construction Plans;  (b) Breakdown of Works (BOW) and the Corresponding Value of the Contract Amount (BOW & CVOTCA); and  (c) Approved Construction Schedules (PERT-CPM, Bar Chart/S-curve, cash flow schedule, PERT_CPM, Manpower and Equipment deployment schedule).  The PROCURING AGENCY shall give possession of all parts of the site to the SERVICING AGENCY on the date set forth in the Project Agreement.  The SERVICING AGENCY shall employ <b>Key Personnel</b> to carry out the supervision of the works as identified in the Project Agreement.
5.1	The PROCURING AGENCY shall give possession of all parts of the Site to the Contractor [insert date].
6.5	The Contractor shall employ the following <b>Key Personnel</b> :  [List key personnel by name and designation]  <b>NOTE: The names of the Key Personnel and their designation shall be filled out by Servicing Agency prior to contract signing.</b>
7.1	In consideration of the Servicing Agency being a Government Owned and Controlled Corporation, Performance Security shall be waived.
7.4 (C)	No further instructions.
7.7	No further instructions.
8.0	Sub-Contracting shall not be allowed. However, the servicing agency may



	implement the infrastructure project in-house, by job-order, or through the pakyaw contracting system.
9.2	Any overpayment of liquidated damages shall not incur any interest. The site investigation reports, if any, are specified in the Project Agreements.
11.1	The PROCURING AGENCY commits to assist the SERVICING AGENCY in applying for permits, licenses or approvals which are required for the Works.
12.3	No Further Instructions
12.5	<p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</p> <p>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</p>
12.6	Warranty security which shall answer for structural defects and / or failure of the completed project during the applicable warranty period shall be waived.
15.1	The SERVICING AGENCY shall, under its name and its own expense, obtain and maintain, for the duration of this Contract a Contractors All Risk Insurance (CARI).
18.2	<p>The PROCURING AGENCY or the SERVICING AGENCY may terminate this Contract only if the other party causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <p>“The SERVICING AGENCY stops work for fourteen (14) calendar days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the PROCURING AGENCY’S Representative”.</p>
18.3 d	A payment certified by the procuring agency’s Representative is not paid by the Procuring Agency to the Servicing Agency within forty five (45) working days from the date of the Procuring Agency Representative’s certificate.
21.3	Disputes arising from this Agreement, where mutual consultation and amicable settlement is no longer tenable, shall be referred to the Construction Industry Arbitration Commission (CIAC). The Arbitrator shall




	be that designated by the Construction Industry Arbitration Commission (CIAC).
30.1	The SERVICING AGENCY shall warn the PROCURING AGENCY'S Representative, at the earliest opportunity via any form of communication possible, of specific likely future events or circumstances that may adversely affect the execution of Works.
31.1	The SERVICING AGENCY shall submit the Program of Work to the PROCURING AGENCY's Representative within seven (7) calendar days of delivery of the Notice of Award.
31.2	Work updates shall be specified in the Project Agreement.  No amount shall be withheld for late submission of an updates Program of Work.
34.3	Not Applicable
40.1	The SERVICING AGENCY shall submit a monthly request for payment for Work accomplished as reflected in the Project Inspection and Updated Report (PIUR) prepared by the Servicing Agency's project engineer. Such monthly request for payment shall be verified and certified by the PROCURING AGENCY's Representative.
40.3	The PROCURING AGENCY shall pay an interest of 6% per annum for billings not paid by the PROCURING AGENCY within the forty five (45) working days, reckoned after fourteen (14) working days from receipt of billing statement.
42.1	Progress payments shall be subject to retention of 10% referred to as "retention money", with reference to the provision of Annex E Section 6 of the 2016 Revised IRR R.A. 9184.
42.3	Guaranty bond required prior to the release of retention money shall be waived.
51.1	No operating and maintenance manuals are required. The "as built" drawings are required to be submitted as specified in the Project Agreement.  The final payment for the contract shall be withheld if the SERVICING AGENCY does not supply the Drawings or they do not receive the PROCURING AGENCY's Representative approval.

IN WITNESS WHEREOF, the parties have unto affixed their signatures on the \_\_\_\_ day of, \_\_ 2021, in the City of Manila, Philippines.

**PHILIPPINE  
CORPORATION:**  
TIN: 000-597-323

By:



**ALBERTO E. PASCUAL**  
President and CEO  
TIN: 110-112-279

**GUARANTEE**

**LBP RESOURCES AND DEVELOPMENT  
CORPORATION:**

TIN: 000-129-546

By:



**VIRGIL G. NERY**  
President and CEO  
TIN: 109-969-982




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SIGNED IN THE PRESENCE OF:

  
**IAN A. BRIONES**  
Senior Vice President  
Corporate Services Group

  
**JOEY R. ATIENZA**  
Deputy CMD Head

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  
CITY OF **MAKATI CITY** S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, at the time and place above stated, personally appeared the following:

Name	ID No.	Issued by
<b>ALBERTO E. PASCUAL</b>	DL No. NO6-73-009938 valid until 9/17/2023	Quezon City
<b>VIRGIL G. NERY</b>	DL No. 601-94-179069 valid until 10/14/2021	Quezon City

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed of the corporation/s herein presented.

The above instrument refers to a Memorandum of Agreement, and consist of thirty five (35) pages including this page where the acknowledgment is written, duly signed by the parties and their instrumental witnesses on each and every page thereof,

WITNESSETH MY HAND AND NOTARIAL SEAL this **08 APR 2021** day of **APRIL**, 2021 at the City of Manila, Philippines.

**MA: VICTORIA B. MARCELLANA**  
Roll No. 40182  
NOTARY PUBLIC  
Notary Public for Makati City  
Appointment No. 16-788(2020-2021)  
Jade Bldg. 335 San. L. Highway Ave., Makati City  
IBP OR No. 148043, 1/1/21, Albay Chapter  
PTR No. 8530420, 1/4/21, Makati City  
MCLE Compliance No. VII-0000279, 4/14/25

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