



REPUBLIC OF THE PHILIPPINES  
**NATIONAL IRRIGATION ADMINISTRATION**  
REGIONAL OFFICE NO. VII (CENTRAL VISAYAS)  
DAO, TAGBILARAN CITY, BOHOL

**CALUNASAN SRIP, PACKAGE 1  
(CONSTRUCTION OF SLOPE PROTECTION  
WORK FOR ACCESS ROAD)  
CALAPE, BOHOL  
RIO-LMC-10a-2022**

**13 June 2022**

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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)

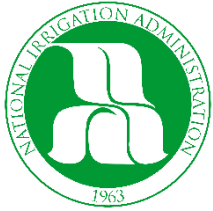
**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

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



REPUBLIC OF THE PHILIPPINES  
NATIONAL IRRIGATION ADMINISTRATION  
REGION VII

**INVITATION TO BID**

**FOR CALUNASAN SRIP, PACKAGE 2 (CONSTRUCTION OF SLOPE PROTECTION WORK FOR ACCESS ROAD), CALAPE, BOHOL**

1. National Irrigation Administration - Regional Office 7 (NIA-RO7), through General Appropriation Act – Small Reservoir Irrigation Project (GAA-SRIP) for Calendar Year (CY) 2022 intends to apply the sum of **Eight Million Four Hundred Fifty Three Thousand Three Hundred Ninety Two Pesos and 39/100 (P 8,453,392.39)** being the Approved Budget for the Contract (ABC) to payment under contract for **Calunasan SRIP, Package 1 (Construction of Slope Protection Work for Access Road), Calape, Bohol** with Contract No. **RIO-LMC-10a-2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NIA-RO7 now invites bid for the above Procurement Project. Completion of the Work is required **One Hundred Sixty Five (165) 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. Instruction 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 the NIA-RO7 and inspect 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 **June 13, 2022, 8:00 AM to July 5, 2022, 1:30 PM** during office hour from the given address and website(s) below & upon presentation of the payment from NIA-RO7 Cashier of nonrefundable fee of **Eight Thousand Five Hundred Pesos (PhP 8,500.00)** only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, 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 **June 21, 2022, 2:00 PM** at **Central Visayas Training Center (CVTC), NIA-RO7, Dao District, Tagbilaran City, Bohol**



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 **July 5, 2022, 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 18.
9. Bid opening shall be on **July 5, 2022, 2:00 PM** at **Central Visayas Training Center (CVTC), NIA-RO7, Dao District, Tagbilaran City, Bohol** 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-RO7, BAC Secretariat  
J.A. Clarin St., Dao District  
Tagbilaran City, Bohol  
Email Address: niaro7.bacsec@gmail.com  
Telephone No. (038) 501 9421/ (038) 427 1018
12. You may visit the website ([region7.nia.gov.ph](http://region7.nia.gov.ph)) for downloading of Bidding Documents.

**ENGR. ORENCIO M. APALE**  
BAC Chairperson

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

## **1. Scope of Bid**

The *National Irrigation Administration - Regional Office 7(NIA-RO7)* invites Bids for the *Calunasan SRIP, Package 1 (Construction of Slope Protection Works for Access Road), Calape, Bohol*, with Project Identification Number *RIO-LMC-10a-2022*.

*[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 GAA-SRIP Project FY 2022 in the amount of Php 8,453,392.39.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## **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.

- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the

implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. 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 PCAB License is required, and in case of joint ventures, a valid special PCAB License, 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 until *120calendar days from opening of bid*. 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 16 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: <b><i>Slope Protection Works and Road Construction</i></b>																
7.1	<b><i>Sub-contracting is not allowed</i></b>																
10.3	<i>[Specify if another Contractor license or permit is required.] None</i>																
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table> <tr> <th><u>Key Personnel</u></th><th><u>Relevant Experience</u></th></tr> <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 – Materials Engineer</td><td>– With at least two (2) years’ experience as Materials Engineer duly accredited by the DPWH provided that the limits of</td></tr> <tr> <td>Materials Engineer II</td><td>- Two (2) projects located within the same province for simultaneous assignments, with an aggregate cost of not more than P150M</td></tr> <tr> <td>Materials Engineer I</td><td>- Four (4) projects located within the same province for simultaneous assignments, with an aggregate cost of not more than P 50M</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> </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 – Materials Engineer	– With at least two (2) years’ experience as Materials Engineer duly accredited by the DPWH provided that the limits of	Materials Engineer II	- Two (2) projects located within the same province for simultaneous assignments, with an aggregate cost of not more than P150M	Materials Engineer I	- Four (4) projects located within the same province for simultaneous assignments, with an aggregate cost of not more than P 50M	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	<p>The minimum major equipment requirements are the following:</p> <table><tr><th colspan="2">Equipment</th><th>Capacity</th><th>Number of Units</th></tr><tr><td>1.</td><td>Dump Truck</td><td>12 cu.m.</td><td>1</td></tr><tr><td>2.</td><td>Grader</td><td>125 HP</td><td>1</td></tr><tr><td>3.</td><td>Backhoe</td><td>0.50-0.75 cu.m.</td><td>1</td></tr><tr><td>4.</td><td>Loader</td><td>2.0 cu.m. 155 Hp</td><td>1</td></tr><tr><td>5.</td><td>Walk Behind Roller Compactor</td><td>1ton</td><td>1</td></tr><tr><td>6.</td><td>Vibratory Plate Compactor</td><td>450-600mm, 8Hp</td><td>2</td></tr><tr><td>7.</td><td>Concrete Mixer</td><td>1 Bagger</td><td>2</td></tr><tr><td>8.</td><td>Total Station</td><td>set</td><td>1</td></tr></table>	Equipment		Capacity	Number of Units	1.	Dump Truck	12 cu.m.	1	2.	Grader	125 HP	1	3.	Backhoe	0.50-0.75 cu.m.	1	4.	Loader	2.0 cu.m. 155 Hp	1	5.	Walk Behind Roller Compactor	1ton	1	6.	Vibratory Plate Compactor	450-600mm, 8Hp	2	7.	Concrete Mixer	1 Bagger	2	8.	Total Station	set	1
Equipment		Capacity	Number of Units																																		
1.	Dump Truck	12 cu.m.	1																																		
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8.	Total Station	set	1																																		
12	<i>[Insert Value Engineering clause if allowed.]</i>																																				
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than 5% of the ABC if bid security is in Surety Bond.</p>																																				
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

4.1. 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.

4.2. 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	<i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>
4.1	<i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>
6	The site investigation reports are: <i>[list here the required site investigation reports.]</i>
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 to Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .
13	<p>The amount of the advance payment is 15% of the Contract Price and to be recouped every progress billing, to be made as per herein schedule:</p> <p>a. First (1<sup>st</sup>) Installment – 7.5% of the Contract Price – upon submission to and acceptance by NIA of an Irrevocable Standby Letter of Credit of equivalent value issued by a commercial bank, a bank guarantee or surety bond, callable upon demand, issued by a surety or insurance company duly accredited by the Insurance Commission and confirmed by NIA.</p> <p>b. Second (2<sup>nd</sup>) Installment – 7.5% of the Contract Price – upon submission to and acceptance by NIA of an Irrevocable Standby Letter of Credit of equivalent value issued by a commercial bank, a bank guarantee or surety bond, callable upon demand, issued by a surety or insurance company duly accredited by the Insurance Commission and confirmed by NIA (if amount is not included in the first Installment), and after Contractor has fully mobilized the initial equipment requirement and Key Personnel indicated in its Manpower Utilization Schedule.</p>
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p>

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 <i>[amount in local currency]</i> .
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## ***Section VI. Specifications***

## COMMON EXCAVATION

### **SCOPE**

The work under this Section shall consist of excavating and removal of all classes of materials in canal prism and backfilling, and trimming of side slopes inside canal prism and canal beds except on portion of the canal where concrete lining is required (trimming of the foundation bed will be considered included under Section XV "Concrete Canal Lining") all in accordance with the Drawings and these Specifications or as directed by the Engineer.

All excavations shall be true to lines, grades, slopes and profiles shown on the Drawings or as required by the Engineer.

### **1. CLASSIFICATION**

All excavated materials under this Section will be classified as follows:

#### **(a) Rock Excavation**

For purpose of classification of excavation, rock is defined as sound and solid masses or formation, layers or ledges of mineral matter in place of such hardness and texture that:

- 1) Cannot be effectively loosened or broken down by ripping in a single pass with a latest model tractor mounted hydraulic ripper equipped one digging point of standard manufacturer's design adequately sized for use with and propelled by a crawler-type tractor above 300HP
- 2) In the areas where it is impracticable to classify the use of the ripper described above, rock is defined as sound and solid material of such hardness and texture which cannot be loosened or broken by a 2.72 kg (6 pound) drifting pick.
- 3) Can only be loosened or broken by special equipment such as jackhammer and pencil hammer attached to an excavator.

All formation of materials as defined above whose volume is one (1) cubic meter or more will be classified as rock.

- (b) **Common Excavation** - Excavation of any materials and boulders (whose volume is less than one cubic meter) that can be ripped to be loosed by, a dozer of equal or below 180 HP capacity.
- (c) **Hard Excavation** - Excavation of any materials and boulders (whose volume is less than one cubic meter) that can be ripped to be loosed by, a dozer of above 180 HP to 300 HP.
  - 1) Excavation of all soil materials, which can easily be removed by ordinarily excavator or manual operation.

2. **METHOD OF CONSTRUCTION**

Canal excavation shall include all excavation works in the canal prism whether common, indurated or rock materials, except additional excavations at structure sites which is specified to be done and measured for payment under excavation for structure.

3. **BASIS OF PAYMENT**

The volume measured as provided above shall be paid per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, equipment, tools and all incidentals necessary for the successful completion of the work described under this Section and for all subsidiary works except for hauling of excavated materials beyond the free haul distance for disposal to waste areas which shall be paid under Section.

## **BACKFILL WITH COMPACTION**

### **1. SCOPE**

The work under this section shall include hauling (if necessary) and backfilling with suitable materials taken under from Canal Excavation , Side Borrow or Borrow Haul all spaces excavated and not occupied by the structure and spaces between the natural ground surface and the finish lines indicated to be filled and all other sections directed to be filled by the Engineer, all in accordance with these specifications and in conformity with the lines, grades and dimensions shown in the Drawings or as ordered by the Engineer. It shall also include the dewatering and removal of all suitable materials as ordered by the Engineer from the spaces to be backfilled or filled.

### **2. METHOD OF CONSTRUCTION**

All spaces to be backfilled or filled shall be cleared of all rubbish and other objectionable matter. The excavation pit to be backfilled shall dewatered and all mud and loose materials shall be removed before backfilling. The filling materials, with the proper moisture content determined by the Engineer, shall be deposited loose and layers not exceeding 30 centimeters and then thoroughly compacted by ramming, rolling or by means of mechanical tampers or portable vibratory compactors to obtain at least 85% compaction behind bridge abutments, retaining walls, cut-off walls and immediately above pipes, box or barrel conduits and gradually increasing to at least 90% compaction p to the surface of the roadway in the case of approaches to bridges, road crossing or Culvert Structures. The time when to start backfilling operation shall be determined by the Engineer.

### **3. METHOD OF MEASUREMENT**

Backfill with Compaction shall be measured by the cubic meter in its final compacted and uncompacted position within the limits of structure excavation paylines and surfaces of concrete in contact with the backfilled materials as shown on the Drawings or as directed by the Engineer. Volumes occupied by the structures and other features will not be included.

### **4. BASIS OF PAYMENT**

Backfill with Compaction will be paid for at the contract unit price per cubic meter, which price and payments shall constitute full compensation for the side borrow, borrow haul and overhaul operations and for furnishing all labor, equipments, tools and all incidentals and subsidiary works necessary for the successful completion of the work under this Section.

## **EMBANKMENT CONSTRUCTION AND COMPACTION**

### **1301 SCOPE**

The work under this section shall consist of spreading materials taken from canal excavation, structure excavation, side borrow and borrow haul into canal embankments or protection dikes or approaches to bridges and road crossings into all other embankments indicated on the drawings; moisture conditioning and then compacting said materials into the desired degree of compaction, all in accordance with the drawings and these specifications or as directed by the engineer. All works associated with side borrow and borrow haul operations and overhaul for canal embankment are considered subsidiary works for embankment Construction and Compaction.

### **1302 SOURCES OF MATERIALS**

Materials for embankment and structure backfill for canal and diversion structures may be taken from canal or structure excavation in accordance with section IV and VI. In case where excavated materials from canal prism or from structure excavations are insufficient or unsuitable for embankment formation, additional materials may be taken from side borrow or borrow haul areas not necessarily designated by NIA including acquisition of necessary right-of-way and access thereto. Likewise, materials for protection dikes and approaches to bridges and road crossing may be taken from sources at the Contractor's choice including acquisition of necessary right-of-way. However, possible borrow areas are indicated in the Bid Drawings or as suggested by the Engineer.

### **1303 COMPACTION EQUIPMENT**

Compaction of canal roadway embankments, protection dikes or approaches to bridges and road crossings or for backfill [if applicable may be done by the use of sheep's foot roller, pneumatic rollers, vibratory compactors or other type of compaction equipment at the Contractor's option as approved by the engineers. The suitability of the proposed compaction equipment to achieve the desired degree of compaction must be demonstrated during the initial phases of compaction operations. The engineer shall have the right to require the Contractor to change compaction equipment if such equipment is deemed unsuitable in achieving the specified degree of compaction with a reasonable period of time.

Watering equipment for moisture conditioning of the embankment materials, prior to compaction, shall be designed to apply water uniformly at the rates required by NIA. Water tank shall be equipped with positive shut-off valves that no leakage will result from the nozzle when the equipment is not in used.



Soil Classification and/ or Proctor maximum Dry Density Obtained	Minimum Compaction Required Percent of In place Density Maximum Dry Density for	
	Roads, Dikes and Canal Embankments with roadway	For normal Embankment [without roadway and intrasite or Feeder Roads]
L, SM & ML, 85-89	100%	100%
CL, SM & ML, 90-99	95%	95%
SC, 100-109.9	95%	95%
GC, 110-119.9	90%	90%
GC, 130- and above	90%	90%

When embankments are to be made on hillsides, whether paralleling a hillside, abutting into a hillside or crossing over a hill, the slope of the original hillside shall be cut horizontally as the work is brought up in layer. Material thus cut shall be recompacted, along with the new embankment material.

During construction, the contractor shall keep the top of the embankments at such elevation and section to provide natural surface drainage at all times. If the contractor stops work on any portion of the embankment on account of rain or the surface shall be graded to facilitate drainage and the surfaces shall be sealed by passing rubber tired equipment or flat drum rollers over the surface. Before work is resumed on the area, the surface scarified to a minimum depth of not less than 15 cm., releveled, moisture conditioned, and recompacted to the specified density.

Should the NIA determined that any portion of the surface of the embankment has become so dry glazed during construction that bond with the succeeding layer to be thereon cannot be obtained, or should ruts develop on the embankment, such surface shall be surface shall be scarified to a minimum depth of 15 cm., releveled, moisture conditioned and recompacted to the specified density just prior placing of the succeeding layer of the embankment.

All surfaces of the compacted embankment shall be compacted to the lines, and grades shown on the Drawing or as directed by the Engineer with the tolerances in accordance with paragraph 403 [b] for slopes and surfaces and a tolerance of  $\pm 10$  cm. for profile surfaces and shall be graded to a uniform slope.

### **1304 METHOD OF CONSTRUCTION**

This paragraph covers the construction of all embankments designated on the drawing as compacted embankment including the placing of embankment materials to the low and over excavated areas in the canal. All compacted embankments shall be constructed to the lines, grades and dimensions shown on the drawings, or established by the NIA on a properly prepared foundations approved by the NIA. No objectionable materials shall be placed on the embankments.

Ground surface upon which the embankment is to be constructed shall be scarified to a depth of at least 15 cm. after clearing and grubbing, moisture conditioned, and compacted to not less than the required degree of compaction as shown in Table A below. Materials unsuitable for embankment foundations shall be removed as directed and replaced with suitable materials and compacted as compacted embankment.

Where canal embankment is to be constructed across low swampy ground or where the top soil is not satisfactory for foundation as determined by the Engineer stripping of top soil of the foundation area and compaction will be ordered before construction of the embankment, stripping and disposal of the stripped material is subsidiary work and will not be measured for payment; Provided, however that when stripping to a depth beyond 10 centimeters from the natural ground surface is ordered by the Engineer the stripped materials below the 10 centimeters free stripping depth will be paid for under "Canal Excavation". In case stripping of the top soil exceeds 10 centimeters, the Contractor should requests to NIA for a re-survey to determine the actual volume subject for payment. Verification and approval by the administrator should be obtained first before proceeding with the stripping operation.

Embankments shall be constructed to the lines, grades and dimensions shown on the Drawings or as established by the engineer. Embankment shall be constructed in horizontal layers which extends the full width of the embankment. Thickness of the layers shall not exceed 15 cm. after compaction. The moisture content of the material at the start of compaction shall have optimum moisture of plus or minus 5% as determined by the standard laboratory compaction test on soils [ ASTM Designation D698]. Embankment materials which do not contain sufficient moisture for compaction in accordance with the above requirement shall be thoroughly mixed additional water as directed by the engineer. Embankment material containing excess moisture shall be permitted to dry to the proper consistency before being compacted. After layer has been spread for the full width of the cross-section and brought to satisfactory moisture content, it shall be compacted. The degree of compaction in each layer shall be determined by the standard field density test ASTM D- 1556. each layer should attain the required percentage of compaction before the succeeding layer is allowed to be placed. The compaction requirements for the different type of soil placed on embankments are shown in the following table:

### **1305 METHOD OF MEASUREMENT**

Measurement shall be done by the cubic meter of embankment in its final accepted compacted position less the volume for road surfacing materials if any, regardless of the origin of materials and the required degree of compaction. Computation shall be by the Average End Area Method for every 20 M station or by the applicable method suitable for the work involved. The volume shall be the theoretical volume of the embankment as computed based on the neat lines or pay lines shown on the Drawings. The lower limit shall be the elevation of the ground surface stripping and the upper limit shall be the top of the embankment.

### **1306 BASIS OF PAYMENT**

The volume measured for embankment as provided above shall be paid at the contract unit price per cubic meter, the price and payment shall constitute full compensation for any side borrow, borrow haul, blending, moisture conditioning and compaction and trimming side slopes [where necessary] including all labor, tools, equipment and all incidentals and subsidiary

works, necessary for the successful completion of the work described under this section. Provided, however, that payment shall only be made after preservation by the Contractor of a certification issued by the NIA Materials Testing Engineering to the effect that the constructed embankment measured and covered by such progress payment has attained degree of compaction.

## **RUBBLE MASONRY**

### **SCOPE**

The work under this section shall include furnishing all materials, supplies, tools and equipment; construction of all necessary form work; placing rubble stone and concrete binder on an approved foundation and form work; the removal of forms and curing of the rubble masonry, all in accordance with the drawings and these specification or as directed by the engineer.

### **MATERIALS**

Rubble stones consists of filed stones that are cleans, sound durable, resistant the action of water, and must have specific gravity of at least two and six tenths [2.6], and diameter ranging from 15 centimeters to 60 centimeters, sixty percent[60%] which comprises the bigger sizes. Stones shall have the prior approval of the engineer before their use. Materials for concrete binder shall be in accordance with the applicable provisions of Section XV. Concrete binder shall be Class “A” concrete with 37.50 millimeters maximum size of aggregates.

### **METHOD OF CONSTRUCTION**

Preparation and handling of the concrete binder shall been in accordance with section XV. The stones shall be thoroughly wet before they are installed in place. The entire surface of every stone shall be thoroughly covered with concrete binder. In general, one cubic meter of rubble masonry will require one-half cubic meter of concrete binder. Actual variation in this proportion will not entitle the contractor to any price adjustment. It is expected that the whole rubble masonry especially in the case of dam and apron as well as other structures should be well encased and covered by the concrete so that it forms the heating of the body of dam and apron and will act contiguous with the concrete shell. This can be achieved by tamping the stones into the concrete using heavy wooden blocks handled by one or two people. After the bed has been prepared as required the first layer of mortar should be laid and rubble embedded in them. The thickness of mortar should be such that each rubble embedded at least 50% of its longest dimension in the mortar so that when the next layer of mortar is poured the rubble which has been embedded is not disturbed. The next layer of boulders can be arranged in the mortar now placed following the same procedure. This will ensure that all the boulders are fully covered with mortar and they are well entrenched and stable in the mortar so that they are not disturbed when subsequent layers of mortar stones are poured. The stones shall be well set such that no stone will protect beyond the lines on the drawings.

The concrete binder shall be properly worked into the spaces between stones so that no void is left within the rubble masonry. In case reinforcements are placed, no stone shall be closer than four inches [10 centimeters] to the nearest reinforcing bars. Rubble masonry shall be cured by water for five days.

The general construction procedure should be always to start from lowest elevations so that the sub-grade on which the concrete is laid is not disturbed by the seepage forces when concrete is laid is not disturbed by the seepage forces when the higher layers are excavated and prepared for concrete pouring.

In situation when rubble masonry is directly constructed on the sub-grade should be prepared exactly as for any other concrete structures. In these cases, also the first layer can consist of concrete of 15 centimeters thickness in the case of minor structures and 20 centimeters in the case of major structures. The concrete manufacture etc. will be as specified under section XV and the strength will be as of Class “A” concrete.

#### **METHOD OF MEASUREMENT**

“Rubble Masonry” will be measured in cubic meters in its final position based on the treat lines of the structure as shown on the drawings.

#### **BASIS OF PAYMENT**

The volume measured as provided above will be paid at the contract unit price per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, tools, equipment and all incidentals or subsidiary works necessary for the success completion of the work described under this section.

## ROAD SURFACING

### SCOPE

The work under this section shall consist of quarrying which includes clearing and grubbing [if necessary] including acquisition of necessary right-of-way and access thereto by the contractor of the quarry areas he has chosen or as suggested by the engineers in the project area, stockpiling, loading, hauling, dumping and compaction of road surfacing materials into roadway including the furnishing of equipment supplies, labor and tools, all in accordance with these specifications and in conformity with the lines, grades, and typical section shown on the drawings.

### MATERIALS

Road surfacing materials for roadway shall consist of pitrun gravel, talus rock, volcanic cinders, sand collars, or other similar granular materials selected under the direction of the engineer. Oversized materials, if any, shall be removed at the borrow pit by screens or handpicking expert that if the materials is such that it will break under rolling, the engineer may permit the breaking down to the required size in the road. If necessary to obtain proper uniformity, additional materials shall be blended by mixing in the roadway. The Contractor if he so chooses, may crush the oversized materials in lieu of washing it. Road surfacing materials shall meet the following requirements.

Sieve Designation [Square Mesh Sieve]	Percent Weight Passing
No. 4	25-45
No. 200	5-12

The portion of the filler passing the No. 4 sieve, including blending filler for top coarse materials shall have a plasticity of 6-20 as determined by ASTM Designation D424-39.

Source of road surfacing materials may be those indicated on the Drawing or those suggested by the engineer in the project area. The contractor shall clear and grub the sources of road surfacing materials strip over-burdens and dispose all waste materials from said clearing and grubbing or stripping operations by the engineer.

### METHOD OF CONSTRUCTION

#### 1. Sub-grade Preparation

##### a. New Roadway

Surfacing of canal embankments or protection dikes for roadway shall be performed after operations for the construction of said embankments or protection dikes are completed.

All compacted embankments that are prepared for roadway sub-grade shall be tested of its uniformity and degrees of compaction before road surfacing materials are placed.

##### b. Existing roadways

The contractor shall prepare the sub-grade of existing roadways before surfacing materials needed in upgrading roadways are to be placed.

2. Placing, Rolling, and Grading of Road Surfacing Materials.

a. Method of Placing

All road surfacing materials shall be placed simultaneously with the road shoulder materials on the prepared sub-grade for road directed by the engineers.

b. Spreading and Grubbing]

Spreading shall be done manually or mechanically at the option of the Contractor, in such a way that segregation of size will be avoided and such that the road surfacing materials shall not be mixed with the road shoulder materials, spreading shall be performed subsequently after every dumping. Whether to spread first the road surfacing materials within the limits of the road bed before spreading the road shoulder materials or vice versa or simultaneously shall be at the option of the contractor provided that the said materials will not mixed. If additional filler materials shall mixed with loosely spread road surfacing materials by any method the contractor may apply provided a satisfactory uniform mixture is obtained before compaction. Quantity of filler materials shall be such the blend of added and original materials placed shall meet grading quality requirements in all respect.

c. Rolling

Compaction operations shall only be started when ordered by the engineer, after the above operations have been duly inspected and verified by the engineers or his authorized representative. The road surfacing and road shoulder materials shall be compacted simultaneously. All materials shall be compacted to the full width of the roadway by rolling. Rolling shall progress gradually from the sides to the center, parallel with the center line of the road lapping each preceding rolled track by one half the width of the roller. Rolling shall continue until the desired degree of compaction is attained. Any irregularities or depression that develop under such rolling shall be corrected by loosening the materials at these places and adding or removing materials unit such surfaces are smooth and uniform.

Road surfacing materials shall be compacted to achieve density of 95% of the maximum dry as determined in the modified Proctor Test using the CBR [15 cm mould].

Watering of the materials shall be carried out prior to compaction to ensure that the materials is at or close to its optimum moisture content as required for embankment fill.

Placing, spreading, grading and compaction will not be measured for payment. Cost of these works shall be included in the contract unit price for road surfacing materials.

## **METHOD OF MEASUREMENT**

Road surfacing materials will be measured in cubic meters in its final compaction position, satisfactorily placed and accepted and computed by the Average End Area Method for every 20 meter station. Before acceptance is to be made, the average actual thickness of road surfacing materials compacted shall be determined by the Engineer by means of a boring test at reasonable intervals. In no case shall thickness of road surfacing materials at any point be less than that specified in the drawings.

## **BASIS OF PAYMENT**

Road surfacing materials measured as provided above shall be paid at the contract unit price per cubic meter, which price and payment shall constitute full compensation furnishing.



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

### **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.

The temporary works shall include but will not be limited to the following:

1. Construction of temporary facilities shall have a minimum floor area of 50 (5x10) square meters.
2. Facilities such as potable water, drainage, 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.

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

#### **[b] Mobilization of Equipment**

The Contractor shall mobilize and move into Project Site within 7 calendar days after receipt of Notice to Proceed the required initial equipment requirement as listed 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 approval 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 with said period, and all other equipment listed in his approved Equipment Moving-in and Utilization Schedule, at the discretion of the Regional Manager, 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 expenses and said equipment are not 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 Engineers] 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 dismantlement and removal from the site of Contractor's 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.

**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 Bid 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.
2. Twenty percent [30%] of the lump sum price will be paid upon the completion of the Contractor temporary works.
3. Thirty percent [30%] of the lump sum price will be paid upon the 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.

For the purposes of computing the percentage of equipment moved-in. corresponding number of points of each equipment listed in the Equipment Moving-in and Utilization Schedule shall be provided by NIA to serve as the basis for any partial payment.

4. The remaining twenty percent [20%] of the lump sum price will be paid to the contractor upon completion of the Contract Work.

## **CONSTRUCTION SAFETY AND HEALTH**

### **BASIC PPE'S FOR WORKERS:**

- 1. Helmet/Safety Hardhat**
- 2. Safety Shoes**
- 3. Rubber Boots**
- 4. Working Gloves**
- 5. Rain Coats**

## ***Section VII. Drawings***

*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]*

## ***Section VIII. Bill of Quantities***

BILL OF QUANTITIES AND BID PRICES			
Contract No.:	<u>RIO-LMC-10a-2022</u>		
Description of Contract:	<u>Calunasan SRIP, Package 1 (Construction of Slope Protection Work for Access Road)</u>		
Location:	<u>Calape, Bohol</u>		
ITEM NO.	DESCRIPTION	QTY.	UNIT
1	Common Excavation (Mechanized)	1,366.23	cu.m.
2	Backfill with Compaction	740.48	cu.m.
3	Embankment Construction and Compaction	35.00	cu.m.
4	Rubble Masonry	896.68	cu.m.
5	Road Surfacing	262.50	cu.m.
<b>Project Facilities</b>			
1	Temporary Works Construction, Mobilization and Demobilization	1.00	l.s.
2	Construction Safety, Health and Fire Protection Program	1.00	l.s.

## ***Section IX LOCAL CONDITION***

### **LC-01 PROJECT LOCATION**

Calunasan SRIP is located at Calunasan, Calape, Bohol. The project site is approximately 45 kilometers from Tagbilaran City accessible through Tagbilaran City - Calape, Bohol route.

### **LC-02 ACCESS TO THE SITE**

The contract work is located at Mabini, Bohol. 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 National Grid Corporation of the Philippines (NGCP) and locally distributed by the respective electric cooperatives and is presently available at the above-stated address of the project site.

### **LC-04 CLIMATE AND HYDROLOGY**

Bohol belongs to the type IV climate zone of the Philippines. It has a characteristic that the rainfall distribution is fairly even throughout the year as seen in the climatic data, three months from March to May are comparatively dry. Heavy rains are always brought by typhoons. During the past twenty years two super-typhoon visited Bohol: Ining in November, 1964 (record rainfall typhoons were accompanied by big floods in Wahig River. The peak flood water level of Ining reached the hand rail of the national highway bridge over the Wahig river.

But most of the normal rainfalls are strong showers but short. Earth gets dry very quickly after rainfall. On this account considerable working days will be secured even in the wet season.

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**

<b>Month</b>	<b>Rainfall in BES/1 (mm)</b>	<b>Rainy Days BES/2</b>
Jan.	199.40	10
Feb.	170.50	8
March	127.40	8
April	90.06	5
May	178.30	7
June	174.03	8
July	142.65	9
Aug.	163.00	10
Sept.	165.25	8
Oct.	196.00	8
Nov.	212.30	9
Dec.	164.60	9
Total	2049.6	

*/1: BES 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 Tagbilaran 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: Calunasan SRIP, Package 1 (Const. of Slope Protection Works for Access Road),  
Calape, Bohol

1. Site Visit and Inspection

Register at NIA, Regional Office No.7, Dao District, Tagbilaran City, Bohol

2. Wet Season Period, Article LC-04

3. Contract Duration, Article SCC 1.16, ITB

165 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.	Dump Truck	12 cu.m.	1
2.	Grader	125 HP	1
3.	Backhoe	0.50-0.75 cu.m.	1
4.	Loader	2.0 cu.m. 155 Hp	1
5.	Walk Behind Roller Compactor	1ton	1
6.	Vibratory Plate Compactor	450-600mm, 8Hp	2
7.	Concrete Mixer	1 Bagger	2
8.	Total Station	set	1

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.	Dump Truck	12 cu.m.	1
2.	Grader	125 HP	1
3.	Backhoe	0.50-0.75 cu.m.	1
4.	Loader	2.0 cu.m. 155 Hp	1
5.	Walk Behind Roller Compactor	1ton	1
6.	Vibratory Plate Compactor	450-600mm, 8Hp	2
7.	Concrete Mixer	1 Bagger	2
8.	Total Station	set	1

## ***Section X. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (b) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ (c) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**And**
- ☐ (d) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**And**
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Philippine Contractors Accreditation Board (PCAB) License;  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- ☐ (i) 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**
- ☐ (j) 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**
- ☐ (k) 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**

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- ☐ (n) 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**

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

**Other documentary requirements under RA No. 9184**

- ☐ (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (q) 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**
- ☐ (r) Cash Flow by Quarter.

## **Section X. BIDDING FORMS**

National Irrigation Administration  
Region 7

**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.: RIO-LMC-10a-2022

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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_



## Omnibus Sworn Statement

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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

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_

## BID FORM

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

Project Identification No. : RIO-LMC-10a-2022

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 a 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 the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>12</sup> 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 AND BID PRICES

Contract No.: <u>RIO-LMC-10a-2022</u>							
Description of Contract: <u>Caluasan SRIP, Package 1 (Construction of Slope Protection Work for Access Road)</u>							
Location: <u>Calape, Bohol</u>							
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT BID PRICE IN WORDS &amp; IN FIGURES</b>	<b>TOTAL</b>		
1	Common Excavation (Mechanized)	1,366.23	cu.m	P	P		
2	Backfill with Compaction	740.48	cu.m	P	P		
3	Embankment Construction and Compaction	35.00	cu.m	P	P		
4	Rubble Masonry	896.68	cu.m	P	P		
5	Road Surfacing	262.50	cu.m	P	P		
1	Temporary Works Construction, Mobilization and Demobilization	1.00	l.s.	P	P		
2	Construction Safety, Health and Fire Protection Program	1.00	l.s.	P	P		
<b>TOTAL AMOUNT OF BIDS</b>					P		
(In words and Figures)							
<p>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 in strict accordance with the terms and condition.</p>							
<p>Name of Firm: _____</p>							
<p style="text-align: right;">Name in Print &amp; Signature of Bidder</p>							

