



REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
NATIONAL IRRIGATION ADMINISTRATION
REGIONAL OFFICE NO. VII (CENTRAL VISAYAS)

EARLY PROCUREMENT ACTIVITY FOR

CALANGO SRIS
(Desilting of Reservoir Area),
Zamboanguita, Negros Oriental

NOSO-LMC-RRENIS-01-2025

13 November 2024

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Invitation to Bid

CALANGO SRIS (DESILTING OF RESERVOIR AREA), ZAMBOANGUITA, NEGROS ORIENTAL

1. National Irrigation Administration - Regional Office 7 (NIA-RO7), through the **National Expenditure Program (NEP)** for Fiscal Year (FY) 2025 intends to apply the sum of **Thirty Million, Four Hundred Eighty-Five Thousand, Three Hundred Seventy-Three and 0/100 Pesos (Php 30,485,373.00)** being the Approved Budget for the Contract (ABC) to payment under contract for **Calango SRIS (Desilting of Reservoir Area), Zamboanguita, Negros Oriental** with Contract No. **NOSO-LMC-RRENIS-01-2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NIA-RO7 now invites bids for the above Procurement Project. Completion of the Works is required **Two Hundred Ninety-Five (295) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from NIA-RO7 / Negros Oriental Satellite Office and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM except during declared (special & regular) holidays and weekends.
5. A complete set of Bidding Documents may be acquired by interested Bidders who were able to log-in in the Philippine Government Electronic Procurement System (PhilGEPS) wherein the name of the company will be reflected in the Documents Request List of the Bid Notice Abstract of the Procuring Entity, from **November 13, 2024, 8:00 AM to December 5, 2024, 1:30 PM** during office hour from the given address and website(s) below & upon presentation of the payment from NIA-Negros Oriental Satellite Office Cashier of non-refundable fee of **Five Thousand Pesos (Php 25,000.00)** only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

Interested Bidders’ representatives must also present a letter duly signed by the General Manager/Owner, if a Sole Proprietorship, or authorized Signatory if a Corporation, authorizing him/her to acquire the Bidding Documents.

6. The NIA-RO7 will hold a Pre-Bid Conference on **November 21, 2024, 2:00 PM** at **NIA Negros Oriental Satellite Office, Poblacion, Sibulan, Negros Oriental** and/or

through videoconferencing/webcasting via Google Meet, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **December 5, 2024, 2:00 PM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **December 5, 2024, 2:00 PM** at **NIA Negros Oriental Satellite Office, Poblacion, Sibulan, Negros Oriental** and/or through video conferencing/webcasting Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The NIA-RO7 reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

NIA-Negros Oriental Satellite Office
c/o The BAC Secretariat
Osmeña St., Poblacion, Sibulan
Negros Oriental
Telephone No. (035) 419-9590
Email Address: nianegrosoriental@gmail.com
12. You may visit the website (region7.nia.gov.ph and PhilGEPS) for downloading of Bidding Documents.

November 13, 2024

SGD: **ENGR. NELSON L. DOLIENTE**
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Irrigation Administration - Regional Office 7 (NIA-RO7)* invites Bids for the **Calango SRIS (Desilting of Reservoir Area), Zamboanguita, Negros Oriental**, with Project Identification Number **NOSO-LMC-RRENIS-01-2025**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2025 in the amount of Php 30,485,373.00.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the 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 and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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 ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. 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 Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which 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. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A 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, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. *Payment of the contract price shall be made in:*

a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid for a period of 120 calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** 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 Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Desilting of Reservoir Area</i>																								
7.1	<i>Sub-contracting is not allowed</i>																								
10.3	<i>None</i>																								
10.4	<div>The key personnel must meet the required minimum years of experience set below:</div> <table><thead><tr><th><u>Key Personnel</u></th><th><u>Relevant Experience</u></th></tr></thead><tbody><tr><td>1 – Project Manager</td><td>– Preferably Technical individual with at least three (3) years’ experience as Project Manager;</td></tr><tr><td>1 – Project Engineer</td><td>– A licensed Civil Engineer with at least two (2) years’ experience as Project Engineer in similar works;</td></tr><tr><td>1 – Safety/Health Officer</td><td>– With Training Certificate and with at least two (2) years’ experience as Safety Officer.</td></tr><tr><td>1 – Foreman</td><td>– with at least two (2) years’ experience as Foreman for Earthworks, concreting and/or other related works;</td></tr></tbody></table>	<u>Key Personnel</u>	<u>Relevant Experience</u>	1 – Project Manager	– Preferably Technical individual with at least three (3) years’ experience as Project Manager;	1 – Project Engineer	– A licensed Civil Engineer with at least two (2) years’ experience as Project Engineer in similar works;	1 – Safety/Health Officer	– With Training Certificate and with at least two (2) years’ experience as Safety Officer.	1 – Foreman	– with at least two (2) years’ experience as Foreman for Earthworks, concreting and/or other related works;														
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10.5	<div>The minimum major equipment requirements are the following:</div> <table><thead><tr><th></th><th>Equipment</th><th>Capacity</th><th>Number of Units</th></tr></thead><tbody><tr><td>1.</td><td>Dumptruck</td><td>20 cu.m.</td><td>4</td></tr><tr><td>2.</td><td>Backhoe (long arm)</td><td></td><td>1</td></tr><tr><td>3.</td><td>Backhoe</td><td>1 cu.m.</td><td>2</td></tr><tr><td>4.</td><td>Loader</td><td>2 cu.m.</td><td>1</td></tr><tr><td>5.</td><td>Water Pump</td><td>6" dia.</td><td>2</td></tr></tbody></table>		Equipment	Capacity	Number of Units	1.	Dumptruck	20 cu.m.	4	2.	Backhoe (long arm)		1	3.	Backhoe	1 cu.m.	2	4.	Loader	2 cu.m.	1	5.	Water Pump	6" dia.	2
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5.	Water Pump	6" dia.	2																						
12	<i>None</i>																								
15.1	<div>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</div> <div>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</div>																								

	b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.2	Partial bids are not allowed.
20	<i>None</i>
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to 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.

3.2 If possession of a portion is not given by the above date, 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 may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, 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.

5. Performance Security

- 5.1. 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 successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 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.

6. 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.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, 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.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. 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.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated 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 corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, 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.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the SCC.

11.2. 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.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

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, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests 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.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the SCC.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Mobilization of Equipment - within 7 calendar days after receipt of Notice to Proceed
4.1	As per construction program submitted
6	The site investigation reports are: none
7.2	<i>[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:]</i> Five (5) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 7 days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is none.
13	The amount of the advance payment is 15% of the Contract Price with the following requirements as per MC No. 73, S. 2024: 1. Full 15% Advance Payment shall be made directly, in lieu of the option for the two (2) installments; and 2. The mobilization of equipment and /or key personnel as a requirement for the release of the of the 15% Advance payment shall be excluded since these are integral parts of the Implementing Program to be submitted.
14	<i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which operating and maintenance manuals are required is <i>(None)</i> The date by which "as built" drawings are required is upon submission Final Billing.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is not required.

Section VI. Specifications

TEMPORARY WORKS, CONSTRUCTIONS, MOBILIZATION OF CONSTRUCTION EQUIPMENT AND DEMOBILIZATION WORK

101 SCOPE

(a) Temporary Works

The Contractor shall furnish all materials, labor, equipment, tools and install such temporary works as are necessary for the successful completion of the Contract Work. The Contractor shall negotiate the site for his construction camp, office and work areas.

These temporary works and construction plant shall include but will not be limited to the following:

1) Construction camp for housing, feeding and accommodating of all the Contractor's employees. The Contractor shall also, within close proximity of his camp, provide an office and sleeping quarter for NIA employees, complete with facilities (specified in item 2 below) and shall have a minimum floor area of 17.28 (3.6 x 4.8) square meters.

2) Facilities such as potable water, drainage, lighting, sewage, disposal, sanitation, first aid and fire protection facilities.

3) Workshops, warehouses, site offices, stockpile areas, storage areas for materials, equipment, spare parts, fuel and oil.

4) All other temporary facilities not specifically listed but nevertheless required for the proper functioning of the camp set-up and construction activities.

Temporary works shall conform to all government standards and codes and shall meet the sanitary requirements of the Department of Health.

Contractor shall submit to the Deputy Administrator for Engineering and Operations for approval layout drawings, program of erection and specifications for the Temporary Works within 30 calendar days following the date of receipt of the Notice to Proceed. No construction or erection of Temporary Works shall be started without the approved layout drawings, program of erections & specifications.

(b) Mobilization of Equipment

The Contractor shall mobilize and move into the Project Temp. Works, Const. Plant, Mob. of Const. Equip. and Demobilization Work Site within 20 calendar days after receipt of Notice to Proceed the required initial equipment requirement as listed in Section V-A, Local Conditions and Supplemental Information, of the Bid Documents.

Notwithstanding the mobilization of the initial equipment requirements, the Contractor shall mobilize to the Site the additional equipment requirement within 20 calendar days upon receipt of the approved Equipment Moving-in and Utilization Schedule.

If for the reasons or causes other than "major calamities", the Contractor fails to mobilize fully the initial equipment required within said period, and all other equipment listed in his approved Equipment Moving-in and Utilization Schedule, at the discretion of the Administrator, he may be given an extension of time to mobilize them fully but in no case shall it exceed 30 calendar days. Failure to fully mobilize the required construction equipment within said period will be a ground for contract rescission. During said extension period liquidated damages equivalent to the daily operated ACEL rental rate of eight hours of the undelivered equipment per day of delay shall be imposed and collectible from any subsequent payment due the Contractor. If delays are caused by "major calamities", the corresponding number of calendar days caused by such calamities will not be counted. Delays shall be reckoned starting at 12:00 o'clock noon of the succeeding day after the date scheduled for the mobilization of the programmed equipment. The Engineer shall certify to the date of actual mobilization of the programmed equipment to the site.

The Engineer shall check and verify the number, type and actual condition of the equipment moved into the Project Site. The NIA reserves the right to order the removal of such equipment that are not in good working condition from the Project Site at the Contractor's expense and said equipment are not to be counted for as mobilized.

Construction equipment once moved into the Project Site, checked and accounted for by the Engineer shall not be permitted, prior to the completion of the Contract Work, to be moved out or transferred by the Contractor to another Project Site without the written approval of the Engineer.

Periodic check-up of the Contractor's equipment moved-in for the Contract Work shall be conducted by NIA. The Contractor will pay to NIA the amount equivalent to the ACEL Rental Rate of any equipment not accounted for during said check-up for the number of calendar days the equipment have been removed (without the written consent of the Engineer) from the Project Site until said equipment have been returned. Such cases are grounds for disapproval of claims by the Contractor for time extensions.

(c) Demobilization

Demobilization shall include dismantling and removal from the site of Contractor's Construction Plant, materials and equipment and all Temporary Facilities with the exception of some facilities which NIA shall consider to remain and which shall be handed over to NIA at the time of demobilization in a fully operational condition. Demobilization shall also include clean-up of the site after completion of the Contract Work as approved and accepted by NIA and transportation of Contractor's employees from the site.

102 BASIS OF PAYMENT

Payment for furnishing of all materials, equipment and labor for the temporary works, mobilization of construction equipment including demobilization work, shall be made at the fixed lump sum price or lump sum bid price whichever is stated in the Bill of Quantities which shall not be subject to price escalation and adjustment, in accordance with the following:

1. Twenty percent (20%) of the lump sum price will be paid upon complete mobilization of the initial equipment requirement and submission of certificate of joint inspection conducted by Central Office and Field Office personnel.
2. Ten percent (10%) of the lump sum price will be paid upon submittal and approval by the NIA of the Contractor's plan for the temporary works including list of equipment requirement based on his work schedule as approved by NIA.
3. Twenty percent (20%) of the lump sum price will be paid upon completion of the Contractor's temporary Works.
4. Thirty percent (30%) of the lump sum price will be paid upon completion of moving-in of all the construction equipment approved under Equipment Moving-in and Utilization Schedule, duly certified by the Engineer, Project Auditor or their duly authorized representatives. Partial payment of this 30% may be given on a pro-rata basis after fifty percent (50%) of the approved equipment has been moved-in to the Project Site.
5. The remaining twenty percent (20%) of the lump sum price will be paid to the Contractor upon final acceptance of the Contract Work.

DIVERSION AND CARE OF RIVER DURING CONSTRUCTION AND UNWATERING FOUNDATION

301 GENERAL

The Contractor shall be fully responsible for the successful diversion and care of the river and dewatering of all excavations, foundations and elsewhere as required to undertake construction works in the dry.

The Contractor shall construct and maintain all necessary cofferdams, channels, flumes, drains and sumps and/or temporary diversion and protective works during construction operations. The Contractor shall furnish, install, maintain and operate all necessary pumping and other equipment for the diversion and care of river and the removal of water from excavations, foundations and the various parts of the works as required for construction. After having served their purpose, all cofferdams or other protective works, unless otherwise directed by the Engineer, shall be removed or leveled to give a slightly appearance and so as not to interfere in any way with the operation of the Project.

If materials removed from "structure excavation" are used by the Contractor for the construction of cofferdams and other temporary protective works and are washed out and carried away by floods, or rendered unsuitable for "structure backfill" by virtue of such use by the Contractor, these materials shall be replaced by the Contractor at his own expenditures.

302 METHOD OF CONSTRUCTION

a) Diversion and Care of River

The Contractor shall submit to NIA for approval any amendment to his proposed schemes for handling the river during construction within 30 calendar days after the date of receipt of the Notice to Proceed.

The arrangement of the cofferdams and the materials used for their construction, the height of these structures, and the decision for scheduling diversion and care of the river shall be the responsibility of the Contractor. However, the location of the cofferdams, the materials used in these structures and the procedure of placing and compacting the fill materials shall be subject to the approval of the NIA. If steel sheet piles are necessary in the construction of the cofferdams, same shall be furnished and installed or driven by the Contractor and all expenses incurred thereof shall be considered included in the fixed lump sum price or lump sum bid price whichever is stated in the Bill of Quantities for the Diversion & Care of River during construction and unwatering foundation.

The Contractor's method of dewatering excavations and foundations shall be subject to the approval of the NIA. Where foundation excavation extend below the water table in common materials, the portion below the water table shall be dewatered in advance of excavation. The dewatering shall be accomplished in a manner that will maintain stability of the excavated slopes and bottom of the excavation and will result in all construction operations being performed in the dry. The Contractor will also be required to control seepage along the bottom of the excavation.

303 BASIS OF PAYMENT

The cost of furnishing all labor, equipment and materials for construction of cofferdams, dikes, channels, flumes, sumps and other diversion and protective works, where required; maintaining the work free from water as required or removal of water from excavations and foundations; disposing of materials in cofferdams; and all other works required by this Section shall be included in the fixed lump sum price or lump sum bid price whichever is stated in the Bill of Quantities for the Diversion and Care of River during Construction and Unwatering Foundation. These items of work are not subject to price adjustment due to variation in quantities.

In order to have a working basis for making progress payments, the Contractor shall submit a detailed drawings of their proposed cofferdams covering several stages corresponding to the number of dry season period to enable computation of cofferdam fill volume. Payment for the construction of cofferdams for a certain stage can be made to the Contractor on a pro-rata basis using the cofferdam fill volume for that particular stage as proportioned against the total cofferdam fill volume for all stages and shall further be made on the following basis:

1. Fifty percent (50%) of the corresponding lump sum price will be paid after completion of the cofferdamming work.
2. Thirty percent (30%) of the corresponding lump sum price will be paid for maintenance after all works within the said enclosing cofferdam have been satisfactorily completed.
3. The remaining twenty percent (20%) of the corresponding lump sum price will be paid after the removal of all cofferdams and/or temporary diversion and protection works and corresponding clean-up operations shall have been satisfactorily undertaken by the Contractor.

All dewatering in excavations and foundations for structures along canals other than bridges and siphons which may pass across rivers are considered subsidiary works for the construction of said canal structures and will not be included for payment under this Section. The cost of such work shall be considered included under Section VI, Structure Excavation, in the Bill of Quantities.

DESILTING

601 SCOPE

Desilting involves the removal of silt, sand, clay, and other sediments that accumulate over time, reducing the reservoir's water-holding capacity. It includes the removal of all materials within the structure lines including necessary dewatering operations not otherwise specified. It shall also include additional excavations within the vicinity of the structure in order to shape the ground as shown on the Drawings or as directed by the Engineer.

602 CLASSIFICATION

Desilting shall be classified in accordance with paragraph 402.

603 CONSTRUCTION REQUIREMENTS

All excavation requirements described in paragraph 403 are applicable under this Section.

604 METHOD OF CONSTRUCTION

All structures, where practicable shall be constructed in open excavation. The method of construction or excavations shall be in accordance with the applicable provisions of paragraph 404 and the following requirements.

On excavation of common materials the foundation bed upon which structures are to be placed shall be finished accurately to the established lines and grades after a thorough compaction and trimming of the foundation with the use of suitable tools and equipment. As soon as the foundation excavations have been trimmed to their final level, it should be protected from degradation by weathering. Should the foundation material soften through exposure then the soft material shall be removed and replaced at the Contractor's expense. If at any point, material is excavated beyond the lines and grades of any part of the structure, the over-excavation shall be filled with selected materials approved by the Engineer and shall be placed in layers of not more than 20 centimeters thick, moistened and thoroughly compacted by special roller, mechanical tampers or by other approved methods. A density not less than 90% of the maximum dry density determined by ASTM test D-698 is required. The cost of filling over-excavation ordered by the Engineer shall be borne by the Contractor.

On excavation of rock materials, the bottom and side surfaces of excavated rock excavation upon or against which concrete and weep holes are to be placed shall conform to the required grades and dimensions as shown on the drawings or as established by the Engineer. If at any point, materials are excavated beyond the required limits, the over-excavation shall be filled with concrete at the expense of the Contractor including the cost of all materials required.

When concrete is to be placed upon or against rock, the excavation shall be of sufficient depth to provide for the minimum thickness of concrete at all points and any deviation from the required minimum thickness of concrete shall be avoided as much as possible. The surface on which concrete will be laid shall be trimmed and thoroughly cleaned as directed by the Engineer.

When excavation of rock materials reaches the surface upon or against which concrete is to be placed, blasting shall be stopped and the remaining mass of rock shall be carefully removed by means of jack-hammer or any appropriate hand tool. The point beyond which blasting will not be allowed shall be determined by the Engineer. All damages to the rock foundation caused by improper blasting operation shall be repaired by the Contractor at his own expense in a manner acceptable to the Engineer.

605 METHOD OF MEASUREMENT

Desilting shall be measured by the cubic meter in its original position before being desilted in accordance with the Drawings, or as may be ordered by the Engineer. No excavation beyond the paylines shown on the Drawings will be measured for payment. The volume measured shall not include water and other liquids removable by pumping. Such materials as mud, muck, quagmire and other similar semi-solids not removable by ordinary pumping shall be considered pay quantities and shall be measured and paid for as "Desilting".

606 BASIS OF PAYMENT

The volume measured as provided above will be paid per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, equipment, tools and incidentals and subsidiary works necessary to complete the work described under this Section.

For diversion works, the cost of dewatering operation unless otherwise specified in the Bill of Quantities shall be paid under a separate item in the Bill of Quantities.

The Contractor shall be paid sixty percent (60%) of the pay quantities of the actual excavation acceptably accomplished in accordance with the paylines as shown on the Drawings or as directed by the Engineer. The remaining forty percent (40%) will be paid upon pouring of concrete for the foundation or upon placing of riprap, gravel blanket or grouted riprap in accordance with the Drawings and Specifications.

OVERHAUL

901 SCOPE

Overhaul shall include the hauling of materials excavated from Canal Excavation or Structure Excavation and to be disposed either for roadway embankment, normal embankment, freeboard embankment, fill, structure backfill, or for disposal to waste disposal areas suggested by NIA or at the Contractor's choice including acquisition of right-of ways thereto.

902 DISPOSAL OF EXCAVATED MATERIALS

a. General

NIA shall determine the suitability of all excavated materials in the various portions of the work in accordance with the provisions specified herein.

b. Compacted Embankment

Materials from excavation which are suitable for compacted embankment (such as canal embankments, roadway embankments, protection dikes, etc.) shall be dense and homogeneous when compacted. The materials shall be free from all organic materials and of all materials larger than 12 centimeters in maximum dimension.

Materials suitable for the construction of compacted embankment shall be those solid having a classification as determined by the Engineer in the following order of preference: GC (Clayey Gravel), SC (Clayey Sand), CL (Inorganic Clay), SM (Silty Sand) or ML (Inorganic Silt).

All materials from excavation suitable for compacted embankment formation within the free haul distance must be used for embankment.

c) Compacted Backfill

Materials from excavation which are suitable for compacted backfill shall be the same as those which are suitable for compacted embankment, except that it shall be free of all materials larger than 7.5 centimeters in maximum dimension and that compacted backfill behind bridge abutments and retaining walls shall conform to the materials specified in the Drawings.

d) Free Board Embankment

All excavated materials that are free of oversized material and of organic matter as determined by the Engineer may be utilized for the construction of free board embankment.

e) Waste Materials

Waste materials consisting of all excess excavated suitable materials and objectionable materials for canal embankment and compacted backfill shall be placed in waste disposal areas outside the NIA right-of-way chosen by the Contractor, levelled and sloped to drain as directed.

903 METHOD OF MEASUREMENT

Overhaul of waste materials will be measured by the cubic meter. The volume of waste materials to be measured for payment shall be computed based on the Net End Area versus Stationing Diagram and Mass diagram for each Lateral or canal which shall be submitted by the Contractor to the Administrator for approval.

Overhaul for canal embankment is a subsidiary work under Embankment Construction and Compaction (ECC) hence, it will not be measured for payment, as the cost is already considered included in the contract unit price of ECC.

904 BASIS OF PAYMENT

Payment for Overhaul for Waste Materials shall be per cubic-meter, which price and payment shall constitute full compensation for furnishing all labor, supplies, tools, equipment and all incidentals necessary for the successful completion of the work including acquisition of right-of-way and access thereto for disposal areas chosen by the Contractor. Payment for overhaul for waste materials shall only be made when said Net End Area versus Stationing Diagram and Mass Diagram, where the volume measured for payment are based, has been approved by the Administrator.

If during the implementation of the project, there are changes in disposal area(s)/distance(s) other than those suggested by NIA, the contract unit price of any item of work affected shall be reviewed by NIA to determine the reasonable price adjustment. The price adjustment, either additive or deductive shall be subject to approval by the Administrator.

The approved contract unit price resulting from the said price adjustment shall be used in computing the amount to be paid to the Contractor.

For billing purposes, the Contractor shall submit to NIA a written certificate duly certified correct by the Engineer the actual disposal area(s) with corresponding hauling distance(s) as a requisite for payment.

CONSTRUCTION SAFETY AND HEALTH

A. BASIC PPE'S FOR WORKERS:

- A.1. Helmet/Safety Hardhat
- A.2. Safety Shoes/Rubber Boots
- A.3. Protection/Working Gloves
- A.4. Raincoats

B. FIRST AID/EMERGENCY RESPONSE

- B.1. Safety Kit
- B.2. Fire Extinguisher
- B.3. Safety Signages at Construction Site

METHOD OF MEASUREMENT

The number or quantity of basic PPEs for workers and first aid/emergency response shall depend upon the quantity indicated in the approved Construction Safety and Health Program of the Contractor.

BASIS OF PAYMENT

Upon delivery of all basic PPEs for workers and first aid/emergency response indicated in the approved Construction Safety and Health Program of the Contractor, the said item can be declared 100% complete

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Section VII. Drawings

Section VIII. Bill of Quantities

BILL OF QUANTITIES

Project Title: Calango SRIS

Contract No: NOSO-LMC-RRENIS-01-2025

Description of Contract: Desilting of Reservoir Area

Location: Zamboanguita, Negros Oriental

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
I	Mobilization and Demobilization, Temporary Facilities, Construction of Project Billboard		
1	Mobilization and Demobilization	1.00	l.s.
2	Construction of Workers' Shed/Bodega (3.6 x 4.8 m)	1.00	l.s.
3	Construction of Project Billboard	2.00	unit
II	Reservoir Works		
1	Cofferdamming	3,000.00	cu.m.
2	Desilting (mech.)	189,660.00	cu.m.
3	Desilting with dewatering (mech.)	6,000.00	cu.m.
4	Overhaul/Disposal of waste materials (mech.)	195,660.00	cu.m.
III	Health and Safety		
	1. Provision for Health and Safety	1.00	lot
	TOTAL BID AMOUNT		

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder 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**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key 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;
 - ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (j) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- ☐ (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (m) Cash Flow by Quarter.

Section IX LOCAL CONDITION

LC-01 PROJECT LOCATION

Calango SRIS is located in Zamboanguita, Negros Oriental. The Project is approximately 39 kilometers from Dumaguete City.

LC-02 ACCESS TO THE SITE

The contract work is located at Zamboanguita, Negros Oriental. It is accessible by land through concrete/bituminous roads and highways, as well as air and water transportation through airport and seaport of Dumaguete City. During dry season, access roads to the project site are passable, as well as during rainy season. Passing through different service roads by fairly to well graveled road which may deteriorate if used during rainy days. Maintenance and repair of these service roads by the contractor is necessary if so used by them. The cost of maintenance and repair shall be included in the unit bid price of the contractor.

LC-03 FUEL AND POWER SUPPLIES

The major fuel station outlets such as Petron, Caltex and Shell are found in the nearest city of the project and other surrounding municipalities.

The main source of energy is supplied by the Negros Oriental Electric Cooperative II (NORECO II) and locally distributed to the consumers and is presently available at the above stated address of the project site.

LC-04 CLIMATE AND HYDROLOGY

Using the Corona Climate classification System, Negros Oriental falls within the Type III classification, which is characterized by seasons not very pronounced relatively dry from November to April.

Rainfall summarized in the following table, but NIA will assume no responsibility whatsoever for the accuracy of these data. Any risk arising from the interpretation of such data is to be entirely borne by the Contractor.

CLIMATE

Month	Rainfall in Dumaguete PAGASA Station/1 (mm)	Rainy Days Dumaguete PAG ASA Station/2
Jan.	23.7	11
Feb.	63.7	14
March	5.1	7
April	0	0
May	27.4	5
June	135.7	15
July	207.7	23
Aug.	146.2	15
Sept.	161.6	13
Oct.	160.5	17
Nov.	4.2	1
Total	935.8	121

/1: Dumaguete PAGASA Station is the rainfall station close to the project area.

/2: Daily rainfall less than 5 mm is deemed zero and not counted as rainy day.

LC-05 BANKING FACILITIES

Most rural banks are available at nearby of the project area while major banking facilities are found in Dumaguete City like; Development Bank of the Philippines, Land Bank of the Philippines, Philippine National Bank and other private banks.

LC-06 COMMUNITY AND FIRST AID FACILITIES

The Contractor is advised that the NIA will take no direct part in providing community facilities such as churches, shops, community center and recreation facilities for Contractor's employees. The Contractor shall make his own arrangements for such as he considers being necessary for the approval of the NIA and shall meet all codes or regulations in effect. It shall be the responsibility of the Contractor to furnish and operate first aid for his personnel. Such facilities may be integrated with the NIA facilities, if any, upon mutual agreement.

LC-07 CONTRACTOR'S WORKING AREA AND SITE OFFICE

The Contractor shall, at his own expense, be responsible for housing, feeding and accommodation of all his employees for the execution of the Contract Work. Construction equipment, materials, tools, supplies, and other incidentals, and all cost incurred for the protection and safety shall be borne by him.

LC-08 WATER SUPPLY

The Contractor shall, at his own expense, be responsible for the provision or installation, operation and maintenance of a safe, adequate and temporary supply of drinking and domestic water, and the adequate water supply for his construction purposes.

LC-09 RIGHT OF WAY

The NIA will provide all right of way, free of charge to the contractor, which, in the opinion of the Regional Manager, necessary for carrying out the contract work.

LC-10 SITE INVESTIGATION

It is the responsibility of the Contractor to visit the work site to make their own investigation to satisfy themselves as to the existing conditions affecting the work to be done under these Specifications.

The Contractor shall assume all responsibilities for deduction and conclusions that he may obtain or arrive at from the site inspection.

INFORMATION AND DATA REFERRED TO IN THESE BID DOCUMENTS

PROJECT: Calango SRIS (Desilting of Reservoir Area), Zamboanguita, Negros Oriental

1. Site Visit and Inspection

Register at NIA-Negros Oriental Satellite Office, Osmeña St., Poblacion, Sibulan, Negros Or.

2. Wet Season Period, Article LC-04
3. Contract Duration - 295 calendar days
4. List of Officers/Offices to be furnished correspondence from the Contractor

The Regional Manager
NIA Regional Office 7
Dao District, Tagbilaran City

5. Minimum Equipment Requirement for the Contract:

Equipment	Capacity	Number of Units
1. Dumptruck	20 cu.m.	4
2. Backhoe (long arm)		1
3. Backhoe	1 cu.m.	2
4. Loader	2 cu.m.	1
5. Water Pump	6" dia.	2

6. List of Initial Equipment required to be mobilized within ten (7) calendar days after receipt of Notice to Proceed

Equipment	Capacity	Number of Units
1. Dumptruck	20 cu.m.	4
2. Backhoe (long arm)		1
3. Backhoe	1 cu.m.	2
4. Loader	2 cu.m.	1
5. Water Pump	6" dia.	2

Section X. BIDDING FORMS

**STATEMENT OF THE BIDDERS OF ALL ITS ONGOING GOVERNMENT & PRIVATE
CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name : _____

Business Address : _____

NAME OF CONTRACT	CONTRACT DATE	CONTRACT PERIOD	CONTRACT AMOUNT	Amount or Value of Outstanding Works or Unperformed Portion
<u>Government</u>				
<u>Private</u>				

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

National Irrigation Administration
Region 7

**STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACTS (SLCC) SIMILAR TO
THE CONTRACT TO BE BID**

Business Name : _____

Business Address : _____

NAME OF COMPLETED CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTRACT AMOUNT
<u>Government</u> -			
<u>Private</u> -			

Note: This statement shall be supported with:

Owner's Certificate of Final Acceptance or a final rating of at least Satisfactory in the CPES

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: NOSO-LMC-RRENIS-01-2025

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 the 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 No. 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; and
 - c. I am/we are declared 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 OR ITS AUTHORIZED
REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

LIST OF CONTRACTOR'S EQUIPMENT PLEDGE TO THE CONTRACT TO BE BID

CONTRACT No. _____
NAME OF CONTRACT: _____

Name of Equipment	Unit	Plate No./Model	Motor No./Body No./Engine No.	Proof of Ownership	Present Location	Remarks

Submitted by:

Date:

 (Name of Contractor & Signature)

 (Name of Firm)

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

BID FORM

Date: _____

Project Identification No.: NOSO-LMC-RRENIS-01-2025

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. 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, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹² for this purpose;
- h. 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;
- i. 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
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. 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].

1. 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: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

BILL OF QUANTITIES

Project Title: Calango SRIS

Contract No: NOSO-LMC-RRENIS-01-2025

Description of Contract: Desilting of Reservoir Area

Location: Zamboanguita, Negros Oriental

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE IN WORDS & IN FIGURES	TOTAL
I	Mobilization and Demobilization, Temporary Facilities, Construction of Project Billboard				
1	Mobilization and Demobilization	1.00	l.s.	₱	
2	Construction of Workers' Shed/Bodega (3.6 x 4.8 m)	1.00	l.s.	₱	
3	Construction of Project Billboard	2.00	unit	₱	
II	Reservoir Works				
1	Cofferdamming	3,000.00	cu.m.	₱	
2	Desilting (mech.)	189,660.00	cu.m.	₱	
3	Desilting with dewatering (mech.)	6,000.00	cu.m.	₱	
4	Overhaul/Disposal of waste materials (mech.)	195,660.00	cu.m.	₱	
III	Health and Safety				
	1. Provision for Health and Safety	1.00	lot	₱	
	TOTAL BID AMOUNT				

The undersigned bidder hereby certifies that he has fully informed himself of all condition, local and otherwise affecting the carrying out of the Contract Works and that his bid has been prepared strict accordance with the terms and condition.

Name of Firm: _____ Name in Print & Signature of Bidder: _____

DETAILED COST ESTIMATE

Contract No. :

Name of Project :

DERIVATION OF UNIT COST			Unit	
			Quantity	
Item No. : _____				
Work Description : _____				
DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
A. ESTIMATED DIRECT COST (EDC)				
1. MATERIAL COST				
<i>TOTAL MATERIAL COST:</i>				
2. LABOR COST				
<i>TOTAL LABOR COST:</i>				
3. EQUIPMENT COST				
<i>TOTAL EQUIPMENT COST:</i>				
TOTAL A (Estimated Direct Cost):				
B. MARK - UPS				
OCM _____				
Contractor's Profit _____				
TOTAL B (OCM and Contractor's Profit):				
C. VALUE ADDED TAX (VAT)				
TOTAL C (VAT) (12% of A and B):				
TOTAL COST OF WORK ITEM (Sum of A, B and C)				
UNIT COST (Total Cost of Work Item/Quantity)				

ESTIMATED DIRECT COST (EDC)	INDIRECT COST % FOR OCM AND PROFIT		TOTAL INDIRECT COST % FOR OCM AND PROFIT
	OCM (% OF EDC)	PROFIT (% OF EDC)	
Up to Php 5 Million	15	10	25
Above Php 5M up to Php 50M	12	8	20
Above Php 50M up to Php 150M	10	8	18
Above Php 150M	8	8	16

OCM - Overhead, Contingencies and Miscellaneous

VAT COMPONENT - shall be 12% of the sum of EDC, OCM and Profit

Contract No. :
Name of Contract :
Address :
Calendar Days :

CASH FLOW AND PAYMENT SCHEDULE

PARTICULAR	% WT.	QTR	1st QUARTER			2ND QUARTER			3RD QUARTER			4TH QUARTER		
			1	2	3	4	5	6	7	8	9	10	11	12
			MO.											
		CD	30	60	90	120	150	180	210	240	270	300	330	360
ACCOMPLISHMENT (%)														
CASH FLOW (P)														
CUMULATIVE ACCOMPLISHMENT (%)														
CUMULATIVE CASH FLOW (P)														

Submitted by:

Date:

Name and Signature

Name of Firm

