



**Invitation to Bid for RESTORATION OF CANALS AND CANAL STRUCTURE OF
BULAWAN CIS (LCPIS), Sipocot, Camarines Sur**

1. The *National Irrigation Administration CSIMO, Sta. Lucia, Magarao, Camarines Sur*, through the *GAA/RESTOCIS CY 2024* intends to apply the sum of **₱ 2,715,059.82** being the Approved Budget for the Contract (ABC) to payments under the contract for the **RESTORATION OF CANALS AND CANAL STRUCTURE OF BULAWAN CIS, Sipocot, Camarines Sur** with *Contract Reference No. RESTOCIS-CS-LCPIS-032-24*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Irrigation Administration CSIMO, Sta. Lucia, Magarao, Camarines Sur* now invites bids for the above Procurement Project. Completion of the Works is required required **three hundred (300) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *National Irrigation Administration CSIMO, Sta. Lucia, Magarao, Camarines Sur* and inspect the Bidding Documents at the address given below from **8:00 AM of February 19, 2024 to 10:30 AM of March 11, 2024**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **8:00 AM of February 19, 2024 to 10:30 AM of March 11, 2024** at the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person only.
6. The *National Irrigation Administration CSIMO, Sta. Lucia, Magarao, Camarines Sur* will hold a Pre-Bid Conference¹ on **February 27, 2024 at 8:30AM** at *NIA-CSIMOHO, Sta. Lucia, Magarao, Camarines Sur*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, on or before **10:30 AM of March 11, 2024**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **March 11, 2024 at 10:30 AM** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. The *National Irrigation Administration CSIMO, Sta. Lucia, Magarao, Camarines Sur* 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.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

11. For further information, please refer to:

Mr. Albert Felix A. Madrid
The BAC Secretariat Head
NIA-CSIMOHO
Sta. Lucia, Magarao, Camarines Sur
csimobac@yahoo.com
09394900511

12. You may visit the following websites:

For downloading of Bidding Documents: *Log-in to PhilGEPS website.*

February 16, 2024

(SGD) Engr. JUNE IVY C. MENDEZ
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **RESTORATION OF CANALS AND CANAL STRUCTURE OF BULAWAN CIS, Sipocot, Camarines Sur** with Project Identification Number **RESTOCIS-CS-LCPIS-032-24**.

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/RESTOCIS CY 2024** in the amount of **₱ 2,715,059.82**.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

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 and attached certificate of site inspection concurred by National Irrigation System (NIS) Head, 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. 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 **February 27, 2024 at 08:30AM** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille

Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.

11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

13.1 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.

13.2 Payment of the contract price shall be made in:

a. Philippine Pesos.

15. Bid Security

14.1 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**.

14.2 The Bid and bid security shall be valid until **July 11, 2024**. 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 original copies 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 as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

17.1 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.

17.2 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

18.1 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.

18.2 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.

18.3 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

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

For _____ USE ONLY.
NIA Official Receipt #/Date: _____

ITB Clause																																				
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work completed within five (5) years ago from the date of bid opening (March 11, 2019 to March 11, 2024), which shall be: RESTORATION OF CANALS AND CANAL STRUCTURES OF BULAWAN CIS, Sipocot, Camarines Sur																																			
7.1	Subcontracting is not allowed.																																			
10.3	Valid PCAB License for at least Small B in GE-2 Irrigation or Flood Control.																																			
10.4	<div>The full-time key personnel must meet the required minimum years of experience set below:</div> <table><tr><th colspan="3">Full-Time Key Personnel</th><th>General Experience</th><th>Relevant Experience</th></tr><tr><td>1.</td><td>P.I.C./Project Engineer</td><td>1</td><td>Relevant Experience in Canalization Works and Canal Structures</td><td>2 years</td></tr><tr><td>2.</td><td>Foreman</td><td>1</td><td>Relevant Experience in Canalization Works and Canal Structures</td><td>2 years</td></tr><tr><td>3.</td><td>Skilled Worker</td><td>10</td><td>Relevant Experience in Canalization Works and Canal Structures</td><td>2 years</td></tr><tr><td>4.</td><td>Non-Skilled</td><td>30</td><td></td><td></td></tr><tr><td>5.</td><td>Materials Engineer</td><td>1</td><td colspan="2">Duly Accredited by Authorized Agency</td></tr><tr><td>6.</td><td>Safety Officer</td><td>1</td><td colspan="2">with COSH Training/Seminar in DOLE</td></tr></table> <p>Conditions regarding Full-Time Key Personnel:</p> <p>1. All proposed full-time key personnel must be available starting on the bid submission date with attached certification of availability of key personnel. If any of the proposed full-time key personnel is found to be committed to or deployed in any ongoing infrastructure project/contract, the said personnel shall not be considered. This becomes a ground for the bidder’s ineligibility or disqualification/post disqualification. The relevant qualifications, experience and abilities of the key personnel must be equivalent or better than those of the personnel stated in the List of Contractor’s Key Personnel that are within the conditions stated in Bid Data Sheet ITB Clause 5.2.</p> <p>2. For the purpose of procurement in NIA-CSIMO, the bidder may participate and submit the same set of full-time key personnel in the on-going procurement of NIA-CSIMO’ infrastructure projects. If any of these infrastructure projects is awarded to the bidder (through the issuance of NOA), this means that its proposed full-time key personnel are already committed to the awarded project and are no longer available for the other procurement projects. This becomes a ground for the bidder’s ineligibility or disqualification/post-disqualification when it comes to the other ongoing NIA-CSIMO’ procurement activities that are participated in by the bidder.</p> <p>3. All full-time key personnel proposed during the procurement shall be the default full-time key personnel upon commencement of the contract.</p> <p>4. During contract implementation, any proposed replacement of key personnel shall be subjected to NIA-CSIMO’ approval. The relevant qualifications, experience and abilities of the new key personnel must be equivalent or better than those of the personnel stated in the List of Contractor’s Key Personnel that are within the conditions stated in Bid Data Sheet ITB Clause 5.2. Reasons for personnel replacement shall be limited to the following: illness, death or resignation, provided that the proposed replacement is duly supported by relevant document/s.</p> <p>(c) Duly signed Bio-Data of Contractor’s Full-Time Key Personnel. For the Project Engineer, submit their valid PRC License general experience must be from the stated conditions of ITB Clause 5.2. For Foreman, skilled workers must have skill of steel fabricator, general experience must be from the stated conditions of ITB Clause 5.2. For Materials Engineer, submit their valid PRC License as Civil Engineer and copy of accreditation from authorized agency. For the Safety Officer, submit the copy of Certificate of Training issued by or in coordination with Bureau of Working Conditions (BWC) or Department of Labor and Employment (DOLE).</p> <p>(d) List of contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by</p>	Full-Time Key Personnel			General Experience	Relevant Experience	1.	P.I.C./Project Engineer	1	Relevant Experience in Canalization Works and Canal Structures	2 years	2.	Foreman	1	Relevant Experience in Canalization Works and Canal Structures	2 years	3.	Skilled Worker	10	Relevant Experience in Canalization Works and Canal Structures	2 years	4.	Non-Skilled	30			5.	Materials Engineer	1	Duly Accredited by Authorized Agency		6.	Safety Officer	1	with COSH Training/Seminar in DOLE	
Full-Time Key Personnel			General Experience	Relevant Experience																																
1.	P.I.C./Project Engineer	1	Relevant Experience in Canalization Works and Canal Structures	2 years																																
2.	Foreman	1	Relevant Experience in Canalization Works and Canal Structures	2 years																																
3.	Skilled Worker	10	Relevant Experience in Canalization Works and Canal Structures	2 years																																
4.	Non-Skilled	30																																		
5.	Materials Engineer	1	Duly Accredited by Authorized Agency																																	
6.	Safety Officer	1	with COSH Training/Seminar in DOLE																																	

	proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project. No duplication of major equipment requirements (Concrete Mixer, Backhoe Hydr. Crawler) on proposed technical documents (list of equipment pledge to the contract) and other on-going infrastructure projects;												
10.5	<p>The minimum major equipment requirements are the following:</p> <table><tr><td><u>Equipment</u></td><td><u>Capacity</u></td><td><u>Number of Units</u></td></tr><tr><td>Concrete Mixer</td><td>1 bagger</td><td>2.00</td></tr><tr><td>Backhoe Hydr. Crawler</td><td>1.0 cu.m. bucket 320C/CL (138HP)</td><td>1.00</td></tr><tr><td>Concrete Vibrator, Flexible Shaft</td><td>2” Head dia. w/ 5 Amp. Gasoline drive unit</td><td>1.00</td></tr></table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Concrete Mixer	1 bagger	2.00	Backhoe Hydr. Crawler	1.0 cu.m. bucket 320C/CL (138HP)	1.00	Concrete Vibrator, Flexible Shaft	2” Head dia. w/ 5 Amp. Gasoline drive unit	1.00
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
Concrete Mixer	1 bagger	2.00											
Backhoe Hydr. Crawler	1.0 cu.m. bucket 320C/CL (138HP)	1.00											
Concrete Vibrator, Flexible Shaft	2” Head dia. w/ 5 Amp. Gasoline drive unit	1.00											
12	<i>No instructions</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 ₱ 54,301.20 or two (2%) of 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 ₱ 135,752.99 or five percent (5%) of ABC] if bid security is in Surety Bond.</p>												
19	Other appropriate licenses and permit required by law, to wit: BIR Registration Certificate attached during bid opening. All notarized documents.												
19.2	No Partial bids are allowed.												
20	Additional Contract Documents should be attached to the Technical Documents during bid opening with Specifications, General and Special Conditions of the Contract, Supplemental or Bid Bulletin, if any.												
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 in narrative form, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.												

For _____ **USE ONLY.**
NIA Official Receipt #/Date: _____

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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.

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).

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.

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.

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.

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.

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**.

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.

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.

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.

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.

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.

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.

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.

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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	No instructions.
4.1	Upon receipt of NTP.
6	No instructions.
7.2	[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.
10	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 thirty (30) calendar day of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of contract amount.
13	The amount of the advance payment <i>shall not exceed 15% of the total contract price and schedule of payment</i>
14	No further instruction
15.1	The date by which “as built” drawings are required within 30 days after completion.
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 1% of contract amount.



Republic of the Philippines
 DEPARTMENT OF AGRICULTURE
 national irrigation administration
 Camarines Sur IMO – Head Office

For _____ USE ONLY.

NIA Official Receipt #/Date: _____

BILL OF QUANTITIES/BID PROPOSAL SHEET
 CR NO. *RESTOCIS-CS-LCPIS-032-24*

Date: _____

I HEREBY propose to undertake the **RESTORATION OF CANALS AND CANAL STRUCTURE OF BULAWAN CIS, Sipocot, Camarines Sur** under **GAA/RESTOCIS CY 2024** fund, per your invitation to bid posted **February 19, 2024** with an ABC of **₱ 2,715,059.82** and schedule of public bidding on **March 11, 2024 at 10:30 AM** following the two envelope systems, with the detailed items of work and unit costs as follows:

Scope of Work	Unit	Quantity	Unit Cost	Total Cost
CONTRACT WORKS				
I. CIVIL WORKS				
CANAL STRUCTURES				
1. Concrete, Class A (Other Structure)	cu.m.	35.92		
2. Structure Excavation (Mechanized)	cu.m.	951.26		
3. Structure Backfill w/ Compaction (Mechanized)	cu.m.	1,027.26		
4. Gravel Blanket	cu.m.	2.37		
5. Demolition of Concrete	cu.m.	29.64		
6. Reinforcing Steel Bars	kgs.	3,918.22		
7. PVC Waterstop (3/16"x 6") dumbbell type	l.m.	18.00		
CANALIZATION WORKS				
1. Concrete, Class B	cu.m.	38.55		
2. Common Excavation	cu.m.	57.65		
3. Common Backfill	cu.m.	14.16		
4. Gravel Blanket	cu.m.	4.88		
5. Demolition Concrete	cu.m.	32.80		
6. Reinforcing Steel Bar	kgs.	1,219.02		
PROJECT BILLBOARD	L.s.	1.00		
CONSTRUCTION SAFETY AND HEALTH PROGRAM	L.s.	1.00		
GRAND TOTAL				
Total Amount (in figures)				
Total Amount (in words)				

In support of my bid, enclosed in the first envelope is, in cash/manager’s check/bank guarantee/surety bond in the amount of _____ (₱ _____) which is two percent (2%)/five percent (5%) of the total Approved Budget Ceiling (ABC) or Bid Securing Declaration.

Further enclosed herein, are the following documents to wit:

- Bid Prices in the Bill of Quantities
- Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rental used in coming up with the bid.

I further certify to complete the contract works within _____ calendar days.

 Signature

Business Name

Name and Signature

Address

For _____ USE ONLY.

NIA Official Receipt #/Date: _____