

## Invitation to Bid

National Irrigation Administration  
EDSA, Diliman, Quezon City

The NIA Central Office, through its Bids and Awards Committee (BAC), invites contractors to submit bids for the following project under a Design-and-Build (DB) contract:

Procurement / Contract ID	: R4A-LSRIPD-DB-01
Contract Name	: Design and Construction of Earthfill Dam, Reservoir, Appurtenant Structures, and Irrigation Facilities of Lopez Small Reservoir Irrigation Project in Region IV-A
Contract Location	: Cawayanin, Lopez, Quezon
Brief Description	: Design and construction of approximately 23-meter high zoned earthfill dam, with a crest length of 230 meters across Calauag River, and a reservoir capacity of 12.39 million cubic meters of water, together with related irrigation and drainage facilities and appurtenant structures, to service an approximate area of 1,500 hectares.
Approved Budget for the Contract (ABC)	: PhP 1,505,469,843.35
Source of Funds	: General Appropriations Acts
Contract Duration	: 1,080 calendar days (36 months)

The NIA Central Office is conducting the public bidding for this Contract in accordance with Republic Act (RA) No. 9184 and its Implementing Rules and Regulations (IRR). The NIA Central Office will use non-discretionary “pass/fail” criteria in the eligibility check, preliminary examination of bids, evaluation of bids, post-qualification, and award, as specified in the IRR of RA No. 9184.

To be eligible to bid for this Contract, a contractor must meet the following major requirements: (a) Filipino citizen or 60% Filipino-owned partnership/corporation with a Philippine Contractors Accreditation Board (PCAB) license for at least Category AAA/AAAA and Size Range Large B for Dam, Reservoir or Tunneling and/or Irrigation or Flood Control, (b) completion of a similar Design and/or Build contract for Dam, Reservoir or Tunneling and/or Irrigation or Flood Control costing at least 50% of the ABC, or if the bidder has no experience in design and build projects on its own, a subcontracting, partnership, or joint venture with a design or engineering firm which has experience in a design contract for a similar structure costing at least 50% of the ABC, and (c) Net Financial Contracting Capacity (NFCC) at least equal to the ABC.

The schedule of key procurement activities for this Contract is shown below:

Activity	Time	Place
1. Issuance/Downloading of Bidding Documents	<u>May 8, 2024 to June 27, 2024</u>	• Hard copies at BAC Secretariat, <u>NIA</u> Central Office, EDSA, Diliman, Quezon City

		<ul style="list-style-type: none"> <li>Downloadable from PhilGEPs website – <a href="http://www.philgeps.gov.ph">www.philgeps.gov.ph</a></li> </ul>
2. Pre-Bid Conference (PBC)	<u>May 15, 2024; 1:30 P.M.</u>	BAC-A Conference Room, 6 <sup>th</sup> Floor, Building A, NIA Central Office, EDSA, Diliman, Quezon City
3. Deadline of receipt of Bids	<u>June 27, 2024 at 1:00 PM</u>	BAC-A Secretariat Office, 6 <sup>th</sup> Floor, Building A, NIA Central Office, EDSA, Diliman, Quezon City
4. Opening of Bids	<u>June 27, 2024 at 1:30 PM</u>	BAC-A Conference Room, 6 <sup>th</sup> Floor, Building A, NIA Central Office, EDSA, Diliman, Quezon City

All bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in the Instructions to Bidders (ITB) Clause 17.

Bidders shall pay a non-refundable fee of PhP 75,000.00 for the Bidding Documents upon presentation of their Letter of Intent (LOI) from the owner/authorized managing officer with name of employee authorized to purchase bid documents, the LOI should contain the official mailing address, contact number, and e-mail address, (b) original copy of their valid PCAB License signed by the authorized managing officer, and/or (c) duly notarized Joint Venture or Consortium Agreement, if applicable. Bidders that will download the Bidding Documents from the NIA/PhilGEPs website shall pay the fee when they submit their bids upon presentation of the above-listed documents.

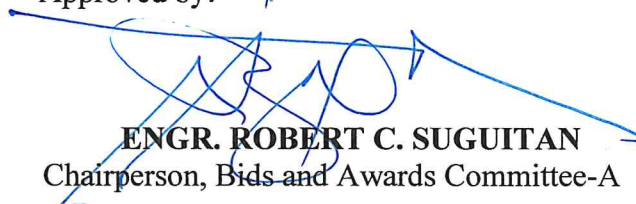
The NIA Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

Any requests for additional information concerning this bidding shall be directed to:

**ENGR. MARCELINO M. LIM**

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Approved by:

  
**ENGR. ROBERT C. SUGITAN**  
Chairperson, Bids and Awards Committee-A

**NATIONAL IRRIGATION ADMINISTRATION**  
**PROCURING ENTITY: NIA CENTRAL OFFICE**

**BIDDING DOCUMENTS FOR  
DESIGN-AND-BUILD CONTRACT**

**PROCUREMENT ID/CONTRACT ID: R4A-LSRIPD-DB-01**

**CONTRACT NAME: Design and Construction of Earthfill Dam,  
Reservoir, Appurtenant Structures, And  
Irrigation Facilities of Lopez Small River  
Irrigation Project**

**CONTRACT LOCATION: Cawayanin, Lopez, Quezon, Region IV-A**

**Date of Opening of Bids: June 27, 2024; 1:30 P.M.**

**Start Date for Issuance of Bidding Documents: May 8, 2024**

## TABLE OF CONTENTS

<b>Glossary of Terms, Abbreviations, and Acronyms .....</b>	<b>5</b>
<b>Section I. Invitation to Bid (IB) .....</b>	<b>8</b>
<b>Section II. Instructions to Bidders (ITB) .....</b>	<b>10</b>
<b>A. General .....</b>	<b>10</b>
1. Scope of Bid .....	10
2. Budget and Source of Funds .....	10
3. Governing Laws and Rules .....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	10
5. Conflict of Interest .....	10
6. Eligible Bidders .....	12
7. Bidder's Responsibilities .....	12
8. Origin of Goods, Works, and Services .....	14
9. Sub-Contracts .....	14
10. Pre-Bid Conference .....	15
<b>B. Bidding Documents .....</b>	<b>16</b>
11. Contents of Bidding Documents .....	16
12. Clarification/Amendment of Bidding Documents through Supplemental/Bid Bulletins .....	16
<b>C. Preparation of Bids .....</b>	<b>17</b>
13. Documents Comprising the Bid .....	17
14. Bid Price .....	20
15. Bid and Payment Currencies .....	20
16. Bid Validity .....	21
17. Bid Security .....	21
<b>D. Submission and Opening Of Bids .....</b>	<b>24</b>
18. Sealing and Marking of Bids .....	24
19. Manner, Place and Deadline for Submission of Bids .....	24
20. Modification and Withdrawal of Bids .....	24
21. Opening and Preliminary Examination of Technical Components of Bids .....	25
<b>E. Bids Evaluation and Post-Qualification .....</b>	<b>26</b>
22. Detailed Evaluation of Technical Components of Bids .....	26
23. Resolution Recommending Bidders that Passed the Evaluation of Technical Components of Bids .....	28
24. Preliminary Examination and Detailed Evaluation of Financial Components of Bids .....	28
25. Post-Qualification .....	29
26. Right of Procuring Entity to Reject Bids .....	31
<b>F. AWARD OF CONTRACT .....</b>	<b>32</b>
27. Award Criterion .....	32
28. Notice of Award .....	32
29. Performance Security .....	34
30. Documents Comprising the Contract .....	34
31. Signing of the Contract .....	35
32. Notice to Proceed .....	36
33. Protest Mechanism .....	36

<b>Section III. Bid Data Sheet (BDS)</b>	<b>37</b>
<b>Section IV. Eligibility Requirements (ER)</b>	<b>42</b>
<b>Section V. Eligibility Data Sheet (EDS)</b>	<b>49</b>
<b>Section VI. General Conditions of Contract (GCC)</b>	<b>50</b>
1. Definitions	50
2. Interpretation	53
3. Governing Language and Law	54
4. Communications	54
5. Procuring Entity's Obligations	54
6. Contractor's Obligations	56
7. Program of Work	59
8. Performance Security	60
9. Sub-Contracting	61
10. Liquidated Damages	62
11. Licenses and Permits	62
12. Contractor's Risk and Warranty Security	62
13. Liability of Contractor	64
14. Procuring Entity's Risk	65
15. Insurance	65
16. Termination for Default of Contractor	65
17. Termination for Default of Procuring Entity	65
18. Termination for Convenience	69
19. Termination for Insolvency	70
20. Termination for Unlawful Acts	70
21. Procedures for Termination of Contracts	70
22. Payment on Termination	73
23. Calibrated Actions for Delays in Implementation	73
24. Force Majeure and Release from Performance	74
25. Resolution of Disputes	75
26. Suspension of Loan, Credit, Grant, or Appropriation	75
27. Procuring Entity's Representative's Decisions	76
28. Approval of Drawings and Temporary Works by the Procuring Entity's Representative	76
29. Acceleration and Delays Ordered by the Procuring Entity's Representative	76
30. Contractor's Right to Claim	76
31. Early Warning	77
32. Management Conferences	77
33. Instructions, Inspections and Audits	77
34. Identification of Defects	77
35. Cost of Repairs	78
36. Correction of Defects	78
37. Uncorrected Defects	78
38. Advance Payment	78
39. Progress Payments	79
40. Retention Money	80
41. Variation Orders	80
42. Punch List	81
43. Suspension of Work	81



44.	Extension of Contract Time .....	83
45.	Price Adjustment.....	84
46.	Certificates of Completion and Acceptance .....	84
47.	Takeover .....	86
48.	As-Built Drawings and Operating and Maintenance Manuals .....	86
<b>Section VII. Special Conditions of Contract (SCC) .....</b>		<b>87</b>
<b>Section VIII. Minimum Performance Standards and Specifications (MPSS) .....</b>		<b>91</b>
A.	Purpose of MPSS .....	91
B.	Project Description .....	91
C.	Design Outputs .....	92
D.	Design Codes .....	97
E.	Design Standards .....	99
1.	Performance Design Standards .....	99
2.	Structural Design Standards .....	100
3.	Materials for the Project .....	100
F.	Construction Standards .....	100
G.	Construction Plan .....	101
H.	Test and Quality Control Requirements .....	103
I.	Project Completion Period .....	104
J.	Warranty .....	104
<b>Section IX. Procuring Entity's Conceptual Design and Other Reference Data .....</b>		<b>106</b>
A.	Procuring Entity's Conceptual Design .....	106
B.	Location Plan .....	108
C.	Project Feasibility Study Report.....	108
D.	Geotechnical Investigation Data .....	108
E.	Other Preliminary Engineering Data – e.g., Topographic, Hydrologic, and Right-of-Way Data .....	109
F.	Socio-Economic Data.....	109
G.	Suggested Pre-Tender Building Information Modeling (BIM) Execution Plan (BEP) Outline.....	109
<b>Section X. Bidding Forms .....</b>		<b>111</b>

## ***Glossary of Terms, Abbreviations, and Acronyms***

**AIM** – Asset Information Model

**Approved Budget for the Contract (ABC)** – The budget for an infrastructure contract duly approved by the Head of the Procuring Entity (HoPE), as provided for in the General Appropriations Act (GAA).

**BAC** – Bids and Awards Committee.

**BEP** – BIM Execution Plan

**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.” (RA 9184-IRR, Section 5[c])

**Bidder** – A contractor who submits a bid in response to the requirements of the Bidding Documents. (RA 9184-IRR, Section 5[d])

**Bidding Documents (BDs)** – 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 infrastructure projects required by the Procuring Entity. (RA 9184-IRR, Section 5[e])

**BIM**- Building Information Modeling

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Contract** – An agreement entered into between the Procuring Entity and the Contractor for an infrastructure project, as recorded in the Contract Form signed by the parties, including all attachments and other documents incorporated by reference therein.

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

**DB** – Design-and-Build Scheme.

**DPWH** - Department of Public Works and Highways.

**DTI** - Department of Trade and Industry.

**EIR** – Exchange Information Requirements

**ePS** - electronic Procurement System of the NIA.

**Foreign-Funded Procurement or Foreign-Assisted Project (FAP)** – Procurement or project whose funding source is from a foreign government or foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (IRR Section 5[b]).

**GOP** – Government of the Philippines.

**GPPB** - Government Procurement Policy Board.

**IDD** – Integrated Digital Delivery

**Infrastructure Projects** – 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. (RA 9184-IRR, Section 5[u])

**LGUs** – Local Government Units.

**MPSS** – Minimum Performance Standards and Specifications.

**NEDA** - National Economic and Development Authority.

**Net Financial Contracting Capacity (NFCC)** - A numerical rating of the Contractor's capability to support the funding requirements to implement the infrastructure under the contract. In accordance with the IRR of RA 9184, the NFCC of a contractor is calculated as: [(Current assets minus current liabilities) (15)] minus [the value of all outstanding or uncompleted portions of projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid]. The required NFCC must at least be equal to the ABC of the infrastructure to be bid.

**NIA** - National Irrigation Administration.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**PIP** – Project Information Plan

**Procurement** - The acquisition of goods, consulting services, and the contracting for infrastructure projects by the Procuring Entity. In case of projects involving mixed procurements, the nature of the procurement, i.e., goods, infrastructure projects or consulting services, shall be determined based on the primary purpose of the contract. (RA 9184-IRR Section 5-nn))

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.



**Single Largest Completed Contract (SLCC)** – A measure of the technical capability of a contractor to undertake the infrastructure contract to be bid. The SLCC of a contractor is the contract completed by the contractor similar to the contract to be bid and with the highest cost, adjusted to current prices, using the official price indices of the Philippine Statistics Authority (PSA). The required SLCC must be at least fifty percent (50%) of the ABC of the contract to be bid.

**VDC** – Virtual Design and Construction

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

National Irrigation Administration  
EDSA, Diliman, Quezon City

The NIA Central Office, through its Bids and Awards Committee (BAC), invites contractors to submit bids for the following project under a Design-and-Build (DB) contract:

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The schedule of key procurement activities for this Contract is shown below:

Activity	Time	Place
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4. Opening of Bids	<u>June 27, 2024 at 1:30 PM</u>	BAC-A Conference Room, 6 <sup>th</sup> Floor, Building A, NIA Central Office, EDSA, Diliman, Quezon City

All bids **must** be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in the Instructions to Bidders (ITB) Clause 17.

Bidders shall pay a non-refundable fee of **Php 75,000.00** for the Bidding Documents upon presentation of their Letter of Intent (LOI) from the owner/authorized **managing officer** with name of employee authorized to purchase bid documents, the LOI should contain the official mailing address, contact number, and e-mail **address**, (b) original copy of their valid PCAB License signed by the authorized managing officer, and/or (c) duly notarized Joint Venture or Consortium Agreement, if applicable. Bidders that will download the Bidding Documents from the NIA/PhilGEPS website shall pay the fee when they submit their bids upon presentation of the above-listed documents.

The NIA Central Office 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 IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

Any requests for additional information concerning this bidding shall be directed to:

**ENGR. MARCELINO M. LIM**

The Head, BAC-A Secretariat  
Office of the BAC-A Secretariat  
6th Floor, NIA Building A  
National Irrigation Administration  
Telephone Nos. 8929-60-71 to 78 Local 127  
E-mail Address: [bac-a@nia.gov.ph](mailto:bac-a@nia.gov.ph)  
Website: [www.nia.gov.ph](http://www.nia.gov.ph)

Approved by:

  
**ENGR. ROBERT C. SUGUITAN**  
Chairperson, Bids and Awards Committee-A

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

### **A. GENERAL**

#### **1. Scope of Bid**

- 1.1. The Procuring Entity, as defined in the BDS, invites bids for the Design-and-Build Works of the Project, as described in the BDS. The name and identification number of the Contract is provided in the BDS.
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in SCC Clause 1.19.

#### **2 Budget and Source of Funds**

The Procuring Entity has an Approved Budget for the Contract (ABC) in the amount indicated in the BDS. The source of funds for the contract is likewise indicated in the BDS.

#### **3. Governing Laws and Rules**

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.

○

#### **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. Conflict of Interest**

- 5.1 All Bidders found to have a conflict of interest shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have a conflict of interest with another Bidder in any of the events described in items a through d of this ITB Clause 5.1 and a general conflict of interest in any of the circumstances set out in items e through g of ITB Clause 5.1:

- a. A Bidder has controlling shareholders in common with another Bidder.
- b. A Bidder receives or has received any direct or indirect subsidy from any other Bidder.
- c. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid.
- d. A Bidder has a relationship, directly or through third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project.
- e. A Bidder submitted more than one Bid in this bidding process. However, this does not limit the participation of sub-contractors in more than one Bid.
- f. A Bidder participated as a consultant in the preparation of the design or technical specifications of the infrastructure, goods and related services that are the subject of the Bid.
- g. A Bidder lent, or temporarily seconded, its personnel to firms or organizations which are engaged in consulting services for the preparation related to the procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

**5.2** In accordance with Section 47 of the IRR of RA 9184, the Bidder's Omnibus Sworn Statement (Form NIA-INFRA-17) required in ITB Clause 7.2 must include in item 6 thereof a statement that it is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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. Failure to comply with the aforementioned provision shall be a ground for the automatic disqualification of the bid in consonance with Section 47 of the IRR, notwithstanding the act of such persons inhibiting themselves from the procurement process. On the part of the bidder, this provision shall apply to the following persons:

- a. If the Bidder is an individual or a sole proprietorship, to the Bidder himself.
- b. If the Bidder is a partnership, to all its officers and members.
- c. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders.

- d. If the bidder is a cooperative, to all its officers, directors, and controlling shareholders or members.
- e. If the Bidder is a joint venture (JV), to each member of the JV for the applicable items a, b, c, or d of this Clause.

## **6. Eligible Bidders**

Bidders must meet the Eligibility Requirements (ER) provided in Section IV of these BDs.

## **7. Bidder's Responsibilities**

**7.1** The Bidder is responsible for ensuring the following:

- a. The Bidder is the sole proprietor or duly authorized representative of the Bidder.
- b. The Bidder has 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 Project, as shown in the submitted duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.
- c. The 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.
- d. 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.
- e. The Bidder is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted.
- f. If the Bidder is a single proprietorship, it is not related to the Head of the Procuring Entity (HoPE), the Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit (EUU), or the project consultants, by consanguinity or affinity up to the third civil degree; or if the Bidder is a partnership or cooperative, none of its officers and members is related to the HoPE, the Procurement Agent if engaged, members of the BAC, the TWG, the BAC Secretariat, the head of the PMO or the EUU, or the project consultants, by consanguinity or affinity up to the third civil degree; or if the Bidder is a corporation or joint venture, none of



its officers, directors, and controlling stockholders is related to the HoPE, the Procurement Agent if engaged, members of the BAC, the TWG, the BAC Secretariat, the head of the PMO or the EUU, or the project consultants, by consanguinity or affinity up to the third civil degree;

- g. The Bidder complies with existing labor laws and standards; and
- h. The Bidder is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - (1) Carefully examining all of the Bidding Documents;
  - (2) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - (3) Making an estimate of the facilities available and needed for the Contract to be bid, if any; and
  - (4) Inquiring or securing Supplemental/Bid Bulletin(s) issued for this Lopez Small Reservoir Irrigation Project.
- i. The 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.
- j. 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 7.2** In accordance with RA 9184-IRR Section 25.3, the Bidder or its duly authorized representative shall submit an Omnibus Sworn Statement, covering the responsibilities stated in ITB Clause 7.1 above, using Form NIA-INFRA-17.
- 7.3** The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the infrastructure contract and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 7.4** It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.

- 7.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 7.6 Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 7.7 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7.8 Bidders should note that the Procuring Entity shall only accept Bids from Bidders that have purchased the BDs from the office indicated in the IB, or have downloaded the BDs from the NIA website subject to the payment of the fee for the BDs upon submission of their bids.

## **8. Origin of Goods, Works, and Services**

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## **9. Sub-Contracts**

- 9.1 Unless otherwise specified in the **BDS**, sub-contracting of the infrastructure under the Contract shall be subject to the provisions of Clauses 9.2 to 9.7.
- 9.2 All sub-contracts shall be subject to prior approval of the concerned Heads of the NIA Procuring Entity within the limits of their delegated authority to approve the original contracts.
- 9.3 The contractor may sub-contract portions of the infrastructure contract to such an extent as may be approved by the Procuring Entity and stated in the BDS, provided that the main contractor shall directly undertake, using its own resources, not less than fifty percent (50%) of the infrastructure contract in terms of cost.
- 9.4 Each sub-contractor must comply with the eligibility criteria as specified in the Eligibility Requirements (ER) for the portion of the infrastructure Contract to be sub-contracted to that sub-contractor - e.g., applicable license from the Philippine Constructors Accreditation Board, Professional Regulations Commission (PRC), satisfactory completion of works similar to the portion of the contract to be sub-

contracted and costing at least fifty percent (50%) of the cost of such portion, and sufficient Net Financial Contracting Capacity to cover the cost of the work to be sub-contracted, as well as minimum equipment and manpower for the sub-contracted work set by the Procuring Entity. These requirements shall not apply to labor pakyaw contracts provided in the IRR Appendix 11.

- 9.5 The bidder/main contractor may identify the sub-contractors to whom portions of the contract Works will be sub-contracted at any stage of the bidding process or during contract implementation, provided that any sub-contracting requires prior approval of the Procuring Entity. If the bidder opts to disclose the name of the sub-contractors during the bid submission, the bidder shall include the required eligibility documents for the sub-contractors as part of the technical component of its bid. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and approval of the Procuring Entity.
- 9.6 Sub-contracting of any portion of the contract shall not relieve the main contractor from any liability or obligation that may arise from the contract. The main contractor shall be responsible for the acts, defaults, and negligence of any subcontractor, its agents or workmen.
- 9.7 For any assignment and sub-contracting of the contract or any part thereof made without prior written approval by the concerned HoPE, the NIA shall impose on the erring contractor, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 3, Section 4.2 of the IRR of RA 9184, without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## **10. Pre-Bid Conference**

- 10.1 The Procuring Entity will hold a Pre-Bid Conference for this Project on the specified date, time, and place indicated in the IB.
- 10.2 Bidders are encouraged to attend the Pre-Bid Conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the Pre-Bid Conference and the Supplemental/Bid Bulletin. The minutes of the Pre-Bid Conference shall be recorded and prepared not later than five (5) calendar days after the Pre-Bid Conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 10.3 Any statement made at the Pre-Bid Conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as

an amendment thereto and issued as a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **B. BIDDING DOCUMENTS**

### **11. Contents of Bidding Documents**

The set of Bidding Documents (BDs) for the specific contract at hand consists of the documents listed below and bulletins issued in accordance with ITB Clause 11.

Section I.	Invitation to Bid (IB)
Section II.	Instructions to Bidders (ITB)
Section III.	Bid Data Sheet (BDS)
Section IV.	Eligibility Requirements (ER)
Section V.	Eligibility Data Sheet (EDS)
Section VI.	General Conditions of Contract (GCC)
Section VII.	Special Conditions of Contract (SCC)
Section VIII.	Minimum Performance Standards and Specifications
Section IX.	Procuring Entity's Conceptual Design and Other Reference Data
Section X.	Bidding Forms (BFs)

### **12. Clarification/Amendment of Bidding Documents through Bulletins**

- 12.1 Prospective Bidders may request clarification(s) or an interpretation of any part of the BDs. Such a request must be in writing and submitted to 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. The BAC of the Procuring Entity shall respond to the said request by issuing a Bid Bulletin which shall answer the questions of the Bidders without identifying the sources, to be made available to all those who have properly secured BDs, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
- 12.2 The BAC, upon its initiative, may also issue Supplemental/Bid Bulletins to amend or clarify any provision of the BDs, to be made available to all those who have properly secured BDs, not later than seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 12.3 Any Supplemental/Bid Bulletin issued by the BAC shall be posted on the websites of the NIA and the PhilGEPS, and at any conspicuous place in the premises of the Procuring Entity. It shall be the responsibility of all Bidders who secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 20.

## C. PREPARATION OF BIDS

### 13. Documents Comprising the Bid

**13.1** The Bid shall consist of the Technical Component and the Financial Component which shall be submitted simultaneously in two separate sealed envelopes.

**13.2** Unless otherwise indicated in the BDS, the Technical Component (first envelope) shall include the following documents:

a. **Technical Component (First Envelope):**

1) **Eligibility Requirements**

The eligibility requirements for Design and Build infrastructure projects shall comply with the applicable provisions of Sections 23 to 24 of IRR.

A modified set of requirements integrating eligibility documents and criteria for infrastructure projects and consulting services shall be adopted, as follows:

i. **Class “A” Documents (Legal, Technical and Financial Documents) and Class “B” Documents**

The prospective bidder shall submit all the required Class “A” and Class “B” documents for infrastructure projects and the following:

- a) Relevant statements of all on-going, completed, awarded but not yet started design/design and build related contracts, curriculum vitae of key staff, partners or principal officers; and
- b) Valid licenses issued by the Professional Regulatory Commission (PRC) for design professionals.

ii. **Eligibility Criteria**

- a) The eligibility of design and build contractors shall be based on the legal, technical and financial requirements abovementioned. In the technical requirements, the design and build contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of R.A. 9184, where one of the parties (in a joint venture/consortia) should have at least one similar project, both in design and construction, with at least 50% of the cost of the ABC.
- b) If the bidder has no experience in design and build projects on its own it may enter into subcontracting, partnerships, or joint venture

with design or engineering firms for the design portion of the contract.

- c) The relevant provisions under Section 23.4.2 of the IRR of R.A. 9184 on eligibility requirements shall be observed, with the following exceptions:

Joint ventures/consortia among Filipino contractors and consultants or among Filipino contractors and foreign consultants shall be allowed subject to pertinent laws and the relevant provisions of the IRR of R.A. 9184. The joint **venture/consortia** shall be jointly and severally responsible for the obligations and the civil liabilities arising from the design and build contract: Provided, however, That Filipino ownership or interest thereof shall be at least seventy five percent (75%): Provided further, That joint ventures/consortia in which Filipino ownership or interest is less than seventy-five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by Filipinos and that Filipino ownership or interest shall not be less than twenty-five percent (25%): Provided, finally, that when the design services in which the joint venture wishes to engage involve the practice of professions regulated by law, all those who will actually perform the services shall be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions and where foreign designers are required, the foreign designer must be authorized by the appropriate Philippine Government professional regulatory body to engage in the practice of those professions and allied professions.

- 2) **PhilGEPS Certificate of Registration and Membership** covering the following Class "A" Eligibility Documents, in accordance with RA 9184-IRR Section 8.5.2: SEC/DTI/ CDA Registration, Mayor's/Business Permit, Tax Clearance, PCAB License and Registration, and Audited Financial Statement. The bidder shall submit to the BAC, as part of the Eligibility Documents under the Technical Component of its bid for the contract, all other Class "A" and Class "B" Eligibility Documents which are not covered by the PhilGEPS Certificate.
- 3) **Current PCAB License and Registration.** The bidder shall still submit this document as part of the Technical Component of its bid, even if this is already covered by the PhilGEPS Certificate, since it is needed to provide detailed data to be used in the Eligibility Check.
- 4) **Bid Security** in the prescribed form, amount and validity period, or Bid Securing Declaration (Form NIA-INFRA-11, NIA-INFRA 12, or NIA-INFRA-13).



- 5) **Bidder's Preliminary Engineering Design Plan** for the Project which shall comply with the MPSS and show (a) the overall configuration of the facility when completed, (b) the scope and components, (c) the required ROW which shall consist of the preliminary Basic ROW as defined by the Procuring Entity or portions thereof that the Bidder intends to use for the project and any additional ROW that the Bidder also plans to utilize for the project, and (d) the functions, service levels, and performance characteristics of the Project outputs - with a degree of detail within plus or minus twenty percent (+/-20%) of the final quantities of the Project components.
- 6) **Design and Construction Methods**, which shall conform to the MPSS (Form NIA-INFRA-54).
- 7) **List of Contractor's Key Design and Construction Personnel**, to be assigned to the contract - e.g., Project Manager, Design Manager, Project Engineer, BIM Manager or Digital Delivery Lead, and Materials Engineers - to be assigned to the contract, with their complete qualification and experience data (Form NIA-INFRA-15A). These personnel shall meet the minimum requirements specified in the BDS
- 8) **List of Contractor's Major Construction and Laboratory 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 (Form NIA-INFRA-16). These equipment units must meet the minimum requirements for the contract set in the Instructions to Bidders.
- 9) **Value Engineering (VE) Analysis** of design and construction methods, which shall be undertaken in accordance with the DPWH Guidelines for VE.
- 10) **Bidder's Pre-Tender BIM Execution Plan (BEP)**, corresponding to its Preliminary Engineering Design Plan and compliant with the MPSS.
- 11) **Organizational Chart for the Contract** (Form NIA-INFRA-14A).
- 12) **Omnibus Sworn Statement** by the Bidder, covering the responsibilities provided in ITB Clause 7.1 of this ITB (Form NIA-INFRA-17).

b. **Financial Component (Second Envelope):**

- 1) **Bid Form**, indicating the Lump-Sum Bid Price, which shall cover all design and construction costs (Form NIA-INFRA-10A).
- 2) **Supporting Detailed Estimates**, which shall include a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid. The Detailed Estimates

shall be used as a supporting reference document to the Lump-Sum Bid Price and shall not be used as a basis for evaluating billings which shall instead be based on deliverable outputs as provided in item 3) below.

- 3) **Supporting Cash Flow, by Quarter, and Payments Schedule** as a percentage of the Lump-Sum Bid Price, based on the schedule of deliverable outputs as provided in GCC Clause 37 (Form NIA-INFRA-20).
- 4) **Estimated Annual Operating and Maintenance (O&M) Costs of the completed facility**, over the life of the project. These shall be used by the Procuring Entity to calculate the Economic Rate of Return (EIRR), which shall at least be equal to the Social Discount Rate of ten percent (10%) set by the National Economic and Development Authority (NEDA).

- 13.3 Unless indicated in the **BDS**, all Lump-Sum Bids that exceed the ABC shall not be accepted.
- 13.4 The bidder may use, as reference, the checklist of requirements for its Technical and Financial Components of the DB Bids, as shown in Form NIA-INFRA-54.

## 14. Bid Prices

- 14.1 The Bidder shall submit, using the Bid Form in Clause 13.2b-1), its **Lump-Sum Bid Price** for the whole infrastructure Design-and-Build Works, as described in ITB Clause 1.
- 14.2 The Bidder shall also include, in its Lump-Sum Bid Price, all duties, taxes, and other levies payable by the Contractor under the Contract, as well as provisions for increases in construction prices until the completion of Construction.
- 14.3 The Lump-Sum Bid Price shall be considered as fixed and, therefore, not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 43. Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 15. Bid and Payment Currencies

- 15.1 All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.

- 15.2 If so allowed in accordance with ITB Clause 15.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 15.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

## 16. Bid Validity

- 16.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids. If a bid is valid for a shorter period than that prescribed, it shall be rejected by the NIA as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The Bid Security described in ITB Clause 17 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its Bid Security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 17. Bid Security

- 17.1 The Bidder shall submit to the Procuring Entity, as part of its Bid, a Bid Security in Philippine Pesos currency in any of the following forms and corresponding amounts:

**Forms and Amounts of Bid Security**

Form	Minimum Amount
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%) of ABC
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank (Use Form NIA-INFRA-11 or 12)	Two percent (2%) of ABC
c. Surety bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Five percent (5%) of ABC

- 17.2 The Bid Security may also be in the form of a Bid Securing Declaration (Use Form NIA-INFRA-13). This is an undertaking which states, among others, that the Bidder shall enter into contract with the Procuring Entity and furnish the required Performance Security within ten (10) calendar days, or less, as indicated in the BDs,

from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the Government Procurement Policy Board (GPPB).

- 17.3 The Bid Security should be valid for the period specified in the BDS.
- 17.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 17.5 No Bid Securities shall be returned to Bidders after the opening of Bids and before contract signing, except to those that failed to comply with any of the requirements to be submitted in the Technical Proposal and Financial Proposal of the Bid, as provided in the IRR of RA 9184. Without prejudice to the forfeiture of Bid Securities, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid has signed the Contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in the BDS.
- 17.6 The Bid Security may be forfeited:
  - a. if the Bidder withdraws its Bid after Bid opening during the period of Bid validity; or
  - b. if the Bidder does not accept the correction by the Bids and Awards Committee of arithmetical and computational errors in its Bid prices; or
  - c. in the case of the winning Bidder, if the Bidder fails, within ten (10) days from its receipt of the Notice of Award, to:
    - (i) submit to the Procuring Entity the following documents:
      - (a) Notice of Award with the bidder's signed "conforme;"
      - (b) Authority of Signing Official/Board Resolution/Secretary's Certificate;
      - (c) For a joint venture (JV) among contractors, Contractor's PCAB Special JV License and JV Agreement;
      - (d) Performance Security (Use Form NIA-INFRA-44 or NIA-INFRA-45);
      - (e) Design and Construction Methods (Use Form NIA-INFRA-54);
      - (f) Design and Construction Schedule in the form of PERT/CPM Diagram or Precedence diagram and Bar Chart

with S-Curve, or other approved tools of project scheduling;

- (g) Construction Safety and Health Program (Use Form NIA-INFRA-50);
  - (h) Contractor's All Risk Insurance (CARI);
  - (i) Latest Income Tax and Business Returns duly stamped and received by BIR and duly validated with the tax payments made. Tax Clearance from the BIR to prove full and timely payment of taxes;
  - (j) For a local contractor, Certification under oath stating that the Contractor is free and clean of all tax liabilities;
  - (k) For a foreign bidder, valid PCAB License and Registration for the type and cost of the contract to be bid, when the Treaty or International or Executive Agreement expressly allows submission of the PCAB License and Registration for the type and cost of the contract to be bid as a pre-condition to the NOA; and
- (ii) sign the Contract Agreement; or
- d. if the Bidder submits eligibility requirements that contain false information or falsified documents, or conceals such information, in order to influence the outcome of the eligibility screening or any other stage of the bidding; or
  - e. if the Bidder submits Bids that contain false information or falsified documents, or conceals such information in the Bids, in order to influence the outcome of the bidding; or
  - f. if the Bidder allows the use of its name by another contractor, or uses the name of another contractor, for purposes of public bidding; or
  - g. if the Bidder refuses to clarify or validate in writing its Bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification; or
  - h. if the Bidder makes any documented unsolicited attempt to unduly influence the outcome of the bidding in its favor; or
  - i. if the Bidder commits any other act that tends to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding or submitting letters of non-participation for at least three (3) times within twelve (12) months, except for valid reasons.

## **D. SUBMISSION AND OPENING OF BIDS**

### **18. Sealing, Marking, and Number of Copies of Bids**

The Bidder shall submit to the BAC three (3) hard copies – i.e., one original and two certified true copies - of its complete Bid containing two sealed envelopes – one marked “Technical Component” and the other marked “Financial Component” – which shall then be enclosed in one single envelope marked “Bid for the *[Contract Name]*”.

### **19. Manner, Place and Deadline for Receipt of Bids**

Bids must be submitted to and received by the BAC of the Procuring Entity on or before the deadline and at the address indicated in the IB.

Any Bid submitted after the said deadline for the receipt of Bids shall be declared and stamped “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of the bid submission and opening, the bidder’s name, its representative and the time the late bid was submitted.

### **20. Modification and Withdrawal of Bids and Discounts**

- 20.1** The Bidder may modify its Bid after it has been submitted provided that the modification is received by the Procuring Entity prior to the deadline prescribed for the receipt of Bids by the BAC. The Bidder shall not be allowed to retrieve its original Bid, but shall be allowed to submit another Bid equally sealed, properly identified and linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 20.2** A Bidder may, through a Letter of Withdrawal, withdraw its Bid after it has been submitted, for valid and justifiable reasons, provided that the Letter of Withdrawal is received by the Procuring Entity not later than the deadline prescribed for the receipt of Bids. The letter of withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 20.3** Bids requested to be withdrawn shall be returned unopened to the Bidders. A Bidder that withdraws its Bid shall not be permitted to submit another Bid, directly or indirectly, for the same contract.
- 20.4** No Bid may be modified after the deadline for the receipt of Bids. No Bid may be withdrawn in the interval between the deadline for the receipt of Bids and the expiration of the period of Bid validity specified by the Bidder in accordance with ITB Clause 17. Withdrawal of a Bid during this interval may result in the forfeiture of the Bidder’s Bid Security, pursuant to ITB Clause 17, and the



imposition of administrative, civil and criminal sanctions as prescribed by R.A. 9184 and its IRR.

- 20.5 The Bidder may offer discounts and reflect these on the Bid Form. In this case, discounts will be considered when computing for the total calculated bid price.

## **21. Opening and Preliminary Examination of Technical Components of Bids**

- 21.1 The BAC shall open the Bid envelopes in public at the time, on the date, and at the place specified in the IB. Bidders' representatives who are present shall sign a register evidencing their attendance. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a bid bulletin to be posted in the NIA and PhilGEPS websites.
- 21.2 The BAC shall read out and record letters of withdrawal, and return the unopened envelopes containing the corresponding withdrawn Bid to the Bidders concerned.
- 21.3 Outer envelopes marked "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" shall be identified but not opened. The BAC shall announce the presence and type of modification from the information contained on the outer envelope.
- 21.4 The BAC shall then conduct the Preliminary Examination of the Bids. The purpose of this examination is solely to determine the "presence-or-absence" of each of the required documents comprising the bid, as stated in Clause 13 above, using a simple non-discretionary "pass (if present) – or - fail (if absent)" criterion, with the aid of checklists.
- 21.5 The BAC shall first open and undertake the Preliminary Examination of the envelopes containing the Technical Components of the Bids, one at a time, and reading out and recording the following:
- a. Name of the Bidder.
  - b. Whether there is a technical modification or substitution.
  - c. Presence, amount and validity of the Bid Security.
  - d. Presence or absence of each document comprising the Technical Proposal vis-à-vis a checklist of the required documents.
- 21.6 The BAC of the Procuring Entity shall determine each Bidder's compliance with the documents required to be submitted for the Technical Component of the Bid, as prescribed in ITB Clause 13. For this purpose, the BAC shall check the submitted documents in the Technical Component envelope against a checklist (Form NIA-INFRA-30) of the required documents to ascertain if the latter are all present in the Technical Component envelope. If the required document is present, the Technical Component shall be rated as "passed" for that particular requirement. On the other hand, if the required document is absent, i.e., missing,

incomplete or patently insufficient, the Technical Component shall be rated as "failed" for that particular requirement. In case one or more of the required documents in the Technical Component of a particular Bid is absent - i.e., missing, incomplete, or patently insufficient - the BAC shall rate the Technical Component as "failed" and immediately return to the Bidder concerned its second envelope (Financial Component) unopened. If all of the required documents in the Technical Component envelope are present, the Technical Component is rated as "passed" insofar as the Preliminary Examination of such Component is concerned.

## E. BIDS EVALUATION AND POST-QUALIFICATION

### 22. Detailed Evaluation of Technical Components of Bids

- 22.1 The BAC shall evaluate, in detail, the Technical Components of the bids that passed the Preliminary Examination of the Technical Components, particularly the following:
- a. Eligibility Requirements, as provided in Section IV of these Bidding Documents (Eligibility Check).
  - b. Bid Security as to compliance with the allowable form, amount and validity period.
  - c. Bidder's Preliminary Engineering Design Plan as to its Adequacy and Compliance with the MPSS, including degree of detail. The BAC shall rate the bidder on this criterion on a "pass/fail" basis. Hence, if the BAC finds that all of the bidder's Preliminary Engineering Design Plans comply with to the MPSS, the BAC shall rate the bidder "passed." If the BAC finds that any of the bidder's Preliminary Engineering Design Plans does not comply with the MPSS, the BAC shall rate the bidder "failed."
  - d. Bidder's Design and Construction Methods as to their Feasibility and Compliance with the MPSS, with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions. The BAC shall rate the bidder on this criterion using the following rating system, which gives the maximum possible points for each sub-criterion.

Sub-Criterion and Characteristics	Maximum Points
<b>A. Plan Approach</b>	<b>80</b>
1. <b>Clarity</b> – quality of narrative description of methodology and works plan	20
a. The description discussed fully all aspects of the design and construction services.	(7)
b. The works plan is described in proper order of works activities.	(7)
c. There are no significant errors and irrelevant discussions.	(6)
2. <b>Feasibility</b> - doability of works plan	20

Sub-Criterion and Characteristics	Maximum Points
a. The proposed team includes all required key personnel, and the tasks of each key personnel are clearly defined.	(5)
a. The works activities are achievable and given in logical sequence.	(5)
b. The assignment of personnel is consistent with the works activities.	(5)
c. Each of the key personnel has a letter of commitment to works on the project.	(5)
3. <b>Innovativeness</b> – adoption of appropriate technology and tools.	20
a. The methodology completely describes the proposed design and construction technology and tools.	(8)
b. There is adequate discussion on how the proposed technology will enhance the quality of works outputs and ensure the timely completion of the project.	(12)
4. <b>Comprehensiveness</b> - completeness and adequate level of detail of the works plan as to how the design and construction services shall be carried out in compliance with the MPSS	20
a. All works required in the design and construction are sufficiently covered in the activity works schedule.	(5)
b. All required key personnel are covered in the Team composition and tasks.	(5)
c. There is a clear presentation of interdependency of works activities.	(5)
d. The works plan integrates interactions among the bidder, concerned NIA offices, LGUs, and other Government offices.	(5)
<b>B. Interpretation of Project Problems, Risks and Suggested Solutions</b>	<b>20</b>
1. Quality of interpretation of problems and risks that may be encountered in performing the design and construction services.	10
2. Appropriateness or doability of suggested solutions to address the problems and risks.	10
a. The suggested solutions are responsive to the problems and practicable.	(5)
b. There is clear discussion on how the proposed solutions shall be carried out.	(5)
<b>Grand Total</b>	<b>100</b>

To qualify, the bidder must obtain a preset minimum or passing rating of 60 points on this sub-criterion of Design and Construction Methods.

- e. Key Personnel to be Assigned to the Project, as to their qualifications, including profession and experience, and their suitability to perform their particular assignments in the project. For this purpose, the bidder must meet the minimum requirements for education and experience of the key personnel, as provided in ITB Clause 13.2a7).
- f. Major Construction and Laboratory Equipment Units to be Assigned to the Project, which are owned, leased, and/or under purchase agreements, as to their adequacy and suitability for the project. These equipment units must meet the minimum requirements for the contract set in ITB Clause 13.2a8).

- g. Bidder's Value Engineering (VE) Analysis, as to its adequacy and feasibility for the project, vis-a-vis the NIA VE Guidelines.
  - h. Bidder's Pre-Tender BIM, as to its adequacy, compliance with the MPSS, and consistency with the Bidder's Preliminary Engineering Design Plans.
  - i. Organizational Chart for the Contract, as to its suitability for the project.
  - j. Omnibus Sworn Statement, as to its completeness, including the required notarization.
- 22.2 For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the Procuring Entity, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals, as provided in the BDS.
- 22.3 All bidders that pass all of the Technical Evaluation criteria under ITB Clause 22.1 shall be considered on equal footing.

### **23. Resolution Recommending Bidders that Passed the Evaluation of Technical Components of Bids**

The BAC shall then issue a resolution (a) recommending to the HoPE the list of the bidders that passed the detailed evaluation of the Technical Components and (b) setting the date for the opening of the Financial Components of the said bidders.

### **24. Preliminary Examination and Detailed Evaluation of Financial Components of Bids**

- 24.1 After the HoPE's approval of the resolution stated in Clause 23, the BAC shall, on the designated date, open the Financial Proposals of the bidders that passed the detailed evaluation of the Technical Proposals and then conduct a detailed evaluation of the Financial Proposal of each bidder. The BAC shall use non-discretionary criteria – including arithmetical corrections for computational errors – as stated in the Section 3.6.4 of NCPM Volume II Main Guidelines, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC.
- 24.2 For each Bid, the BAC shall compute the indicative EIRR of the project using the total calculated bid price and the estimated O&M costs submitted as part of the Bid. The computed EIRR must at least be equal to the Social Discount Rate of ten percent (10%); if not, the bid will automatically be disqualified.
- 24.3 The total calculated bid prices (not exceeding the ABC), with an indicative EIRR of at least equal to the Social Discount Rate of ten percent (10%), shall then be

ranked, in ascending order, from lowest to highest, and recorded in the Abstract of Bids as Calculated, using Form NIA-INFRA-34.

- 24.4 From the ranking in Clause 24.3, the BAC shall consider the bid with the lowest total calculated bid price, with a passing indicative EIRR, as the Lowest Calculated Bid (LCB).

## 25. Post-Qualification

- 25.1 The BAC shall conduct the Post-Qualification of the Bidder with the LCB, i.e., it shall confirm and validate to its satisfaction whether that Bidder fully complies with and is responsive to all the requirements and conditions specified in the ITB, as of the date of the Post-Qualification.

- 25.2 Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements to the BAC:

- a. Latest income and business tax returns.
- b. Other latest appropriate licenses and permits required by law and stated in the BDs.

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 25.3 The Post-Qualification shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 6, 11, and 13, considering the latest information as of the date of the Post-Qualification, as well as other information as the Procuring Entity deems necessary and appropriate, using non-discretionary "pass/fail" criteria.

- 25.4 The Post-Qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the LCB, using non-discretionary criteria. These criteria shall consider, but shall not be limited to, the following:

- a. Legal Requirements. Licenses, certificates, permits, and agreements submitted by the bidder, and non-inclusion in the blacklist of contractors.
- b. Technical Requirements. Compliance of the bids for the project with the requirements in the BDs, including, where applicable, the following:
  - (1) Competence and experience, including the declared Single Largest Completed Contract (SLCC) similar to the contract being procured.
  - (2) Competence, experience, availability and commitment of the bidder's key personnel to be assigned to the contract, as against the minimum requirements in the BDS.

- (3) Performance of the bidder in its on-going government and private contracts, with the aid of (i) monitoring reports posted in the NIA website, (ii) CPES Reports, (iii) monitoring reports of other Agencies, and (iv) other relevant references, to determine if any of these on-going contracts shows:
  - (a) negative slippage of at least fifteen percent (15%) in a single contract, or
  - (b) negative slippage of at least ten percent (10%) in two (2) or more contracts, or
  - (c) failure of the contractor to commence repair works on on-going contracts within seven (7) days and to complete them within thirty (30) days after receipt of the procuring entity's notice of defects and deficiencies, or
  - (d) failure of the contractor to commence repair works on contracts with pending certificates of acceptance within thirty (30) days and to complete the works within ninety (90) days after receipt of the Agency's notice of defects and failures, or
  - (e) any substandard quality of Design or Construction works as per contract plans and specifications, or
  - (f) any unsatisfactory performance of the contractor's Design or Construction obligations as per contract, or
  - (g) liquidated damages currently imposed on the contractor;
- (4) Sufficiency of the Bid Security as to type, amount, form, coverage, and validity period as required in the Bidding Documents.
- c. Financial Requirements. Bid price of the bidder, the bidder's stated net worth and liquid assets, net working capital, the value of all outstanding or unfinished works under contract, and the bidder's NFCC, as recalculated considering developments in the bidders' other projects, whenever applicable. This is done to ensure that the bidder can sustain the operating cash flow of the transaction. This process involves the following:
  - (1) Examination of the latest audited financial statement, especially current assets and liabilities.
  - (2) Checking of up-to-date value of all outstanding or uncompleted Works under ongoing and awarded contracts coinciding with the contract being procured.
  - (3) Checking of the updated NFCC if it is at least equal to the ABC.



If the BAC verifies any of these deficiencies to be due to the Contractor's fault or negligence, the Procuring Entity shall disqualify the Contractor from the Award for the procurement of the infrastructure project.

- 25.5 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for Post-Qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 25.6 If the BAC determines that the Bidder with the LCB fails the criteria for Post-Qualification, it shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 25.7 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the HoPE shall approve or disapprove the said recommendation.

## **26. Right of Procuring Entity to Reject Bids**

- 26.1 Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 26.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - a. If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - b. If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
    - (1) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE.
    - (2) If the project is no longer necessary as determined by the HoPE.
    - (3) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 26.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- a. no bids are received;
  - b. all prospective bidders are declared ineligible;
  - c. all bids fail to comply with all the bid requirements or fail post-qualification; or
  - d. the bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. AWARD OF CONTRACT**

### **27. Award Criterion**

The Procuring Entity shall award the contract to the winning Bidder whose Bid has been determined, after the evaluation of bids and Post-Qualification, as the LCRB, at its submitted bid price or its calculated bid price, whichever is lower (IRR Section 34.4).

### **28. Notice of Award**

- 28.1 Based on the Bid-Evaluation and Post-Qualification Report, the BAC shall declare the LCRB and recommend, through a Resolution to the HoPE, the award of the contract to the Bidder with the LCRB. The HoPE shall approve or disapprove the said BAC Resolution recommending the award within fifteen (15) calendar days from the receipt of that Resolution.
- 28.2 Immediately upon the approval of the BAC Resolution for award and prior to the expiration of the Bid validity period, the Procuring Entity shall issue a written Notice of Award (NOA) to the Bidder with the LCRB to be received by the Bidder personally, by registered mail, or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 28.3 The NOA shall state the proposed contract price – i.e., whichever is lower of the submitted bid price or calculated bid price - together with the documentary requirements to be submitted by the Bidder to perfect the contract.
- 28.4 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- a. Submission by the bidder with the LCRB of the following documents within ten (10) from the bidder's receipt of the NOA, as conditions for signing the contract:
    - (1) Notice of Award (NOA) with the bidder's signed "conforme" (Use Form NIA-INFRA-42).
    - (2) Authority of Signing Official/Board Resolution/Secretary's Certificate.
    - (3) For a joint venture (JV) among contractors, Contractor's PCAB Special JV License and JV Agreement.
    - (4) Performance Security in accordance with Section 29 of this ITB.
    - (5) Design and Construction Methods (Use Form NIA-INFRA-54)
    - (6) Design and Construction Schedule in the form of PERT/CPM Diagram, or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling.
    - (7) PRC License No. and Tax Identification No. (TIN) of Each Key Personnel.
    - (8) Construction Safety and Health Program (Use Form NIA-INFRA-50).
    - (9) Contractor's All-Risk Insurance (CARI)
    - (10) Latest Income Tax and Business Returns duly stamped and received by BIR and duly validated with the tax payments made. Tax Clearance from the BIR to prove full and timely payment of taxes.
    - (11) For a local contractor, Certification under oath stating that the Contractor is free and clean of all tax liabilities.
    - (12) For a foreign bidder, valid PCAB License and Registration for the type and cost of the contract to be bid, when the Treaty or International or Executive Agreement expressly allows submission

of the PCAB License and Registration for the type and cost of the contract to be bid as a pre-condition to the NOA.

- b. Signing of the contract as provided in ITB Clause 31.

## 29. Performance Security

- 29.1 Within a maximum period of ten (10) calendar days upon receipt of the NOA from the Procuring Entity, and in no case later than the signing of the contract by the winning Bidder and the Procuring Entity, the winning Bidder shall furnish to the Procuring Entity, the required Performance Security in an amount equal to the percentage of the total contract price in accordance with the following schedule and with the conditions specified in GCC Clause 8:

**Forms and Amounts of Performance Security**

Form	Minimum Amount
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Ten percent (10%) of Total Contract Price
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided that it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank (Use Form NIA-INFRA-44 or NIA-INFRA-45)	Ten percent (10%) of Total Contract Price
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty percent (30%) of Total Contract Price

- 29.2 Failure of the winning Bidder to comply with the requirements of ITB Clause 28.4 shall constitute sufficient grounds for cancellation of the award and forfeiture of its Bid Security. In this event, the Procuring Entity shall have a fresh period to initiate and complete the post-qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

## 30. Documents Comprising the Contract

- 30.1 The Contract shall consist of the following:

- a. Contract Agreement (Use Form NIA-INFRA-52A)
- b. Documents forming part of the Contract Agreement in the following order of priority:
  - (1) Notice of Award (NOA) with the Contractor's signed "conforme"

- (2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation
- (3) Bidding Documents (other than b(4) to b(7) below) with Bulletins
- (4) Minimum Performance Standards and Specifications
- (5) Bidder's Preliminary Engineering Design (PED) Plan, including Pre-Tender BIM
- (6) Special Conditions of Contract (SCC)
- (7) General Conditions of Contract (GCC)
- (8) Performance Security
- c. Other Documents
  - (1) Design and Construction Methods
  - (2) Design and Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling.
  - (3) Construction Safety and Health Program in accordance with the rules of the Department of Labor and Employment (DOLE).
  - (4) Contractor's All Risk Insurance (CARI)

**30.2** The documents in ITB Clauses 30.1a and b(2) to b(7) shall be provided by the Procuring Entity, while the documents in Clauses 30.1b(1), b(8), and c(1) to c(4) shall be submitted by the winning bidder to the Procuring Entity within ten (10) calendar days from the date of its receipt of the Notice of Award.

### **31. Signing of the Contract**

- 31.1** Within the same ten (10) days from the date of the winning Bidder's receipt of the Notice of Award, the successful Bidder and the authorized official of the Procuring Entity shall sign the Contract Agreement.
- 31.2** Upon signing of the Contract Agreement, the Procuring Entity shall notify the other Bidders that their bids were unsuccessful.

### **32. Notice to Proceed**

- 32.1** Within seven (7) calendar days from the date of signing and, if required, further approval of the contract, by the appropriate government approving authorities, the Procuring Entity shall issue the Notice to Proceed (NTP), using Form NIA-INFRA-53, together with a copy or copies of the approved contract, to the successful bidder. All notices, including the NTP, called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder (IRR Section 37.4).
- 32.2** The contract effectivity date shall be the date of contract signing. The Bidder shall commence performance of its obligations only upon receipt of the Notice to Proceed.

### **33. Protest Mechanism**

Decisions of the Procuring Entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

### ***Section III. Bid Data Sheet (BDS)***

ITB Clause																																																							
1.	<p>The Procuring Entity is NIA Central Office.</p> <p>The scope of the Works under this contract is the design and construction of approximately 23-meter high zoned earthfill dam, with a crest length of 230 meters, and a reservoir capacity of 12.39 million cubic meters of water, together with related irrigation and drainage facilities and appurtenant structures, to service an approximate area of 1,500 hectares.</p> <p>The Contract Name is Lopez Small Reservoir Irrigation Project.</p> <p>The Procurement/Contract ID is <i>R4A-LSRIPD-DB-01</i>.</p>																																																						
2.	<p>The Approved Budget for the Contract is Php 1,505,469,843.35</p> <p>The Funding Source is the Government of the Philippines through General Appropriations Acts.</p>																																																						
9.1	No further instructions.																																																						
13.2	No further instructions.																																																						
13.2a.7)	<p>The minimum work experience requirements for the key personnel are the following:</p> <table><tr><th>Position</th><th>Profession</th><th>Years of Experience</th></tr><tr><td>Project Manager for Design and Build</td><td>CE</td><td>12</td></tr><tr><td colspan="3"><b>I. For Design:</b></td></tr><tr><td>Water Resource Specialist/Design Manager</td><td>CE</td><td>12</td></tr><tr><td>Dam Engineer Designer/Dcputy Design Manager</td><td>CE</td><td>8</td></tr><tr><td>BIM Manager or Digital Delivery Lead</td><td>CE</td><td>10</td></tr><tr><td>Irrigation and Drainage Engineer</td><td>CE</td><td>8</td></tr><tr><td>Geologist</td><td>Geologist</td><td>8</td></tr><tr><td>Geotechnical Engineer</td><td>CE</td><td>8</td></tr><tr><td>Hydrologist</td><td>CE/Agricultural Engineer (AE)</td><td>8</td></tr><tr><td>Electromechanical Engineer</td><td>EE/ME</td><td>8</td></tr><tr><td>Geodetic Engineer</td><td>GE</td><td>8</td></tr><tr><td>Value Engineering/Value Analysis (VA) Specialist</td><td>CE</td><td>4</td></tr><tr><td>Structural Engineer</td><td>CE</td><td>10</td></tr><tr><td>Soil and Land Classification Specialist</td><td>Soil Technologist/AE</td><td>10</td></tr><tr><td>Cost Engineer</td><td>CE</td><td>8</td></tr><tr><td>Economist</td><td>Economist</td><td>8</td></tr><tr><td>Operations and Maintenance Specialist</td><td>CE</td><td>5</td></tr></table>	Position	Profession	Years of Experience	Project Manager for Design and Build	CE	12	<b>I. For Design:</b>			Water Resource Specialist/Design Manager	CE	12	Dam Engineer Designer/Dcputy Design Manager	CE	8	BIM Manager or Digital Delivery Lead	CE	10	Irrigation and Drainage Engineer	CE	8	Geologist	Geologist	8	Geotechnical Engineer	CE	8	Hydrologist	CE/Agricultural Engineer (AE)	8	Electromechanical Engineer	EE/ME	8	Geodetic Engineer	GE	8	Value Engineering/Value Analysis (VA) Specialist	CE	4	Structural Engineer	CE	10	Soil and Land Classification Specialist	Soil Technologist/AE	10	Cost Engineer	CE	8	Economist	Economist	8	Operations and Maintenance Specialist	CE	5
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	Social and Environmental Specialist	EnP/EMB-Accredited EIA Preparer	4									
	<b>II. For Construction:</b>											
	Construction Manager	CE	12									
	Project Engineer	CE	8									
	Mechanical Engineer	ME	8									
	Electrical Engineer	EE	8									
	Geodetic Engineer	GE	8									
	Materials Engineer	CE	8									
	Geologist	Geologist	8									
	Geotechnical Engineer	CE	8									
	Cost Engineer	CE	8									
	Safety and Health Officer/Engineer	Safety and Health Officer – Construction Occupational Safety and Health (COSH) and Basic Occupational Safety and Health (BOSH) (DOLE Accredited)	8									
	Social and Environmental Specialist/ Pollution Control Officer (PCO)	EnP/EMB-Accredited PCO	4									
	<p>As supporting documents, the bidder shall submit copies of the Professional Regulatory Commission (PRC) licenses of the above personnel, if applicable. The Bidder shall also submit the DPWH Accreditation Certificate of the Materials Engineer.</p> <p>The bidder's nominated BIM Manager or Digital Delivery Lead responsible for virtual design must have a minimum experience of at least ten (10) years covering any of BIM, Virtual Design and Construction (VDC) or Integrated Digital Delivery (IDD) implementation for projects of the same size and complexity as this project and eighty percent (80%) of the ABC of this DB contract.</p>											
13.2a.8	<p>The minimum major construction and laboratory equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>Construction Equipment</th><th>Required No. of Units</th><th>Minimum Capacity/Unit</th></tr> </thead> <tbody> <tr> <td>1. Trailer Truck</td><td>1</td><td></td></tr> <tr> <td>2. Cargo Truck</td><td>1</td><td></td></tr> </tbody> </table>			Construction Equipment	Required No. of Units	Minimum Capacity/Unit	1. Trailer Truck	1		2. Cargo Truck	1	
Construction Equipment	Required No. of Units	Minimum Capacity/Unit										
1. Trailer Truck	1											
2. Cargo Truck	1											



3. Dozer, Crawler	2	180 hp
4. Dozer with Hydraulic Ripper, Crawler	2	240hp
5. Loader, Wheel Type	2	2.0 cu.m bucket capacity, 124 hp
6. Hydraulic Backhoe, Crawler	2	1.0 cu.m. bucket capacity
7. Hydraulic Backhoe with Breaker, Crawler	4	1.0 cu.m. bucket capacity
8. Self-Propelled Tandem Smooth Drum, Vibratory	2	12 Tons capacity
9. Self-Propelled Single Tamping Foot, Vibratory	2	12.7 Tons capacity
10. Road Grader, Motorized	1	125 hp
11. Concrete Batching Plant	1	
12. Dump Truck	10	12 cum.
13. Hydraulic Crane	1	30 Tons, 210 hp
14. Transit Mixer	2	8.0 cum
15. Water Truck with Sprinkler	1	16,000 liters capacity
16. Concrete Mixer	2	One Bagger
17. Concrete Vibrator	2	
18. Welding Machine	3	300 Amperes
19. Survey Equipment (Total Station)	1	
20. Survey Equipment (RTK)	1	
21. Hydraulic Rotary Drill Machine	2	25 - 30 HP
22. Crawler Air Drill	2	
23. Water Pump	2	4" diameter, engine-driven
24. Grout Pump (Agitator, Central	1	

	Mixer, Compressor)		
	25. Generator Set,	1	125 KVA
	26. Pumpcrete with Truck and Boom	1	
	27. Service Vehicle	1	Pick-up Truck, 4x4
	<b>Laboratory Equipment</b>	<b>Required No. of Units</b>	<b>Minimum Capacity/Unit</b>
	28. Field Density Equipment	2	
	29. Particle Size Analysis Equipment	1 Set	
	30. Liquid Limit Device	1	
	31. Soil Compaction Equipment (Modified Proctor Compaction)	1	
	32. Oven, thermostatically controlled,	1	capable of maintaining a temperature of $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ (1 unit)
	33. Digital Scale	2	Sensitive to 0.01 gram
	34. Speedy Moisture Tester	2	50% MC capacity
	35. Concrete Cylinder Mold	9	15cm Ø and 30cm height
	36. Slump Cone with Base and Tampering Rod	1	20.30cm base Ø and 10cm top Ø, ½ inches Ø tampering rod
	37. Wire Basket (Density Basket)	1	outside Ø=20.30cm, 20.30cm high
	38. Pycnometer	1	
	39. Conical Mold	1	top Ø = 38mm, bottom Ø = 89mm, Minimum

			Height = 74mm
	40. Splitter Device	1	
	41. Hydrometer Analysis Apparatus	1	
13.3	No further instructions.		
15.1	No further instructions.		
15.3	No further instructions.		
16.1	Bids shall be valid until one hundred twenty (120) days from the date set for bids opening.		
17.3	The Bid Security shall be valid until one hundred twenty (120) days from the date set for Bid opening.		
22.3	The bidders shall make an oral presentation of their Technical Proposal to the BAC according to a schedule to be announced.		

## ***Section IV. Eligibility Requirements (ER)***

### **1. BASIC REQUIREMENTS**

The prospective bidder must meet the following Eligibility Requirements (ER) for purposes of determining by the NIA the eligibility of the bidder for the DB works/ infrastructure contract to be procured:

#### **PART I – DESIGN**

##### **a. SUBMISSION OF CLASS “A” AND CLASS “B” DOCUMENTS**

To participate in the bidding for a works/infrastructure DB contract in the NIA, a bidder or its Design contractor/sub-contractor must submit to the BAC of the Procuring Entity the Class “A” and Class “B” Documents, listed in ITB Clause 13.2a-1)(a), as part of the Technical Component of the design part of its bid for the contract.

##### **b. LEGAL REQUIREMENTS FOR ELIGIBILITY**

The bidder’s Designer must be either of the following:

- (1) A Filipino citizen/sole proprietorship.
- (2) A partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
- (3) A corporation duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines, provided that, pursuant to RA 544 (Civil Engineering Law), corporations as juridical entities shall not be engaged to practice civil engineering.
- (4) A cooperative duly registered with Cooperative Development Authority.
- (5) Persons/entities forming themselves into a joint venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular Design contract, provided that, in accordance with Executive Order (EO) No. 65, series of 2018, Filipino ownership or interest in the JV concerned shall be at least sixty percent (60%); provided, further, that JVs in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the sixty percent (60%) Filipino ownership requirement; and provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty-five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the JV as specified in their joint venture agreement (JVA).

**c. TECHNICAL REQUIREMENTS FOR ELIGIBILITY**

- (1) The bidder's design professionals must possess valid PRC Professional Identification (ID) Cards (Licenses) applicable to the type and cost of DB contract to be procured, as indicated in the Eligibility Data Sheet (EDS).
- (2) The DB bidder-contractor or Design Manager should have satisfactorily completed the design of a similar project with a construction cost of at least fifty percent (50%) of the ABC of the DB project to be procured.
- (3) The bidder's nominated BIM Manager or Digital Delivery Lead must have a minimum experience of at least ten (10) years covering any of BIM, VDC or IDD implementation with projects of the same size and complexity of this project and eighty percent (80%) of the ABC of this DB contract.
- (4) If applicable, the bidder's Designer/Consultant must have a satisfactory rating with the Consultant's Performance Evaluation System (CONSPES) established by the National Irrigation Administration.
- (5) If the bidder has no experience in DB projects on its own, it may enter into sub-contracting, partnership, or JV with design or engineering firms for the design portion of the contract. The design or engineering firm must, however, have satisfactorily completed the design of a similar project with a construction cost of at least fifty percent (50%) of the ABC of the DB project to be procured.
- (6) When the design services in which the JV wishes to engage involve the practice of professions regulated by law, all those who will actually perform the services must be Filipino citizens and registered professionals authorized by the appropriate regulatory body to practice those professions and allied professions. Where foreign designers are required, the foreign designer must be authorized by the appropriate Philippine Government professional regulatory body to engage in the practice of those professions and allied professions. Pursuant to the provisions of RA 544, the procurement and employment of corporations as consultants for the practice of civil engineering under locally-funded projects is not allowed.

**PART II - CONSTRUCTION**

**a. SUBMISSION OF CLASS "A" AND CLASS "B" DOCUMENTS**

To participate in the bidding for a works/infrastructure contract in the NIA, a contractor-bidder must submit to the BAC of the Procuring Entity its PhilGEPS Certificate of Registration (Platinum Membership), as part of the Technical Component of the construction part of its bid for the contract.

To facilitate determination of eligibility, the BAC of a Procuring Entity shall use the contents of the PhilGEPS electronic registry of contractors (IRR Section 23.3).

All bidders shall maintain in the PhilGEPS a current and updated file of the following Class "A" Eligibility Documents (IRR Section 8.5.2 in relation to Sec. 23.1(a)):

- (a) Registration Certificate from SEC/DTI/CDA,
- (b) Mayor's/Business Permit,
- (c) Tax Clearance,
- (d) PCAB License and Registration.
- (e) Audited Financial Statements

With a bidder's submission to the PhilGEPS of these five Class "A" Documents, the bidder shall secure a PhilGEPS Certificate of Registration and Membership.

**b. LEGAL REQUIREMENTS FOR ELIGIBILITY**

The prospective bidder must be either of the following:

- (1) A Filipino citizen/sole proprietorship.
- (2) A partnership duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines.
- (3) A corporation duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines.
- (4) A cooperative duly registered with Cooperative Development Authority.
- (5) Persons/entities forming themselves into a joint venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract, provided that, in accordance with Executive Order (EO) No. 65, series of 2018, Filipino ownership or interest in the JV concerned shall be at least sixty percent (60%); provided, further, that JVs in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the sixty percent (60%) Filipino ownership requirement; and provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty-five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the JV as specified in their joint venture agreement (JVA).

c. **TECHNICAL REQUIREMENTS FOR ELIGIBILITY**

(1) **PCAB License**

For this particular contract to be bid, the prospective bidder must possess a valid license issued by the PCAB in accordance with the provisions of RA 4566, for the specific category indicated in the Eligibility Data Sheet (**EDS**), out of the following PCAB categories:

**Requirements for PCAB License and Registration for Government Projects (per PCAB Resolution No. 201, series of 2017)**

<b>Government Contract Size Range</b>	<b>License Category</b>	<b>Single Largest Project/Required Track Record</b>	<b>Allowable Range of Contract Cost (ARCC)</b>
Small A	E	Up to PhP1M	Up to PhP1M
Small B	C and D	Less than or equal to PhP15M	Up to PhP30M
Medium A	B	Above PhP15M up to PhP75M	Up to PhP150M
Medium B	A	Above PhP75M up to PhP150M	Up to PhP300M
Large A	AA	Above PhP150M up to PhP225M	Up to PhP450M
Large B	AAA and AAAA	Above PhP225M	< or above PhP450M (i.e., no limit)

In accordance with Section 23.11.2 of the IRR of RA 9184 and PCAB guidelines, Small A and Small B contractors without similar experience may bid only for contracts not more than fifty percent (50%) of the allowable range of contract cost of their respective size range(s).

Pursuant to PCAB Resolution No. 079-2017, AAAA contractors may be up to 100% foreign-owned provided that they have at least PhP 1 billion equity

The PCAB License will indicate the category of the contractor - i.e., whether E, C and D, B, A, AA, AAA, or AAA and AAAA – and the classification of the projects that the contractor may undertake – i.e., whether General Engineering, General Building, or Specialty, based on the following:

**General Engineering (GE)**

- GE-1 Road, Highway Pavement, Railway, Airport Horizontal Structure, and Bridge
- GE-2 Irrigation and Flood Control
- GE-3 Dam, Reservoir, and Tunneling
- GE-4 Water Supply
- GE-5 Port, Harbor and Offshore Engineering

**General Building (GB)**

- GB-1 Building and Industrial Plant
- GB-2 Sewerage and Sewage Treatment/Disposal Plant
- GB-3 Water Treatment Plant and System

## GB-4 Park, Playground and Recreational Work

**Specialty**

SP-FW	Foundation Work
SP-SS	Structural Steel Work
SP-CC	Concrete Pre-casting, Pre-Stressing or Post-tensioning
SP-PS	Plumbing & Sanitary Work
SP-EE	Electrical Work
SP-ME	Mechanical Work
SP-AC	Air-conditioning or Refrigeration
SP-ES	Elevator or Escalator
SP-FP	Fire Protection Work
SP-WP	Waterproofing Work
SP-PN	Painting Work
SP-WD	Well-Drilling Work
SP-CF	Communication Facilities
SP-MS	Metal Roofing & Siding Installation
SP-SD	Structural Demolition
SP-LS	Landscaping
SP-EM	Electro Mechanical Work
SP-NF	Navigational Facilities

In addition, the PCAB License will specify the kind and size range of Government projects that the contractor may apply for – e.g., Buildings-Medium B.

For the particular contract to be procured, the Procuring Entity must prescribe in the Eligibility Data Sheet (EDS), shown in ANNEX III-B, the required PCAB license and classification and category of projects that the license is valid for, as well as the kind and size range of Government projects that they may apply for, based on the classification and categories given above.

**(2) Work Experience in Similar Contracts**

For this particular contract to be bid, the Approved Budget for the Contract (ABC) is indicated in the **EDS**.

The prospective bidder must possess the experience of having a Single Largest Completed Contract (SLCC) “similar” to the contract to be procured, and whose value, adjusted to current prices using the consumer price indices of the Philippine Statistics Authority (PSA), is at least fifty percent (50%) of the ABC to be bid. Small A and Small B contractors without similar experience on the contract to be bid, however, may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) corresponding to their PCAB license as shown in the table above (IRR Section 23.4.2.4).

A “Major Category of Works” is the main classification of works in the contract to be bid, according to type of infrastructure and kind of work performed - e.g. road construction, bridge rehabilitation, etc. On the other hand, a “Similar Category of



Works" is a kind of works whose classification is considered to be comparable to the Major Category of Works in the contract to be bid and, therefore, shall be considered for purposes of evaluation of the bidder's eligibility for the contract to be bid. A "Qualifier" is an additional specific requirement on Major or Similar Categories of Work, to be required from the bidders at the bidding stage, to show that they have the necessary expertise and experience to execute the contract, such as an extraordinarily large embankment volume, or soft ground treatment, or very long sheet piling, etc.

For the specific project or contract to be bid, the Procuring Entity shall indicate in the EDS the Major Categories of Works and Similar Categories of Work, as well as any Qualifier, that shall be considered in determining a bidder's eligibility for the contract to be bid.

**(3) Owner's Certificate of Final Acceptance or Constructor's Performance Evaluation System (CPES) Rating**

To support its SLCC, the bidder must submit the corresponding Owner's Certificate of Final Acceptance issued by the project owner other than the contractor, or at least a satisfactory CPES Rating. In case of contracts with the private sector, an equivalent document shall be submitted.

**(4) BIM Experience**

The designated BIM Manager or Digital Delivery Lead responsible for virtual construction must have the necessary BIM/VDC/IDD experience in project delivery.

**d. FINANCIAL REQUIREMENTS FOR ELIGIBILITY**

The prospective bidder must have a Net Financial Contracting Capacity (NFCC) at least equal to the ABC to be procured.

The NFCC shall be calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, which portions coincide with the contract to be bid.}$$

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.

JVs/consortia among Filipino contractors and consultants or among Filipino contractors and foreign consultants shall be allowed subject to pertinent laws and the relevant provisions of RA 9184-IRR. The JV/consortium shall be jointly and severally responsible for the obligations and the civil liabilities arising from the DB contract. Filipino ownership or interest thereof, however, shall be at least sixty percent (60%). A JV/consortium in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structure to be built

requires the application of techniques and/or technologies which are not adequately possessed by Filipinos and that Filipino ownership or interest shall not be less than twenty-five percent (25%).

As an overall rule, for a JV to be eligible, the Eligibility Requirements prescribed above must be satisfied by at least one of the JV partners. The eligibility qualifications of the JV partners shall not be considered additive.

## *Section V. Eligibility Data Sheet*

Eligibility Requirements	
1.Part IIc(1)	<p>The required PCAB license for this contract is as follows:</p> <ul style="list-style-type: none"> <li>a. License Category: <u>AAA and AAAA</u></li> <li>b. License Classification: <u>General Engineering (GE)-2 Irrigation and Flood Control, or GE-3 Dam, Reservoir, and Tunneling;</u></li> <li>c. Government Contract Size Range: <u>Large B</u></li> <li>d. Cost of Largest Single Completed Contract: <u>at least PhP 752,735,000.</u></li> <li>e. Allowable Range of Contract Cost: No Limit</li> </ul>
1.Part IIc(2)	<p>The ABC for this contract is: Php 1,505,470,000.</p> <p>The following are the “Major Categories of Works” involved in the contract to be bid:</p> <ul style="list-style-type: none"> <li>a. Earth Works</li> <li>b. Reinforced Concrete Works</li> <li>c. Mechanical Works</li> <li>d. River Training Works</li> <li>e. Foundation Treatment Works</li> </ul> <p>The following are the “Similar Categories of Works” that shall be considered in the evaluation of the work experience required for the contract to be bid:</p> <ul style="list-style-type: none"> <li>a. Dam/Embankment Dam for Agricultural and Hydropower Project</li> <li>b. Flood Control Projects, particularly Protection Dikes, Sabo Dam, or Floodway</li> <li>c. Irrigation Canal/Canal Structures</li> <li>d. Other Major Hydraulic Structures</li> <li>e. Other Structure for Irrigation</li> </ul> <p>There are no “Qualifiers” for this contract.</p>

## ***Section VI. General Conditions of Contract (GCC)***

### **1. Definitions**

- 1.1 **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance.
- 1.2 **As-Built Drawings** refer to the engineering plans for the structure as actually constructed and completed under this Contract, considering all variations and modifications as approved and executed.
- 1.3 **Bill of Quantities** refers to a list of the specific pay items of the infrastructure Works under this Contract, particularly their identification numbers, descriptions, units of measurement, and quantities, together with their corresponding unit and total bid prices.
- 1.4 **Building Information Modeling or BIM** refers to an automated management tool that will provide a digital representation of the physical and functional characteristics of a facility, including time and cost elements, during its entire life-cycle.
- 1.5 **Certificate of Completion** is the document issued by the Procuring Entity, certifying that the infrastructure Works have been completed, including correction of all Defects, as of the end of the Contract Time with approved time extensions, in accordance with the provisions of this Contract.
- 1.6 **Certificate of Acceptance** is the document issued by the Procuring Entity, certifying that the infrastructure Works have been completed, including correction of all Defects, as of the end of the Defects Liability Period, in accordance with the provisions of this Contract, and that, therefore, the completed Works are accepted by the Procuring Entity.
- 1.7 **Contract** is the legal agreement between the Procuring Entity and the Contractor to execute, complete, and maintain the design and construction of the infrastructure.
- 1.8 **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.9 **Contract Time** is the allowable period or duration within which the Contract Works must be completed, i.e., from the Start Date to the Intended Completion Date as specified in GCC Clause 1.19.
- 1.10 **Contractor** is the juridical entity whose bid has been accepted by the Procuring Entity and to whom this Contract to execute the Work was awarded, entered into, and approved.

- 1.11 **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.12 **Days** are calendar days.
- 1.13 **Defect** is any part of the Works not constructed in accordance with this Contract.
- 1.14 **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.15 **Defects Liability Period** is the one-year period after the issuance of the Certificate of Completion during which the Contractor assumes the responsibility to undertake the repair of any defect in or damage to the Works at his own expense as a condition for the issuance of the Certificate of Acceptance.
- 1.16 **Detailed Engineering Designs or DEDs** are the design outputs for the Contract prepared and submitted by the Contractor to the Procuring Entity for certification. In accordance with the Minimum Performance Standards and Specifications. Once certified, the DEDs shall serve as reference for the execution of the Works.
- 1.17 **Drawings** are graphical presentations of the Works. They include all engineering plans, supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.18 **Equipment** refers to all machines, tools, facilities, supplies, appliances, and related items required for the execution and completion of the Works provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.19 **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. It shall be reckoned from the Start Date. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of Contract Time or an acceleration order.
- 1.20 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.21 **Models** are three-dimensional (3D) representations of the design intent generated by modelling software composed of geometry compliant with client level of detail (LOD) and attributes/properties embedded inside the models compliant with the client required BIM use case (4D, 5D, 6D, 7D).
- 1.22 **Minimum Performance Standards and Specifications or MPSS** refer to the set of minimum performance or output-oriented requirements, standards and criteria and their means of measurement that the Contractor must meet in carrying out the

Design and Construction required in the Contract, in accordance with appropriate design and construction standards, legal and technical obligations and any other relevant government commitments as required by existing laws and regulations.

- 1.23 **Notice to Proceed** is a written notice issued by the Procuring the Procuring Entity's Representative to the Contractor requiring the latter to begin the Works not later than the date specified in this Notice.
- 1.24 **Permanent Works** refer to all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.25 **PERT/CPM** is the acronym for Program Evaluation Review Technique/Critical Path Method and is a technique for planning, scheduling, and controlling a project, involving a network of interrelated activities with their start and finish times. The critical path is the longest time path through the network of activities.
- 1.26 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.27 **Preliminary Design Plan** is the Bidder's Preliminary Plan, submitted as part of its Bid for the Project, showing (a) the overall concept of the facility when completed, (b) the scope and components, (c) the functions, service levels, and performance characteristics of the Project outputs, and (d) the operation and maintenance requirements - with a degree of detail within +/- 15-20 % of the final quantities of the Project components.
- 1.28 **Procuring Entity** is the party that engages the Contractor to carry out the Works stated in the SCC.
- 1.29 **Procuring Entity's Representative** refers to the HoPE or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.30 **Site** is the right-of-way or place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative, as forming part of the Site.
- 1.31 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Works by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.32 **Start Date** is the date when the Contractor is obliged to commence execution of the Works. Unless otherwise specified in the SCC, the Start Date is the date of the Contractor's receipt of the Notice to Proceed.
- 1.33 **Sub-Contractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor for execution, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.34 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for the construction or installation of the Permanent Works.
- 1.35 **Work(s)** refer to the Permanent Works and Temporary Works to be designed and executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the SCC.

## 2. Interpretation

- 2.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming this Contract shall be interpreted in the following order of priority:
  - a. Contract Agreement
  - b. Documents forming part of the Contract Agreement:
    - (1) Notice of Award (NOA) with the Contractor's signed "conforme"
    - (2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA
    - (3) Instructions to Bidders (ITB) and Bid Data Sheet (BDS)
    - (4) Supplemental/Bid Bulletins for Bidding Documents
    - (5) Special Conditions of Contract (SCC)

- (6) General Conditions of Contract (GCC)
- (7) Minimum Performance Standards and Specifications (MPSS)
- (8) Contractor's Preliminary Engineering Design Plan, including Pre-Tender BIM
- (9) Performance Security
- (10) Other Documents
  - (a) Design and Construction Methods
  - (b) Design and Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow.
  - (c) Manpower Schedule
  - (d) Construction Safety and Health Program in accordance with the rules of the Department of Labor and Employment (DOLE)
  - (e) Contractor's All Risk Insurance (CARI)

### **3. Governing Language and Law**

- 3.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.
- 3.2 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

### **4. Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

### **5. Procuring Entity's Obligations**

- 5.1 The Procuring Entity shall be responsible for the funding, acquisition, and delivery to the Contractor of the Basic right-of-way (ROW) for the Project based on its Conceptual Plan. Any additional ROW outside of such basic ROW which is required by the Contractor based on its Detailed Engineering Design (DED), as certified and accepted by the Procuring Entity, shall be acquired and delivered to



the Contractor by the Procuring Entity, but the cost of such additional ROW shall be shouldered by the Contractor. On the other hand, the cost of any part of the basic ROW which is not needed by the Contractor, based on its certified and accepted DED, shall be deducted from the cost of the additional ROW to be funded by the Contractor.

- 5.2 In accordance with the schedule of ROW delivery to be submitted by the Contractor and concurred in by the Procuring Entity as provided in GCC Clause 6.9, the Procuring Entity shall grant the Contractor possession of the said basic ROW stated in Clause 5.1. If possession of a portion is not given by the date stated in the SCC Clause 5.2, 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 shall be in accordance with GCC Clause 42.
- 5.3 The Procuring Entity shall secure from the concerned Agencies the required Environmental Compliance Certificate (ECC), Certificate of Non-Coverage (CNC), Conditions Precedent (CP) for Certificate Precondition (CeP) on the grant of Free and Prior Informed Consent (FPIC), Special Use Agreement in Protected Area (SAPA), and/or Gratuitous Special Use Permit (GSUP), for the Project. If the Contractor requires new/modified ECC, CO, SAPA, and GSUP, the Procuring Entity will acquire these from the Agencies concerned, but the Contractor shall pay the cost of such acquisition in accordance with GCC Clause 6.10.
- 5.4 The Procuring Entity shall observe the schedule, shown in the SCC, for the review, order for rectification, certification as to compliance with the MPSS, and acceptance of the DEDs submitted by the Contractor.
- 5.5 The Procuring Entity shall review, order rectification, and certify - as to compliance with the MPSS - and accept or reject the submitted DED within the schedule defined in GCC Clause 5.4. All instructions for rectification shall be in writing, stating the reasons for such rectification. The Procuring Entity may allow partial or sectional review, certification, and acceptance of the Contractor's DED and issuance of sectional or corresponding partial Notices to Proceed (NTPs). The certification and acceptance by the Procuring Entity of the submitted DED shall not diminish the responsibility and liability of the Contractor for the integrity of the DED, nor shall it transfer such responsibility and liability to the Procuring Entity.
- 5.6 The Procuring Entity shall secure all permits required for the Contract, including building permits, quarrying permits, and tree-cutting permits, in accordance with GCC Clause 11. The Procuring Entity shall approve quarry sites recommended by the Contractor.
- 5.7 The Procuring Entity shall make payments to the Contractor at different stages of the DED, as indicated in the SCC.

- 5.8 The Procuring Entity shall provide an Exchange Information Requirements (EIR) based on ISO19650 standards provided after tender award to guide the DB contractor guidance in the preparation of BIM Execution Plans (BEP).
- 5.9 The Procuring Entity shall perform all of its other obligations as specified in the GCC, including appropriate payments, suspension of work, extension of contract time, assistance in securing licenses and permits, contract termination, and certificates of completion and acceptance.

## **6. Contractor's Obligations**

- 6.1 The Contractor shall perform the following major obligations:
  - a. Undertake Detailed Engineering Design (DED) for the Project, including the conduct of necessary engineering and technical surveys and investigations, and the preparation of design plans, in accordance with the Minimum Performance Standards and Specifications (MPSS) for the Project prescribed in Section VI of these BDs.
  - b. Undertake the Construction of the Project in accordance with the DED certified and accepted by the Procuring Entity and in compliance with the MPSS.
- 6.2 The Contractor shall submit its post-tender BIM Execution Plan (BEP) showing that all relevant parties have agreed and committed to the pre-tender BEP. The BEP facilitates the management of delivery of the project. The post-contract BEP will develop in detail over time as more members of the supply chains are appointed. It should include the following:
  - a. Revised Project Implementation Plan (PIP)
  - b. Responsibility Assignment Matrix (RAM)
  - c. Task Information Delivery Plan (TIDP) and Master Information Delivery Plan (MIDP)
  - d. BIM Data Exchange and Validation
- 6.3 The Contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the Works and shall prepare and submit all necessary documents specified by the Procuring Entity to meet all regulatory approvals as specified in the contract documents.
- 6.4 The Contractor shall be responsible for the conduct of all necessary detailed engineering investigations, surveys and the preparation of the DED in accordance with the provisions of Annex E of RA 9184-IRR. The DED shall include, among others, the detailed BIM. The Contractor shall provide for the monitoring by the

Procuring Entity's Representative of the Contractor's detailed engineering investigations and surveys.

- 6.5 If provided in the SCC, to expedite the implementation of the Works, the Contractor may prepare sectional DEDs for components of the Works (e.g. repair of diversion dam and canals) and submit them to the Procuring Entity for review, certification, and acceptance. Upon receipt of the Procuring Entity's certification and acceptance of a sectional DED and the corresponding partial NTP for Construction, the Contractor shall proceed with the construction of the portion of the Works covered by that DED.
- 6.6 The Contractor shall be solely responsible and liable for the integrity of its DED and the performance of the structure, notwithstanding the certification and acceptance of the DED by the Procuring Entity.
- 6.7 The Contractor shall provide the warranty against Structural Defects/Failure in accordance with GCC Clause 12.5
- 6.8 The Contractor shall conduct and fund the parcellary surveys and ROW Action Plan for the entire ROW needed – i.e., Basic ROW plus any Additional ROW needed outside the Procuring Entity's Basic ROW, less any part of the Basic ROW not needed by the Contractor, as stated in GCC Clause 5.1. The Contractor shall shoulder the cost of the Additional ROW. Based on the ROW Action Plan, the Contractor shall submit the proposed schedule of ROW delivery to the Procuring Entity for its concurrence. Once this is done, the Procuring Entity shall undertake the actual delivery of the Basic ROW and Additional ROW in accordance with the said schedule.
- 6.9 Based on its DED, the Contractor shall conduct the necessary Social Environmental Impact Assessment (SEIA) and formulate a Construction Environmental Management Plan (CEMP). If this requires a new/modified ECC/CNC, Certificate of Non-Overlap (CNO), Certification Pre-Condition (CP) for Indigenous Peoples, Special-Use Agreement for Protected Area (SAPA) and Gratuitous Special Use. Permit (GSUP), the Procuring Entity will acquire these from Agencies concerned, but the Contractor shall pay the cost of preparing the necessary environmental documents as well the cost of such acquisition, i.e., application and processing.
- 6.10 The Contractor shall implement the Environmental Management Plan and the conditions specified in the ECC, if applicable.
- 6.11 The Contractor shall provide the necessary information and assistance to the Procuring Entity in the latter's securing of permits for the Works, e.g., building permits, quarrying permits, and tree-cutting permits.
- 6.12 The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and

Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.

- 6.13 The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.14 The Contractor shall be responsible for the safety of all activities on the Site.
- 6.15 The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.16 The Contractor shall deploy the minimum key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the DED and supervision of the Works. No replacement of personnel shall be allowed by the Procuring Entity until after fifty percent (50%) of the Works has been completed, except for justifiable reason to be approved by the Procuring Entity. 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.
- 6.17 If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.18 The Contractor shall deploy the minimum major equipment units stated in the Schedule of Key Equipment, as referred to in the SCC, to carry out the Works.
- 6.19 The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 6.20 The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.
- 6.21 During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.22 The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

- 6.23 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors and shall notify the Contractor of any such modification thereto.
- 6.24 Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## 7. Program of Work

- 7.1 The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:
- a. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
  - b. Periods for review of specific outputs and any other submissions and approvals;
  - c. Sequence of timing for inspections and tests as specified in the contract documents;
  - d. General description of the design and construction methods to be adopted;
  - e. Number and names of personnel to be assigned for each stage of the work;
  - f. List of equipment required on site for each major stage of the work; and
  - g. Description of the quality control system to be utilized for the project.
  - h. PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, distinguishing between the design and construction stages, but considering possible overlaps in design and construction if sectional completion of the Works is provided in accordance with GCC Clause 6.5.
- 7.2 An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

- 7.3 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.
- 7.4 The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 7.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 7.6 All Variations shall be included in updated Program of Work produced by the Contractor.

## 8. Performance Security

- 8.1 The Contractor shall submit its Performance Security to the Procuring Entity not later than the date specified in the Notice of Award and shall be issued in any of the following forms and corresponding amounts in ITB Clause 29.
- 8.2 The Performance Security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 8.3 The Performance Security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 8.4 The Performance Security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance, subject to the following conditions, provided that the Performance Security is replaced by a Warranty Security against structural defects and/or failure as provided in GCC Clause 12:
  - a. There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
  - b. The Contractor has no pending claims for labor and materials filed against it; and
  - c. Other terms specified in the SCC.

- 8.5 The Contractor shall post an additional Performance Security following the amount and form specified in ITB Clause 29 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the Performance Security to cover approved contract time extensions.
- 8.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original Performance Security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original Performance Security.
- 8.7 Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any sub-contractors be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## 9. Sub-Contracting

- 9.1 All sub-contracts shall be subject to prior approval of the appropriate official of the Procuring Entity within the limits of his delegated authority.
- 9.2 The Contractor may sub-contract portions of the infrastructure contract Works to such an extent as may be approved by the Procuring Entity and stated in the SCC, provided that the Contractor shall directly undertake, using its own resources, not less than fifty percent (50%) of the contract works in terms of cost.
- 9.3. Each sub-contractor must comply with the eligibility criteria as specified in the Eligibility Requirements (ER) for the portion of the infrastructure Contract works to be sub-contracted to that sub-contractor- e.g., applicable license from the Philippine Constructors Accreditation Board, satisfactory completion of infrastructure similar to the portion of the contract to be sub-contracted and costing at least fifty percent (50%) of the cost of such portion, and sufficient Net Financial Contracting Capacity, as well as minimum equipment and manpower. This requirement does not apply to labor pakyaw contracts.
- 9.4 The bidder/main contractor may identify the sub-contractors to whom portions of the contract works will be sub-contracted at any stage of the bidding process or during contract implementation, provided that any sub-contracting requires prior approval of the Procuring Entity. Sub-contractors identified during the bidding may be changed during the implementation of the contract, subject to compliance with the eligibility requirements and the approval of the Procuring Entity.

- 9.5 Sub-contracting of any portion of the contract shall not relieve the main contractor from any liability or obligation that may arise from the contract. The main contractor shall be responsible for the acts, defaults, and negligence of any subcontractor, its agents or workmen.
- 9.6 For any assignment and sub-contracting of the contract or any part thereof without prior written approval by the concerned Head of the NIA Procuring Entity, the NIA shall impose on the erring contractor, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to Section 69.1 of the IRR of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws.

## 10. Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

## 11. Permits

As provided in GCC Clauses 5.6 and 6.12, the Procuring Entity shall, with the assistance of the Contractor, secure the necessary permits, such as building permits, quarrying permits, and tree-cutting permits, which are required for the Works.

## 12. Contractor's Risk and Warranty Security

- 12.1 The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by force majeure. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2 The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within



ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

- 12.3** In case the Contractor fails to comply with the preceding paragraph, 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.
- 12.4** After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects", *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- a. Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - b. Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
  - c. Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
  - d. Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- e. Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5 The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6 The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

**Forms and Amounts of Warranty Security**

Form	Minimum Amount
a. Cash or letter of credit (LC) issued by a Universal or Commercial Bank, provided that the LC shall be confirmed by a Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%) of Total Contract Price
b. Bank guarantee confirmed by a Universal or Commercial Bank.	Ten Percent (10%) of Total Contract Price
c. e. Surety bond callable on demand issued by the GSIS or a surety or insurance company accredited by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) of Total Contract Price

12.7 The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one-year period.

12.8 In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

### **13. 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.

#### 14. Procuring Entity's Risk

From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

- a. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
  - (1) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
  - (2) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

#### 15. Insurance

- 15.1 The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
  - a. Contractor's All Risk Insurance;
  - b. Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - c. Personal injury or death of Contractor's employees; and
  - d. Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2 The CARL shall cover the value of the completed portions of the Works. It shall not, however, cover any damage to the Works whose value is not more than ten percent (10%) of the Total Contract Cost, as this is to be absorbed by the Contractor. The CARL shall, therefore, start with nil at the beginning of Contract execution. It shall then be increased over time as the Works progresses so that at any time it covers the value of the portions of the Works actually completed.
- 15.3 The Contractor shall provide evidence to the Procuring Entity's Representative that the insurance required under this Contract has been effected and shall, within a reasonable time, provide a copy of the insurance policy to the Procuring Entity's Representative.

- 15.4 The Contractor shall notify the insurer of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurance at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policy in force including the receipts for payment of the current premiums.
- 15.5 If the Contractor fails to obtain and keep in force the insurance which it is required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurance and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.6 In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 37 until the Contractor complies with this Clause.
- 15.7 The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- a. The issuer of the insurance policy to be replaced has:
    - (1) become bankrupt;
    - (2) been placed under receivership or under a management committee;
    - (3) been sued for suspension of payment; or
    - (4) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies canceled; or
  - b. Reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **16. Termination for Default of Contractor**

- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- a. Due to the Contractor's fault and while the Works are on-going, it has incurred a negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870; or
- b. Due to the Contractor's fault and after the Contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the Works; or
- c. The Contractor:
  - (1) abandons the Contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (2) after receiving a Notice from the Procuring Entity's Representative that failure to correct a particular Defect is a fundamental breach of Contract, fails to correct the Defect within a reasonable period of time determined by the Procuring Entity's Representative;
  - (3) does not actually have on the Site the minimum essential equipment listed in the Bid necessary to prosecute the Works in accordance with the approved PERT/CPM network diagram and equipment utilization schedule as required under the Contract;
  - (4) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  - (5) neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
  - (6) sub-contracts any part of this Contract without approval by the Procuring Entity.
- d. The Contractor causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (1) The Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative.
  - (2) The Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to

the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Work.

- (3) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative.
- (4) The Contractor does not maintain the required Performance Security.
- (5) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 10.
- (6) 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, the following:
  - (a) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 4;
  - (b) drawing up or using forged documents;
  - (c) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  - (d) any other act analogous to the foregoing

The Procuring Entity or the Funding Source will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

**16.2** When persons from the Procuring Entity give notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 16.1-d, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

**16.3** If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

- 16.4 All materials on the Site, Plant, and Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's default.

## **17. Termination for Default of Procuring Entity**

- 17.1 The Contractor may terminate this Contract with the Procuring Entity when any of the following conditions attend its implementation:

- a. If the Works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of the Contractor, due to any of the following reasons:
  - (1) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
  - (2) The prosecution of the Work is disrupted by adverse peace and order situations, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.
- b. The Procuring Entity causes a fundamental breach of this Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (1) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days.
  - (2) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty-four (84) days from the date of the Procuring Entity's Representative's certificate.

- 17.2 When persons from the Contractor gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 17.1-b, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

## **18. Termination for Convenience**

The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

## **19. Termination for Insolvency**

The Procuring Entity shall terminate the contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor.

## **20. Termination for Unlawful Acts**

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive and coercive practices;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

## **21. Procedure for Termination of Contracts**

**21.1** The following provisions shall govern the procedures for the termination of this Contract:

- a. Verification. Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the Procuring Entity's Representative shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached.
- b. Notice of Termination. Upon recommendation by the Procuring Entity's Representative, the HoPE shall terminate this Contract only by a written Notice of Termination to the Contractor. The Notice shall state:
  - (1) that this Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the ground(s).
  - (2) the extent of termination, whether in whole or in part;



(3) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and

(4) special instructions of the Procuring Entity, if any.

The Notice of Termination shall be accompanied by a copy of the Verified Report.

- c. Show Cause. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper showing cause as to why the Contract should not be terminated. If the Contractor fails to do so, the HoPE shall issue a written Notice of Decision confirming the Notice of Termination of the Contract.
- d. Withdrawal of Notice of Termination. The Procuring Entity may, at any time before receipt of the Contractor's verified position paper, withdraw the Notice of Termination if it is determined that certain items or works subject of the Notice had been completed, delivered, or performed before the Contractor's receipt of the Notice.
- e. Notice of Decision. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall serve the Contractor his written Notice of Decision to confirm or withdraw the Notice of Termination. If the Notice of Decision is to confirm the Notice of Termination, then this Contract is deemed terminated from receipt by the Contractor of the said Notice of Decision. The termination shall be based only on the grounds stated in the Notice of Termination.
- f. Review Committee. The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to his approval.

21.2 Pursuant to Section 69.1 of the IRR of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the Procuring Entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

- a. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- b. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with

any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. Lawful instructions include but are not limited to the following:

- i. Employment of competent technical personnel, competent engineers and/or work supervisors;
  - ii. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - iii. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - iv. Deployment of committed equipment, facilities, support staff and manpower; and
  - v. Renewal of the effectivity dates of the Performance Security after its expiration during the course of contract implementation.
- c. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity.
- d. Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (1) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (2) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- e. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the Performance Security posted by the contractor shall also be forfeited.

## **22. Payment on Termination**

- 22.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the value of the work not completed. Additional liquidated damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 22.2** If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of Contractor's equipment, and the Contractor's costs of protecting and securing the Works, less advance payments received up to the date of the certificate.
- 22.3** The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 22.4** If the Contractor has terminated the Contract under GCC Clause 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

## **23. Calibrated Actions for Delays in Implementation**

To ensure the timely implementation of the contract and effective management of the performance of the Contractor, the Procuring Entity shall take the following calibrated actions in response to delays in the implementation of the contract for different stages of project slippage, as follows, with the slippage to be determined based on the actual progress as against the approved S-curve:

- a. When the Contractor incurs a negative slippage of five percent (5%)

The Procuring Entity shall give a warning to the Contractor and require it to:

- (1) submit a detailed "catch-up" program every two weeks in order to eliminate the slippage and to restore the project to its original schedule;
- (2) accelerate the work and identify specific physical targets to be accomplished over a definite period of time; and
- (3) provide additional input resources such as the following: money, manpower, materials, equipment, and management, which shall be mobilized for this action.

The Procuring Entity shall exercise closer supervision and meet the Contractor every other week to evaluate the progress of work and resolve any problems and bottlenecks.

- b. When the Contractor's negative slippage increases to ten percent (10%)

The PE shall issue a final warning to the Contractor and require it to come up with a revised detailed "catch-up" program with weekly physical targets together with the required additional input resources. The Procuring Entity shall intensify on-site supervision and evaluation of the project performance to at least once a week and prepare contingency plans for a possible termination of the contract or takeover of the work by administration or contract.

- c. When the Contractor's negative slippage reaches fifteen percent (15%)

The Procuring Entity shall initiate termination of the contract or takeover of the work by administration or contract in accordance with Section 53.3 of the IRR of RA 9184 and the Guidelines for the Implementation of Infrastructure Projects by Administration. It shall likewise take proper transitory measures to minimize work disruptions, e.g., takeover by administration while negotiation or rebidding is on-going.

## **24. Force Majeure and Release from Performance**

- 24.1** For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 24.2** If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all portions of the Works carried out before receiving it and for any part of the Works carried out afterwards to which a commitment was made.
- 24.3** If the event continues for a period of eighty-four (84) days, either party may give the other a Notice of Termination, which shall take effect twenty-eight (28) days after the receipt of the Notice.
- 24.4** After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

- a. Any sum to which the Contractor is entitled under GCC Clause 28.
- b. The cost of his suspension and demobilization.
- c. Any sum to which the Procuring Entity is entitled.

24.5 The net balance due shall be paid or repaid within a reasonable time period from the date of the Notice of Termination.

## **25. Resolution of Disputes**

25.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by RA 9184 and its IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

25.2 If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

25.3 Any and all disputes arising from the implementation of this Contract covered by the RA 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of RA 876, otherwise known as the "Arbitration Law" and RA 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004. However, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of RA 9184 and its IRR. By mutual agreement, however, the parties may agree in writing to resort to other alternative modes of dispute resolution.

## **26. Suspension of Loan, Credit, Grant, or Appropriation**

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

- a. The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- b. If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor's claim for payment has been certified by the Procuring Entity's Representative, the Contractor may immediately issue a suspension of work notice in accordance with GCC Clause 41.

**27. Procuring Entity's Representative's Decisions**

- 27.1 Except where otherwise specifically stated, the Procuring Entity's Representative shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 27.2 The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

**28. Approval of Drawings and Temporary Works by Procuring Entity's Representative**

- 28.1 All Drawings prepared by the Contractor for the execution of the Temporary Works are subject to prior approval by the Procuring Entity's Representative before their use.
- 28.2 The Contractor shall be responsible for the design of Temporary Works.
- 28.3 The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for the design of the Temporary Works.
- 28.4 The Contractor shall obtain approval by third parties of the design of the Temporary Works, when required by the Procuring Entity.

**29. Acceleration Ordered by Procuring Entity's Representative**

- 29.1 When the Procuring Entity wants the Contractor to finish the Works before the Intended Completion Date, the Procuring Entity's Representative shall obtain a priced proposal for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 29.2 If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

**30. Contractor's Right to Claim**

If the Contractor incurs a cost as a result of any of the events under GCC Clause 13, the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation Order.

### **31. Early Warning**

- 31.1** The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2** The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instruction of the Procuring Entity's Representative.

### **32. Management Conferences**

- 32.1** Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2** The Procuring Entity's Representative shall prepare the minutes of Management Conferences and provide copies of the minutes to those attending the Conference. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

### **33. 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.

### **34. Identification of Defects**

The Procuring Entity's Representative shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Entity's Representative may instruct the Contractor to uncover Defects and test any work that the Procuring Entity's Representative considers below standard and defective.

### **35. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's expense if the loss or damage arises from the Contractor's acts or omissions.

### **36. Correction of Defects**

- 36.1** The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is one (1) day from the Completion Date up to the date of issuance of the Certificate of Acceptance by the Procuring Entity.
- 36.2** Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 36.3** The Contractor shall correct the Defects which it notices itself before the end of the Defects Liability Period.
- 36.4** The Procuring Entity's Representative shall certify that all Defects have been corrected. If the Procuring Entity's Representative considers that correction of a Defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity's Representative accepts the quotation, the corresponding change shall be covered by a Variation Order.

### **37. Uncorrected Defects**

- 37.1** The Procuring Entity shall give the Contractor at least fourteen (14) days notice of its intention to use a third party to correct a Defect. If the Contractor itself does not correct the Defect within that period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 37.2** The use of a third party to correct Defects that are uncorrected by the Contractor shall in no way relieve the Contractor of its liabilities and warranties under the Contract.

### **38. Advance Payment**

- 38.1** 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 to exceed fifteen percent (15%) of the total Contract Price, to be made in two installments, as follows:
  - a. The first installment shall be in an amount not to exceed one percent (1.0%) of the total Contract Cost for use in the Design component under the Contract, and



shall require the written request of the Contractor and submission of the instrument prescribed in GCC Clause 36.2.

- b. The second installment shall be in an amount not to exceed fourteen percent (14.0%) of the total Contract Cost for use in the Construction component under the Contract, and shall require the certification and acceptance by the Procuring Entity of the DED, and the written request of the Contractor and submission of the instrument prescribed in GCC Clause 36.2.

- 38.2 The Advance Payment shall be made only upon the submission by the Contractor to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 38.3 The Advance Payment shall be repaid by the Contractor by deducting, from periodic progress payments to be made to the Contractor, a percentage equal to the percentage of the total Contract Price used for the Advance Payment.
- 38.4 The Contractor may reduce its standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

### **39. Progress Payments**

- 39.1 The Procuring Entity shall make progress payments to the Contractor based on the latter's schedule of deliverable outputs as provided in the SCC. Payments for the Design and Construction phases shall be separate. Deliverable DED outputs and corresponding NTPs may be sectional as provided in GCC Clause 2.2.
- 39.2 The Contractor shall submit to the Procuring Entity its cumulative Statement of Work Accomplished (SWA), not oftener than once a month, with the first SWA after the certification and acceptance of the DED or, if applicable, the first sectional DED.
- 39.3 The Procuring Entity's Representative/Project Engineer shall evaluate and validate the work claimed under each SWA, in terms of value of work accomplished in compliance with the approved plans and specifications.
- 39.4 The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - a. Cumulative value of the work previously certified and paid for.
  - b. Portion of the advance payment to be recouped for the month.
  - c. Retention money in accordance with the condition of contract.
  - d. Amount to cover third party liabilities.

- e. Amount to cover uncorrected discovered defects in the works.

39.5 The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty-eight (28) days from the date each certificate was issued.

#### **40. Retention Money**

40.1 The Procuring Entity shall retain from each progress payment ten percent (10%) of such payment, referred to as the "retention money." Such retention money shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every Progress Payment until fifty percent (50%) of the value of the Works, as determined by the Procuring Entity, is completed. If, after fifty percent (50%) completion, the Works are satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

40.2 The total retention money shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with an irrevocable standby letter of credit from a commercial bank, bank guarantee and/or surety bond callable on demand, of amounts equivalent to the retention money substituted for and in a form acceptable to the Procuring Entity. The Procuring Entity shall allow such substitution provided that the Contract is on schedule and is satisfactorily undertaken. The said irrevocable standby letter of credit, bank guarantee and/or surety bond, to be posted in favor of the Procuring Entity, shall be valid for a duration to be determined by the Procuring Entity and shall answer for the purpose for which the retention is intended, i.e., to cover uncorrected discovered Defects and third party liabilities.

40.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity

#### **41. Variation Orders**

As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the Contract documents prior to Contract signing and approval. The following guidelines shall govern approval for Variation Orders (VOs):

- a. VOs shall be referred to the DED confirmed and accepted by the Procuring Entity.
- b. VOs resulting from design errors, omissions or non-conformance with the MPSS and the Contract documents by the Contractor shall be implemented by the Contractor at no additional cost to the Procuring Entity.

- c. If the Contractor suffers delay and/or incurs costs due to changes or errors in the Procuring Entity's MPSS, he shall be entitled to either one of the following:
  - (1) An extension of time for any such delays under Section 10 of Annex E of RA 9184-IRR.
  - (2) Payment for such costs as specified in the contract documents, provided that the cumulative amount of the VOs does not exceed ten percent (10%) of the original contract price.
- d. VOs initiated by the Procuring Entity shall not exceed ten percent (10%) of the original contract price. The cost of the VOs shall be based on applicable unit prices in the Contractor's detailed estimates submitted as part of its bid, or on negotiated unit prices if the work items are not in the detailed estimates, less cost of applicable mobilization. The Procuring Entity may grant time extension if found justifiable.

#### **42. Punch List**

Once the project reaches an accomplishment of ninety-five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch list to the Contractor in preparation for the final turnover of the project. The punch list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

#### **43. Suspension of Work**

- 43.1 The Procuring Entity, through its Project Engineer/Engineer's Representative, shall have the authority to issue a Work Suspension Order to the Contractor suspend the work wholly or partly by written order for such period as may be deemed necessary, on any of the following grounds:
  - a. Force majeure or any fortuitous event that has taken place, which inflicts extensive damage and/or makes it difficult to proceed with the work, such as a devastating earthquake or flood.
  - b. Failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public.
  - c. Failure of the contractor to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract.
  - d. Adjustments of plans to suit field conditions as found necessary during construction.

- e. Major right-of-way (ROW) problems which prohibit the contractor from performing work in accordance with the approved construction schedule.
- f. Peace and order conditions which makes it extremely dangerous, if not impossible to work, as certified in writing by the Philippine National Police (PNP) Station Commander which has responsibility over the affected area, and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- g. Inordinate delays in receiving from the Procuring Entity the necessary permits from the concerned Agencies, e.g., building permit, quarrying permit, and tree-cutting permit, which exceed the timelines prescribed in RA 11032 and its Implementing Rules and Regulations.
- h. Major variations initiated by the Government in the scope of the contract during its implementation to suit changes in physical and economic conditions.

The Contractor shall immediately comply with such order to suspend the Works wholly or partly.

**43.2** The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, on any of the following grounds:

- a. There exist right-of-way problems which prevent the Contractor from performing work in accordance with the approved construction schedule.
- b. Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
- c. Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
- d. There is failure on the part of the Procuring Entity to acquire the necessary permits, including environmental clearances, which prohibits the Contractor from performing the affected works.
- e. There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- f. Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by

the Procuring Entity's authorized representative and the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

- 43.3 The contractor shall immediately demobilize its equipment and manpower upon its receipt of the Work Suspension Order and to remobilize the same upon the lifting by the Procuring Entity the Work Suspension Order through a Work Resumption Order.
- 43.4 The issuance of a Work Suspension Order shall not be an automatic contract time extension. A corresponding time extension, complete with the documentary requirements, has to be approved by the authorized NIA official in lieu of suspension, subject to evaluation to consider pre-determined unworkable days, bond extension, quit claim for damages, and their effect on the approved PERT/CPM schedule in order to reflect the official revised contract time and expiry date as a result of such suspension. If the suspension is due to any fault of the contractor, no contract time extension shall be granted.

#### **44. Extension of Contract Time**

- 44.1 Should special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 44.2 No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 44.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 44.4 No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 44.5 Extension of contract time may be granted for the following cases:

- a. Rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity, as shown in the SCC.
- b. Delay due to unexpected major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics.
- c. Undue delay in the acquisition of permits by the Procuring Entity from Local Government Units (LGUs) and National Agencies, such as building permits, quarrying permits, and tree-cutting permits, in excess of the timelines prescribed in RA 11032 (Anti-Red Tape Act) and its IRR.
- d. General widespread shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor, provided that they are publicly felt and certified by appropriate Government Agencies such as the DTI, DOLE, the Department of Interior and Local Government (DILG), and Department of National Defense (DND).

The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

#### **45. Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### **46. Certificates of Completion and Acceptance**

**46.1** The issuance of a Certificate of Completion shall be subject to the following:

- a. Upon receipt of notice from the contractor that the project is completed, the HoPE shall instruct its Inspectorate Team to conduct an inspection of the project and to submit its Completion Inspection Report within fifteen (15) days, indicating any construction defects/deficiencies detected and the corresponding measures that must be taken by the contractor to correct them. If no defects/deficiencies are detected, the report is considered as the Final Completion Inspection Report.
- b. Based on the Inspection Report, the HoPE shall issue to the Contractor a Notice of Defects/Deficiencies and Required Corrective Repair Works, with the instructions for the Contractor to commence the repair works within seven (7) days and to complete the works within thirty (30) days.

- c. Upon receipt of advice from the Contractor that the defects and deficiencies indicated in the said Notice have been corrected, the HoPE shall instruct the Inspectorate Team to conduct an inspection of the project and to submit its Completion Inspection Report within seven (7) days. If the report shows that the defects/deficiencies have been satisfactorily corrected, the report is considered as the Final Completion Inspection Report. Otherwise, the process is repeated until the noted defects/deficiencies have been satisfactorily corrected.
  - d. Upon the receipt of the Final Completion Inspection Report from the Inspectorate Team, the HoPE shall issue the Certificate of Completion of the project, certifying that the Project has been satisfactorily completed as of the date indicated in the Final Inspection Report.
- 46.2 The Certificate of Acceptance shall be issued by the HoPE at the end of the one-year Defects Liability period, after all defects/ deficiencies, if any, shall have been repaired by the Contractor to the satisfaction of the same Inspectorate Team of the Procuring Entity mentioned above and upon submission of the Warranty Certificate by the Contractor in accordance with the provisions of GCC Clause 12. The issuance of a Certificate of Acceptance shall be subject to the following:
- a. Upon receipt of notice from the Contractor that the project is ready for inspection after the one-year Defects Liability Period from the issuance of the Certificate of Completion, the HoPE shall instruct its Inspectorate Team to conduct an inspection of the project and to submit its Inspection Report within fifteen (15) calendar days, indicating any construction defects/deficiencies detected and the corresponding measures that must be taken by the Contractor to correct them. If no defects/deficiencies are detected, the report is considered as the Final Acceptance Inspection Report.
  - b. Based on the Inspection Report, the HoPE shall issue to the Contractor a Notice of Defects/Deficiencies and Required Corrective Repair Works, with the instructions for the Contractor to commence the repair works within seven (7) calendar days and to complete the works within ninety (90) days.
  - c. Upon receipt of advice from the contractor that the defects/deficiencies in the said Notice have been corrected, the HoPE shall instruct the Inspectorate Team to conduct an inspection of the project and to submit its Acceptance Inspection Report within seven (7) days. If the report shows that the defects/deficiencies have been satisfactorily corrected, the report is considered as the Final Acceptance Inspection Report. Otherwise, the process is repeated until the noted defects/deficiencies have been satisfactorily corrected.
  - d. Upon the receipt of the Final Acceptance Report, the Head of the IO shall issue the Certificate of Acceptance.

**47. Takeover**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity's Representative issues a certificate of Completion.

**48. DED Documents, As-Built Drawings and Operating and Maintenance Manuals**

**48.1** The Contractor shall turn over to the Procuring Entity one soft copy and one hard copy of all DED documents, including BEPs, upon certification and acceptance of the DEDs by the Procuring Entity. All of these documents shall become the intellectual property of the Procuring Entity.

**48.2** If As-Built Drawings and/or Operating and Maintenance Manuals are required, the Contractor shall supply them by the dates stated in the SCC.

**48.3** If the Contractor does not supply the said Drawings and/or Manuals by the dates stated in SCC 46.2, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the SCC from payments due to the Contractor.



## ***Section VII. Special Conditions of Contract (SCC)***

GCC Clause															
1.19	The <b>Intended Completion Date</b> is 1,095 calendar days from the date of the Contractor's receipt of the Notice to Proceed (NTP).														
1.28	The <b>Procuring Entity</b> is the NIA Central Office.														
1.29	The <b>Procuring Entity's Representative</b> is <i>[insert name of the Head of the Procuring Entity (HoPE) or duly authorized representative]</i> .														
1.30	The <b>Site</b> is located in Cawayanin, Lopez, Quezon														
1.32	No further instructions.														
1.35	<p>The <b>Works</b> consist of the following:</p> <p>a. <b>Design:</b> Complete Detailed Engineering Studies/Design (DES/D) including plans and specifications of the Project, in accordance with the Procuring Entity's MPSS.</p> <p>b. <b>Construction:</b> Building/installation of the facility under the Project, in accordance with the Procuring Entity's MPSS and the Contractor's DES/D as certified by the Procuring Entity.</p>														
5.4	<p>The Procuring Entity shall observe the following timelines for action on DEDs submitted by the Contractor:</p> <table border="1" data-bbox="443 1064 1385 1339"> <thead> <tr> <th data-bbox="451 1070 927 1104">Activity</th><th data-bbox="927 1070 1385 1104">Timeline</th></tr> </thead> <tbody> <tr> <td data-bbox="451 1104 927 1202">a. Review of submitted DED and, if required, issuance of Order to Contractor for rectification of DED.</td><td data-bbox="927 1104 1385 1202">Not more than Fifteen (15) calendar days (cd) from receipt of DED</td></tr> <tr> <td data-bbox="451 1202 927 1272">b. Review of rectified DED, if applicable.</td><td data-bbox="927 1202 1385 1272">Not more than five (5) cd from receipt of rectified DED.</td></tr> <tr> <td data-bbox="451 1272 927 1339">c. Issuance of Certification and Acceptance of DED to Contractor.</td><td data-bbox="927 1272 1385 1339">Not more than two (2) cd from completion of Activity a or b.</td></tr> </tbody> </table>	Activity	Timeline	a. Review of submitted DED and, if required, issuance of Order to Contractor for rectification of DED.	Not more than Fifteen (15) calendar days (cd) from receipt of DED	b. Review of rectified DED, if applicable.	Not more than five (5) cd from receipt of rectified DED.	c. Issuance of Certification and Acceptance of DED to Contractor.	Not more than two (2) cd from completion of Activity a or b.						
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c. Issuance of Certification and Acceptance of DED to Contractor.	Not more than two (2) cd from completion of Activity a or b.														
5.7	<p>The Procuring Entity shall make payments to the Contractor at different stages of the DED, in accordance with the following schedule:</p> <table border="1" data-bbox="443 1444 1385 1769"> <thead> <tr> <th data-bbox="451 1473 1038 1507"><u>DED Stage</u></th><th data-bbox="1038 1444 1385 1507"><u>Payment as % of 4% of Contract Price (3%DED-1%BIM)</u></th></tr> </thead> <tbody> <tr> <td data-bbox="451 1507 1038 1541">a. Submission and Acceptance of Inception Report</td><td data-bbox="1038 1507 1385 1541">10%</td></tr> <tr> <td data-bbox="451 1541 1038 1574">b. Submission of Draft VEVA Report (Part I)</td><td data-bbox="1038 1541 1385 1574">10%</td></tr> <tr> <td data-bbox="451 1574 1038 1608">c. Submission and Acceptance of Final VEVA Report</td><td data-bbox="1038 1574 1385 1608">20%</td></tr> <tr> <td data-bbox="451 1608 1038 1677">d. Submission and Acceptance of Draft DED and Draft Outline O&amp;M Manual</td><td data-bbox="1038 1608 1385 1677">25%</td></tr> <tr> <td data-bbox="451 1677 1038 1736">e. Submission and Acceptance of Final DED and Draft O&amp;M Manual</td><td data-bbox="1038 1677 1385 1736">35%</td></tr> <tr> <td data-bbox="451 1736 1038 1769">Total</td><td data-bbox="1038 1736 1385 1769">100%</td></tr> </tbody> </table>	<u>DED Stage</u>	<u>Payment as % of 4% of Contract Price (3%DED-1%BIM)</u>	a. Submission and Acceptance of Inception Report	10%	b. Submission of Draft VEVA Report (Part I)	10%	c. Submission and Acceptance of Final VEVA Report	20%	d. Submission and Acceptance of Draft DED and Draft Outline O&M Manual	25%	e. Submission and Acceptance of Final DED and Draft O&M Manual	35%	Total	100%
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d. Submission and Acceptance of Draft DED and Draft Outline O&M Manual	25%														
e. Submission and Acceptance of Final DED and Draft O&M Manual	35%														
Total	100%														

6.5	The Contractor may prepare sectional DEDs and submit them to the Procuring Entity for review, certification, and acceptance, and the corresponding partial NTP for Construction.		
6.16	The Contractor shall deploy the following minimum <b>Key Personnel</b> :		
	Position	Name	Profession
	Project Manager for Design and Build	[Insert]	[Insert]
	<b>I. For Design:</b>		
	Water Resource Specialist/Design Manager	[Insert]	[Insert]
	Dam Engineer Designer/Deputy Design Manager	[Insert]	[Insert]
	BIM Manager or Digital Delivery Lead	[Insert]	[Insert]
	Irrigation and Drainage Engineer	[Insert]	[Insert]
	Geologist	[Insert]	[Insert]
	Geotechnical Engineer	[Insert]	[Insert]
	Hydrologist	[Insert]	[Insert]
	Electromechanical Engineer	[Insert]	[Insert]
	Geodetic Engineer	[Insert]	[Insert]
	VE/VA Specialist	[Insert]	[Insert]
	Structural Engineer	[Insert]	[Insert]
	Soil and Land Classification Specialist	[Insert]	[Insert]
	Cost Engineer	[Insert]	[Insert]
	Economist	[Insert]	[Insert]
	Operation and Maintenance Specialist	[Insert]	[Insert]
	Social and Environmental Specialist	[Insert]	[Insert]
	<b>II. For Construction:</b>		
	Construction Manager	[Insert]	[Insert]
	Project Engineer	[Insert]	[Insert]
	Mechanical Engineer	[Insert]	[Insert]
	Electrical Engineer	[Insert]	[Insert]
	Geodetic Engineer	[Insert]	[Insert]
	Materials Engineer	[Insert]	[Insert]
	Geologist	[Insert]	[Insert]
	Geotechnical Engineer	[Insert]	[Insert]
	Cost Engineer	[Insert]	[Insert]
	Safety and Health Officer/Engineer	[Insert]	[Insert]
	Social and Environmental Specialist (PCO)	[Insert]	[Insert]
6.18	The Contractor shall deploy the following minimum <b>Major Construction and Laboratory Equipment Units</b> :		
	Construction Equipment	No. of Units	Capacity/Unit
	[Insert Data]		
	[Insert Data]		
	[Insert Data]		
	[Insert Data]		
	[Insert Data]		
	Laboratory	No.	

	<table><tr><th>Equipment</th><th>of Units</th><th>Capacity/Unit</th></tr><tr><td>[Insert Data]</td><td></td><td></td></tr><tr><td>[Insert Data]</td><td></td><td></td></tr><tr><td>[Insert Data]</td><td></td><td></td></tr><tr><td>[Insert Data]</td><td></td><td></td></tr><tr><td>[Insert Data]</td><td></td><td></td></tr></table>	Equipment	of Units	Capacity/Unit	[Insert Data]			[Insert Data]			[Insert Data]			[Insert Data]			[Insert Data]		
Equipment	of Units	Capacity/Unit																	
[Insert Data]																			
[Insert Data]																			
[Insert Data]																			
[Insert Data]																			
[Insert Data]																			
7.3	<p>The maximum period between Program of Work updates is one hundred eighty calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is [insert amount].</p>																		
8.4 c	No further instructions.																		
8.7	No further instructions.																		
9.2	No further instructions.																		
10.	<p>The liquidated damages shall be equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for each day that the Completion Date is later than the Intended Completion Date.</p> <p>The total cost of the liquidated damages shall not exceed ten percent (10%) of the total contract price.</p>																		
12.5	Permanent Structures: Fifteen (15) years																		
13.	If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.																		
23.2	The Arbitrator is: [Insert name] [Insert address]																		
37.1	<p>The schedule of progress payments based on deliverable outputs shall be as follows:</p> <table><tr><th>Deliverable Outputs</th><th>Cumulative Payment as % of Contract Price</th></tr><tr><td>a. DED as certified and accepted by Procuring Entity (PE)</td><td>4%</td></tr><tr><td>b. Cumulative 20% of Construction completed as certified by PE</td><td>23%</td></tr><tr><td>c. Cumulative 40% of Construction completed as certified by PE</td><td>42%</td></tr><tr><td>d. Cumulative 60% of Construction completed as certified by PE</td><td>62%</td></tr><tr><td>e. Cumulative 80% of Construction completed as certified by PE</td><td>81%</td></tr><tr><td>f. Cumulative 100% of Construction completed as certified by PE</td><td>100%</td></tr></table> <p>Note: Deliverable DED outputs and corresponding NTPs may be sectional as provided in GCC Clause 6.5.</p>	Deliverable Outputs	Cumulative Payment as % of Contract Price	a. DED as certified and accepted by Procuring Entity (PE)	4%	b. Cumulative 20% of Construction completed as certified by PE	23%	c. Cumulative 40% of Construction completed as certified by PE	42%	d. Cumulative 60% of Construction completed as certified by PE	62%	e. Cumulative 80% of Construction completed as certified by PE	81%	f. Cumulative 100% of Construction completed as certified by PE	100%				
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42.5a	The predetermined unworkable days are given below:			
	<b>Month</b>	<b>Total Days of the Month</b>	<b>Holidays and Weekends</b>	<b>Rainy Days</b>
		(1)	(2)	(3)
				(4) = (2) ÷ (3)
	January	31	[Insert]	[Insert]
	February	28/29	[Insert]	[Insert]
	March	31	[Insert]	[Insert]
	April	30	[Insert]	[Insert]
	May	31	[Insert]	[Insert]
	June	30	[Insert]	[Insert]
	July	31	[Insert]	[Insert]
	August	31	[Insert]	[Insert]
	September	30	[Insert]	[Insert]
	October	31	[Insert]	[Insert]
	November	30	[Insert]	[Insert]
	December	31	[Insert]	[Insert]
	<b>Total</b>		[Insert]	[Insert]
46. 2	The date by which the As-Built Drawings and/or Operating and Maintenance Manuals are required is not later than two (2) weeks after the issuance of the Certificate of Completion.			
46. 3	The amount to be withheld for failing to supply the As-Built Drawings and/or Operating and Maintenance Manuals by the date required is the amount of the final billing.			

## ***Section VIII. Minimum Performance Standards and Specifications (MPSS)***

### **A. PURPOSE OF MPSS**

The purpose of the Minimum Performance Standards and Specifications (MPSS) is to set the minimum criteria, parameters and other requirements that the Design-Build (DB) contractor must meet in designing and constructing the project. The MPSS focuses on the desired outputs or performance of the project in terms of **quality** and quantity, while giving the Contractor the leeway to adopt the specific design and construction schemes and methods that will produce the required outputs and performance.

### **B. PROJECT DESCRIPTION**

Based on the Procuring Entity's Feasibility Study (See Section IX), the proposed Lopez SRIP involves the design and construction of a 22.8-meter high zoned earth fill dam with a crest length of 230 meters across the Calauag River, **together** with related irrigation and drainage facilities and appurtenant structures. The proposed zoned earth fill dam will be constructed in Barangay Cawayanin in the municipality of Lopez. Construction of the dam will inundate an estimated area of 236.6 hectares of Normal Water Surface Elevation (NWSE) with an estimated storage capacity of 12.39 million cubic meters (MCM).

The watershed of the proposed project is the upstream portion of the Calaug River covering an area of about 28.84 km<sup>2</sup> or 2,884.5 hectares. The watershed includes 3 upland barangays of Lopez, Quezon, namely: Sto Nino, Sta. Catalina and Cawayanin. The service area will cover an area of about 1,500 hectares of arable lands of 29 barangays of the same municipality that will benefit some 1,255 farmers.

Particulars	Unit	Data
<b>GENERAL</b>		
Service Area	ha	1,500
Catchment Area	km <sup>2</sup>	28.84
Inflow Design Flood Return Period		
a. 200-yr	m <sup>3</sup> /sec	857.95
b. 1,000-yr	m <sup>3</sup> /sec	1,258.62
c. 10,000-yr - for checking vs overtopping	m <sup>3</sup> /sec	2,175.52

### C. DESIGN OUTPUTS

At the bidding stage, the Bidder shall prepare the Preliminary Engineering Design (PED) Plan for the project in accordance with this MPSS, and submit this as part of the Bidder's Technical Proposal. The Bidder shall prepare the PED with a degree of accuracy of approximately plus or minus twenty percent (+/-20%) of the final quantities.

The PED must show the following features:

1. Overall configuration of the facility when completed.
2. Project scope and components.
3. Functions, service levels, and performance characteristics of the Project outputs.
4. Typical plans, elevations, and cross-sections of the structures.
5. Pre-Tender Building Information Modeling (BIM) Execution Plan (BEP) to generate Project Information Model (PIM) and Asset Information Model (AIM) as per ISO 19650 standards.

For the DED, the Contractor shall undertake the following detailed engineering surveys and design works, among others:

1. Geodetic Engineering
  - a. Topographic Survey of Service Area and Submerged Areas
  - b. Damsite Topographic survey (2km Radius)
  - c. Profile and Cross Section of the River (1km upstream & 1 km downstream)
  - d. Profile and Cross section of Main and Lateral Canals
  - e. Profile and Cross Section of Drainage Canals (Proposed and Existing)
  - f. Inventory of Existing Structures
  - g. Plotting and Drawings of Survey Returns
  - h. Softcopies Production using Civil 3D software
2. Hydrology
  - a. Acquisition of Rainfall Data
  - b. Acquisition or Establishment of Rainfall Intensity Duration Frequency Curves and or equations
  - c. Establishment of Hydrographs and Hyetographs
  - d. Formulation of Cropping Calendar
  - e. Establishment of Irrigation Diversion Requirement
  - f. Establishment of Minimum Flows, Maximum Flows, and Compensation Flows of the River source
  - g. Irrigation Networking (Schematic and Actual Arrangement)
  - h. Flood Mapping using HEC HMS and HEC RAS software or equivalent
  - i. River Sedimentation Analyses

### 3. Hydraulics

- a. Establishment of Area-Elevation Capacity Curve
- b. Establishment of Discharge Rating Curves
- c. Establishment of Tailwater Rating Curve
- d. Simulation of Reservoir Operation (Annual and Decadal) with minimum of 30 years duration of Reservoir Operation.
- e. Establishment of Dam Height (Considering Wave Height and Flow Surge during 200 Year flood)
- f. Design of Diversion Tunnel or Channel and Establishment of Cofferdam Height (considering Flow Surge during 5-year flood)
- g. Establishment of Dam Crest Width
- h. Establishment of Clay Core Dimensions
- i. Design of Spillways (Main and Emergency) and Stilling Basin
- j. Seepage and Stability Analyses of the Dam Body
  - Immediately After Construction
  - Immediately After Construction with Earthquake
  - During Normal Water Level of the Dam
  - During Normal Water Level of the Dam with Earthquake
  - During Maximum Water Level of the Dam
  - During Rapid Drawdown
- k. Design of Irrigation Outlet Works and Hydro-electric Power Generation Appurtenances (if applicable)
- l. Design of Intake Gates, Spillway Gates, and Headgates
- m. Design of Vertical Shaft and or Horizontal Inspection Gallery
- n. Design of River Training Works
- o. Dam Break Analyses
- p. Irrigation and Drainage Network (Schematic Diagram)
- q. Design of Canals for Irrigation and Drainage
- r. Design of Structures for Irrigation and Drainage
- s. Sedimentation Control and Management Design for Irrigation
- t. Sedimentation Control and Management Design for the Catchment Area
- u. Automation of gates, irrigation canal gates and monitoring systems in a Centralized Command and Control Center

### 4. Structural Engineering

- a. Reinforced Concrete Design
  - Concrete Conduits
  - Tunnels
  - Bridges
  - Retaining Walls
  - Piers
  - Footings
  - Piles
  - Slabs
  - Beams
- b. Steel Design

- Bridges
- Columns
- Piles
- Beams
- Rails
- Booms (for lifting)
- Gates

c. Special Structures Design

- Log Booms

5. Geology and Foundation Engineering

- Foundation Stratification and Profiling
- Additional and Confirmatory subsurface exploration (i.e., boreholes) in Dam alignment and appurtenances.
- Additional and Confirmatory subsurface exploration of Test pits for Borrow materials
- Recommended Foundation Treatment
  - Design Piling (Steel Sheet or Concrete)
  - Curtain Walling
  - Grouting
  - Others

6. Geotechnical Designs

- Rock Anchors
- Shotcrete
- Others

7. Post-Tender Building Information Modelling (BIM)

This shall generate the Project Information Model (PIM) and Asset Information Model (AIM) as per ISO 19650 standards.

8. Cost Engineering

- Base Rates for Materials, Labor, Taxes, Indirect Cost, Profit, Inflation, etc
- Bill of Materials
- Derivation of Unit Cost
- Breakdown of Project Costs
- Annual Disbursements
- S-Curve
- PERT-CPM with Cashflow (Monthly)
- Equipment and Manpower Distribution (Monthly)
- Estimated O&M Cost throughout the life of the Project (to be used by NIA)

9. Dam Instrumentation Design (Vibrating Wire Technology)

- Water Seepage at the Dam Body
- Water Seepage at the Foundation



- Dam Settlement
  - Dam Sliding
  - Piezometric Devices
10. Material Testing and Quality Control Plan and Protocols in accordance with NIA Standards
  11. Temporary Facilities Plan / Layout
  12. Materials Sources Layout / Map, with laboratory tests (available data from NIA for reference of Contractor)
  13. Access Road Design and Layout / Map
  14. Electrical Design on Electro-Mechanical Works of the Dam
  15. Provisional Electrical Design on Hydro-Electric Power Generation, (if applicable and compatible with overall design)
  16. Electronics Design on Dam Controls
  17. Computer Aided Drawings and Presentations
    - Soft copies Production using CAD software
    - Hard copies Print out on A0 size Paper
  18. Agricultural Engineering
    - Established Cropping Calendar
    - Soil Mapping
    - Soil Erosion Analyses (RUSLE)
  19. Economic Analyses
    - EIRR
    - In case the EIRR based on the DED is below the threshold of 10%, the DB Contractor may propose additional components such as solar/ domestic bulk water supply/ eco-tourism/ aquaculture and others together with the corresponding economic cost, economic benefits and EIRR.
    - Benefit and Cost Analyses
    - Sensitivity Analyses
  20. Socio – Environment Concerns
    - Green Design Considerations

The DB Contractor shall integrate green practices, as well as environmentally relevant criteria or requirements, in the design of the Project in order to achieve the broader policy objectives on energy, water, and material efficiency, waste reduction, pollution and emission prevention, disaster resilience, climate change adaptation, nature-based solutions, local and rural development, greening supply chains,

greening infrastructure and work, industry productivity, innovation and competitiveness, inclusive business models, green jobs, and circular economy, especially to promote sustainability and cost-savings.

- Irrigators Association (IA) Concerns

The DB Contractor must anticipate and resolve issues and concerns relative to the IA concerns vis-à-vis project implementation. Most common issue is the remuneration of labor personnel coming from the locality and the canalization activities with respect to each IA. The DB Firm must stipulate the details of coordinative efforts to establish proper collaboration with the IAs in the canalization activities.

- Indigenous People (IP) Concerns

In case IPs are present in the project area, the DB Contractor shall establish a course of action addressing IP concerns with the project implementation.

- Local Government Units Concerns

The City, Municipal, and Provincial Local Government Units within the project area limits usually impose local policies, laws and permits which must be complied and or promptly addressed by the DB Contractor in the course of project implementation. The DB Firm must state a specific course of action in compliance with all anticipated policies, rules, and conditions of the local government units (LGU).

- Government and Non-government Agency Concerns

In cases where other government and non-government agencies are implementing various projects simultaneously with the herein project, the DB Contractor shall coordinate with such agencies and ensure harmonious and smooth project implementation. Such coordination efforts must be stipulated and properly detailed at the MPSS.

- Hazard and Risk Assessments

As early as the design stage, the DB Contractor must be able to identify and assess all hazards and risk attendant to the project implementation and operation. Such assessment must be documented and reported at the MPSS.

The Contractor shall deliver to the Procuring Entity the following outputs of the DED of the Project:

1. General:

- (1) Location Plan/Layout
- (2) Other General Notes

2. Detailed Plans, Elevations and Cross-Sections of Component Structures in accordance with MC no. 91 series of 2017, MC no. 111 series of 2019, MC no. 36 series of 2016, and MC no. 59 series of 2016, among others.

3. Value Engineering Studies

The Contractor shall undertake Value Engineering (VE) studies as part of the DED, where appropriate, to minimize and/or reduce non-essential Project features and costs and to reduce the life cycle cost of the Project without sacrificing the quality and integrity of the structures while attaining their essential functions consistent with the required performance, reliability, and safety. The Contractor shall observe the Guide to VE (Appendix A of the Main Guidelines of NCPM Volume II - Infrastructure).

4. Design Analyses and Computations

5. Performance Specifications for Materials and Equipment

6. Post-Tender BEP Plan to generate Project Information Model (PIM) and Asset Information Model (AIM) as per ISO 19650 standards

7. Operation and Maintenance Manual for the whole system, using automated controls based on the actual irrigation demand and actual flood discharge.

8. On-the-Job Capacity Building/Technology Transfer to the Government's personnel assigned as counterpart in the conduct of DED/DES.

The Contractor shall submit the DED Report in at least one electronic copy and one hard copy to the Procuring Entity for review and certification as to compliance with the MPSS. The DED Report shall include the outputs from the computer programs or software used in the preparation of plans.

**D. DESIGN CODES**

The DED of the Project shall comply with the following design codes and policies of the NIA:

1. NIA MC No. 47 s. 1998, Manual on Construction Methodology and Quality Control

2. NIA MC No. 36 s. 2016, NIA Guidelines for the Preparation of Conceptual Plans and Detailed Design Drawings for Existing and New Irrigation, Drainage, and Related Infrastructures.
3. NIA MC No. 59 s. 2016, Amendment to Item 1.1 and 1.2 of Section 1 of MC No. 36 s. 2016.
4. NIA MC No. 91 s. 2017, NIA Standard Process and Procedure for the Preparation and Conduct of Detailed Engineering Design (DED) and Review of Plans/Drawings Including the Design Documentation /Reports of Storage/Reservoir Dams.
5. NIA MC No. 18 s. 2019, Adoption of the NIA-Standard Terms of Reference for the Conduct and Undertaking of Detailed Engineering Studies/Design of Storage/ Reservoir Type Irrigation Projects to be Procured Through Outsourcing Scheme.
6. MC. No. 84 s. 2019 - Terms of Reference for the Conduct of Surveying and Mapping for Irrigation Development Projects under Feasibility Study (Guide; Contractor will be required to submit program for DED Survey and Mapping)
7. MC. No. 85 s. 2019 - Terms of Reference for the Conduct of Sub-Surface Geologic and Geotechnical Investigation for the Feasibility Study of Proposed Impounding Irrigation Projects (Guide; Contractor will be required to submit program for DED level Geotechnical Investigation)
8. NIA MC No. 111 s. 2019, NIA General Guidelines and Criteria for the Planning, Design, Construction, Operation, and Maintenance of Reservoir Dams.
9. NIA MC No. 186 s. 2020, Guidelines on Materials Testing and Quality Control
10. NIA MC No. 04 s. 2021, Adoption of Supplemental Guidelines/Manual on Planning, Design, Construction, Operation and Maintenance of Irrigation Projects/Systems with Climate Change Considerations.
11. NIA MC No. 137 s. 2023, NIA Guidelines in Project Preparation for Irrigation Development.
12. US Army Corps of Engineers, General Design and Construction Considerations for Earth and Rockfill Dams.
13. US Army Corps of Engineers, Gravity Dam Design.
14. United States Department of Interior, Bureau of Reclamation, Design of Small Dams.
15. NIA Design Manual for Canals and Canal Structures.
16. NIA Design Manual for Diversion Dams.
17. National Structural Code of the Philippines (NSCP)
18. National Building Code
19. Philippine Electrical Code (PEC)
20. National Electrical Code (NEC)
21. National Electrical Manufacturers Association (NEMA)
22. Illuminating Engineering Society (IES) Standards
23. Republic Act No. 9514, Fire Code of the Philippines and its Revised Implementing Rules and Regulations (RIRR)
24. American Water Works Association (AWWA) Standards
25. American Welding Society (AWS) Standards
26. Philippine Mechanical Code

## E. DESIGN STANDARDS

### 1. PERFORMANCE DESIGN STANDARDS

#### Major Output Parameters

- Irrigation service area – 1,500 hectares
- Volume of irrigation water to be delivered during the land soaking stage based on the cropping calendar
- Volume of irrigation water to be delivered during the crop maintenance stage based on the cropping calendar
- Irrigation canal intensity – 20 m per hectare
- Maximum service area per turnout – 30 hectares
- Compensation flows must not be lower than 10% of the minimum flow of the river concerned
- Shortage of irrigation water during reservoir simulation operation should not occur within 2 successive years.

#### Loading Parameters for Structures

- Economic life of major structures = 50 years
- Design Wind speed = minimum per NSCP
- Specified seismic acceleration = 0.378 minimum based on the FS done or the result of the site-specific geological study of the Contractor, whichever is higher.
- Minimum compressive strength of concrete = 20MPa
- Minimum yield strength of structural steel = 220Mpa
- For earth lined canals, Velocity of water,  $V = 0.3$  to  $0.5\text{m/s}$
- For concrete lined canals, Velocity of water,  $V = 0.3$  to  $1.2\text{m/s}$
- Minimum Factor of Safety for embankment Slope Stability (Please refer to the NIA MC no. 111 series of 2019, Table 14.3.1.A):

Conditions	Upstream Slope	Downstream Slope	Min. Factor of Safety (FS)
1. Just after construction (with or without earthquake)	ok	ok	Without EQ > 1.25 With EQ > 1.00
2. Steady Seepage – Normal Full water Level Condition (With or Without Earthquake)	ok	ok	Without EQ > 1.50 With EQ > 1.00
3. Design Flood Max. Water surface Level (Without Earthquake)	ok	ok	Without EQ > 1.25
4. Intermediate Water Surface Level (With or Without Earthquake)	ok	Not applicable	Without EQ > 1.25 With EQ > 1.00

5. Sudden Drawdown (with or without earthquake)	ok	Not applicable	Without EQ > 1.25 With EQ > 1.00
6. Foundation Shear	Not applicable	Not applicable	>2.5

(i) Minimum Factor of Safety for Dam Overturning and Sliding if Concrete Dam = 2.5

## 2. STRUCTURAL DESIGN STANDARDS

(a) The structural design shall be in accordance with the latest edition of the NSCP.

(b) Seismic Load

The structure shall be designed to withstand earthquakes for Seismic Zone, with a corresponding Seismic Factor of 0.378 based on the FS done or the result of the site-specific geological study of the Contractor, whichever is higher.

## 3. MATERIALS FOR THE PROJECT

Construction materials for the Project must conform to the \_\_\_\_\_ and other relevant industry standards.

(a) Reinforced Concrete

(1) The following design strength of concrete mix shall be used:

- Minimum Compressive Strength of 21MPa at 28 days for structural and non-structural members
- Minimum Compressive Strength of 7MPa at 28 days for Lean Concrete

(2) Reinforcing steel bars shall conform to the requirements of ASTM A615 and PNS 49:2020 with a minimum yield strength FY of 430MPa for Grade 60 bars (PNS 420) and 275MPa for Grade 40 bars (PNS 280)

(b) Structural Steel

For the structural members, ASTM A36 with a minimum yield strength Fy of 250 MPa shall be used.

## F. CONSTRUCTION STANDARDS

The Contractor shall undertake the Construction of the Project in accordance with the Certified DED and the NIA performance standards

The Contractor must execute construction activities in compliance with rules, norms, policies, and environmental requirements based on the following codes and laws:

- Latest (2015) National Structural Code of the Philippines
- National Building Code of the Philippines and IRR
- NIA and other Government Agencies' issuances, memoranda, orders, and policies.

#### **G. CONSTRUCTION PLAN**

The Construction Plan, which forms part of the DED, shall be consistent with all elements of the DED. The Construction Plan must identify the procedures, processes, and management systems that the Contractor will apply to ensure the implementation of the Construction of the Project in accordance with the Contract.

As a minimum, the Construction Plan must present the following outputs:

- (1) Mobilization Plan – human resource and equipment that demonstrates that the use of local labor is maximized.
- (2) Construction organization and management structures for the Construction, identifying key personnel and positions, and sub-contractors.
- (3) Construction, including methodology and procedures.
- (4) Quality control and assurance system.
- (5) Construction Schedule, milestones, and S-curve covering all components of the Construction.
- (6) Major construction equipment to be used for each major stage of the work.
- (7) Updated traffic management plan during construction.
- (8) Periods for review of specific outputs and any other submissions and approvals.
- (9) Sequence of timing for inspections and tests proposed.
- (10) Construction health, safety, and security program in accordance with guidelines of the Department of Labor and Employment.
- (11) Proposed system of work types and locations that will be used to identify each Construction package.
- (12) Environmental monitoring and management plan and process, consistent with the conditions of the ECC.
- (13) Measures and procedures (using BIM as applicable) for:

- (a) Control and monitoring of the Construction Schedule as against actual Construction;
- (b) Supervision and monitoring of the quality control and assurance program for the Project, including the integrity of tests conducted;
- (c) Monthly Progress Reports (MPRs) and monthly updating of the Construction Plans;
- (d) Development and approval of Construction documentation; and
- (e) Survey and condition monitoring.

The MPRs shall include the following information:

- (a) General Information
  - i. Location and Key Map
  - ii. Project Outline and/or Profile
  - iii. Narrative Summary including issues and concerns of the Contractor
- (b) Progress Of Contract Implementation
  - i. Daily activities of Contractor in tabulated form
  - ii. Physical Progress for the month or period
  - iii. Overall Implementation Schedule (target and actual) based on the Program of Work duly approved by the Procuring Entity
  - iv. Daily Manpower Utilization Report
  - v. Daily Equipment Utilization Report
  - vi. Financial Resource Allocation Utilization
  - vii. Materials Resource Allocation
  - viii. Geo-Tagged Pictures (uploaded to niacmd\_pbmes@gmail.com) before, on-going and after
- (c) Local Weather Conditions
  - i. Weather Chart
  - ii. PAG-ASA Rainfall Data

The MPRs shall be one of the bases of the Procuring Entity in the evaluation of requests for time extension.

(14) Strategies for:

- (a) managing risks;
- (b) obtaining all necessary approvals permits and licenses necessary for the Project; and,
- (c) details of records management and indexing protocols that will enable



referencing of all design and construction records back to the DED.

The Construction Plan shall cover the following facilities and works:

- Temporary facility
- Access road
- Source of materials
- Clearing of submerged materials (reservoir area)
- Diversion (temporary) for tunneling and conduit
- Cofferdamming
- Dam body works (compaction and instrumentation)
- Reinforced concrete Works
  - a. Spillway
  - b. Stilling Basin
  - c. Pier
  - d. Control Tower
  - e. Inspection Gallery
- Bulk Water Works (if applicable)
- Floating Solar Power Works (if applicable)
  - a. Mechanical
  - b. Electrical
- Mechanical Works
  - a. Sluice Gates
  - b. Spillway Gates
  - c. Gate Valves
  - d. Check Valves
  - e. Headgates
  - f. Others
- Canalization Works
  - a. Irrigation
  - b. Drainage
- Monitoring and Reporting Works

#### **H. TEST AND QUALITY CONTROL REQUIREMENTS**

The Contractor shall undertake tests during Construction in accordance with the schedule of minimum testing requirements, based on the quality control and assurance program for the Project.

The Contractor shall submit Monthly Materials Testing Reports (MMTRs) which shall include the following information:

- (1) Project Data
- (2) Materials Quality Control Program
- (3) Status of Material Testing Report
- (4) Test Results per Item
- (5) Photos

The MMTRs shall include all the necessary testing activities per item of works including test results, mill certificates, delivery receipts, pre-delivery inspection report, and certificate of acceptance that have been completed during the reporting period.

The Test and Quality Control Requirements shall cover the following works:

- Embankment Works
  - a. Compaction
    - Laboratory Compaction Test; Modified Proctor Test (ASTM D-1557)
    - Field Density Test; Sand Cone Test (ASTM D-1556)
  - b. Suitability of materials
    - Grading Test; Sieve Analysis (ASTM D-46913)
    - Compaction Test (ASTM D-1557)
    - Atterberg Limits Test (ASTM D-4318)
    - Specific Gravity (ASTM D-854/ ASTM C-127)
    - Moisture Content (ASTM D-2216)
    - Permeability Test; Constant Head (ASTM D-2434) and Falling Head Test (ASTM D-5084)
    - Consolidation Test (ASTM D-2435)
    - Triaxial Test for Shear Strength; (UU) (ASTM D-2850), (CU) (ASTM D-4767), (CD) (ASTM D-7181)
- Concrete Works
  - a. Compressive strength at 28 days
  - b. Pouring protocols; Slump Test, Pouring permit & etc
  - c. Curing
- Steel Works
  - a. Mill Certificates
  - b. Tensile Strength
  - c. Dimensions on installations
- Mechanical Works
- Electrical Works
- Penstocks
- Turbines
- Gates Operability

## I. PROJECT COMPLETION PERIOD

The Contractor shall complete the entire DB Project within 1095 calendar days (36 months).

- Commissioning procedures at all electronics, mechanical, electrical, hydraulic and other installations
- Punch listing and rectification duration and protocols
- Turn-over and acceptance protocols
- Post-turnover defects rectification protocols

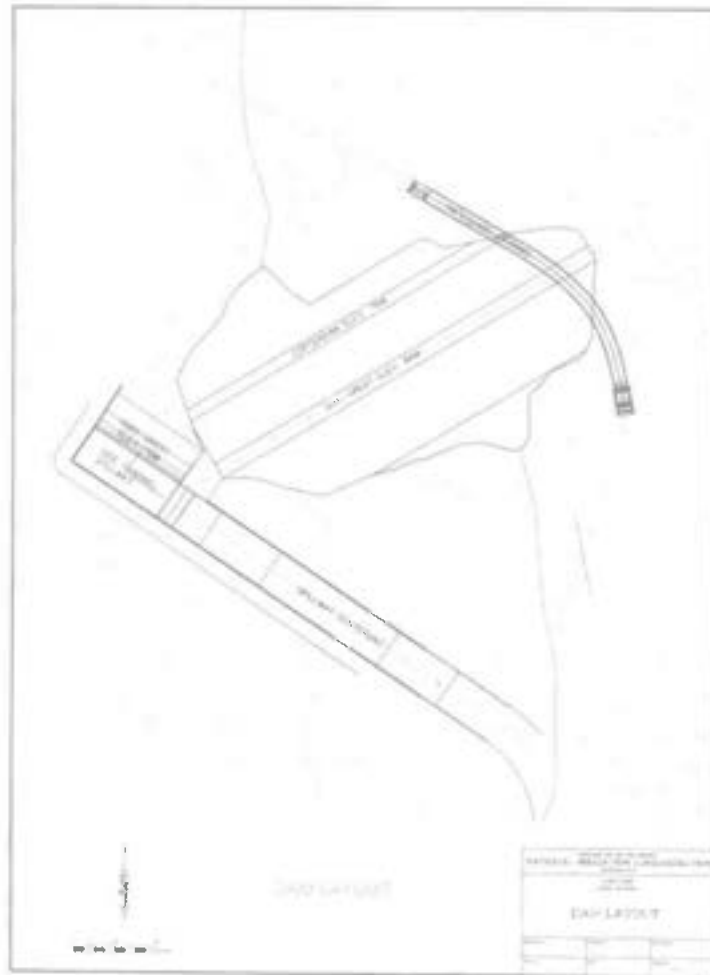
**J. WARRANTY**

The Contractor shall guarantee the completed structure against structural defects and failure for its satisfactory performance vis-a-vis the prescribed MPSS during the lifetime of the structure, in accordance with GCC Clause 12.5. For this purpose, the Contractor shall post a Warranty Security in any of the forms and amounts provided in GCC Clause 12.6.

- Indemnification due to dam damage attributed to poor workmanship and substandard materials
- Dam parts for Warranty

## ***Section IX. Procuring Entity's Conceptual Design and Other Reference Data***

### **A. PROCURING ENTITY'S CONCEPTUAL DESIGN**



#### **NIA'S CONCEPTUAL DESIGN (BASE CASE)**

The following details are indicative data for reference only of the bidder. The bidder is free to deviate from these details provided that it can satisfy the water requirements of the target service area within the economical operating cost.

<b>Dam Body Details</b>		
Type	-	Central Core Earth-fill Dam
Elevation		
a. Top of Dam	m	84
b. River Bed	m	61.6
Height		

a. From River Bed	m	22.4
b. Structural	m	22.83
<b>Crest</b>		
a. Length	m	230
b. Width	m	8
<b>Slope</b>		
a. Upstream	H : V	3.0 : 1
b. Downstream	H : V	3.0 : 1
Volume of Embankment	m <sup>3</sup>	240,000
<b>Spillway</b>		
Type	-	Ungated
Ogee Crest Elevation	m	78
Ogee Crest length	m	50
Chute Width	m	20
Chute Length	m	35
Type of Dissipator	-	Type IV
Inflow Design Flood (200-yr Flood)	m <sup>3</sup> /sec	857.95
Inflow Design Flood (1000-yr Flood)	m <sup>3</sup> /sec	1258.62
Surcharge Height (200-yr Flood)	m	3.58
Peak Outflow Discharge (Max. Capacity) (200-yr Flood)	m <sup>3</sup> /sec	575.10
<b>Outlet Works</b>		
<b>Diversion Conduit</b>		
a. Type	-	Reinforced Concrete Conduit
b.1 Inflow Design Discharge (5-yr Return Period)	m <sup>3</sup> /sec	367.81
b.2 Inflow Design Discharge (10-yr Return Period)	m <sup>3</sup> /sec	441.65
c. No.-Size	No. - m	2-2.50 m Ø
d. Length	m	140
<b>Reservoir</b>		
<b>Elevation</b>		
a. Maximum WS Level	m	81.58
b. Normal (Conservation) WS Level	m	78.00
c Minimum WS Level	m	66.00
d Sediment/Dead Level	m	66.00
<b>Area</b>		
a. Maximum WS Level	ha	325.34
b. Normal (Conservation) WS Level	ha	236.63

c Minimum WS Level	ha	19.12
d Sediment/Dead Level	ha	19.12
Capacity (MCM)		
a. Maximum WS Level	MCM	22.48
b. Normal (Conservation) WS Level	MCM	12.39
c Minimum WS Level	MCM	0.581
d Sediment/Dead Level	MCM	0.581

## B. LOCATION PLAN



**ADMINISTRATIVE MAP**

## C. PROJECT FEASIBILITY STUDY REPORT

*Please refer to the approved NIA Feasibility Study (May 2017)*

## D. GEOTECHNICAL INVESTIGATION DATA

*Please refer to the approved NIA Feasibility Study (May 2017)*

**E. OTHER PRELIMINARY ENGINEERING DATA – E.G., TOPOGRAPHIC, HYDROLOGIC, AND RIGHT-OF-WAY DATA**

*Please refer to the approved NIA Feasibility Study (May 2017)*

**F. SOCIO-ECONOMIC DATA.**

*Please refer to the approved NIA Feasibility Study (May 2017)*

**NOTES:**

1. The Conceptual Design (item A) is based on the Feasibility Study of the Project. It is only indicative and intended for reference of the prospective Bidder/Proponent. The Bidder/Proponent is free to develop and adopt its own design for the Project as long as the design conforms with the MPSS.

2. The Procuring Entity does not guarantee the accuracy and completeness of the above data or their applicability to the specific design to be prepared by the Bidder-Contractor. The Bidder-Contractor is responsible for validating these data for its use.

**G. SUGGESTED PRE-TENDER BUILDING INFORMATION MODELING (BIM) EXECUTION PLAN (BEP) OUTLINE**

**Contents**

**Executive summary**

**1 Introduction**

- 1.1 Project description
- 1.2 Delivery team's scope and collaboration goals
- 1.3 Information Management Responsibilities

**2 Information delivery strategy**

- 2.1 Objective/goals for the collaborative production of information
- 2.2 Delivery team's organizational structure and composition
- 2.3 Delivery team's detailed responsibility matrix
- 2.4 Schedule of software
- 2.5 Federation strategy
- 2.6 Information delivery plans
- 2.7 Delivery team's information delivery risk register
- 2.8 Mobilization plan
- 2.9 Project information model (PIM) delivery strategy
- 2.10 Asset information model (AIM)/handover

**3 Project information standards, information production methods, and procedures adjustments/additions**

- 3.1 Information standards
  - 3.1.1 Information Container Identification Conventions
  - 3.1.2 Health and safety and design construction risk management

### 3.2 Information production methods and procedures

#### 3.2.1 Special coordination strategy

#### 3.2.2 Information Management Key Performance Indicators (KPI)

#### 3.2.3 Information Model Quality

#### 3.2.4 Information security requirements



## ***Section X. Bidding Forms***

The Bidder shall use the Bidding Forms (BFs) listed below in preparing its Bid and, in case it is awarded the contract, in preparing the documents required to perfect the contract.

- NIA-INFRA-10A: Bid Form
- NIA-INFRA-11: Form of Bid Security: Bank Guarantee
- NIA-INFRA-12: Form of Bid Security: Irrevocable Letter of Credit
- NIA-INFRA-13: Form of Bid Securing Declaration
- NIA-INFRA-14A: Contractor's Organizational Chart for the Contract
- NIA-INFRA-15A: List of Contractor's Key Personnel to be Assigned to the Contract
- NIA-INFRA-16: List of Contractor's Major Construction and Laboratory Equipment Units to be Assigned to the Contract
- NIA-INFRA-17: Omnibus Sworn Statement Required by IRR Section 25.2b)iv)
- NIA-INFRA-20: Cash Flow by Quarter
- NIA-INFRA-44: Performance Security: Bank Guarantee
- NIA-INFRA-45: Performance Security: Irrevocable Letter of Credit
- NIA-INFRA-50: Construction Safety and Health Program
- NIA-INFRA-52A: Form of Contract Agreement
- NIA-INFRA-54: Design and Construction Methods for Design-and-Build Contract
- NIA-INFRA-56: Checklist of Requirements for a Design-and-Build Bid

The bidder may download these forms from the PhilGEPS website. The bidder may also obtain from the Procuring Entity hard copies of these forms as part of the BDs for the contract.

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

**BID FORM**

Date:

To: Name of Procuring Entity  
Address

We, the undersigned, declare that:

- a. we have examined and have no reservation on the Bidding Documents (BDs), including Supplemental/Bid Bulletins, for the above-stated Design-and-Build (DB) Contract;
- b. we offer to execute the Works for this Contract in accordance with the said BDs, including the Bid Data Sheet (BDS), General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Minimum Performance Standards and Specifications (MPSS) therein;
- c. we present our Bid to execute the Works, consisting of our Technical Proposal (Annex "A") and our Financial Proposal (Annex "B");
- d. our Technical Proposal includes the following required documents:
  - (1) Eligibility Documents (as required in the Instructions to Bidders or ITB)
  - (2) Philippine Government Electronic Procurement System (PhilGEPS) Certificate of Registration and Membership
  - (3) Current Philippine Contractors Accreditation Board (PCAB) License and Registration
  - (4) Bid Security or Bid Securing Declaration (Form NIA-INFRA-11, NIA-INFRA 12, or NIA-INFRA-13).
  - (5) Bidder's Preliminary Engineering Design Plan
  - (6) Design and Construction Methods (Form NIA-INFRA-54)
  - (7) List of Contractor's Key Design and Construction Personnel (Form NIA-INFRA-15)
  - (8) List of Contractor's Major Construction and laboratory Equipment Units (Form NIA-INFRA-16)
  - (9) Value Engineering (VE) Analysis
  - (10) Bidder's Pre-Tender Building Information Modelling (BIM) Execution Plan (BEP)
  - (11) Organization Chart for the Contract (Form NIA-INFRA-14).
  - (12) Omnibus Sworn Statement (Form NIA-INFRA-17);
- e. our Financial Proposal includes the following required documents:
  - (1) This Bid Form
  - (2) Supporting Detailed Estimates
  - (3) Supporting Cash Flow by Quarter and Payments Schedule (Form NIA-INFRA-20)
  - (4) Estimated Annual Operating and Maintenance (O&M) Costs of the completed facility;
- f. the total price of our Bid for this Contract, excluding any discounts offered in item (g) below, is: total Bid price in words and in figures;

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

- 
- g. the discounts we offer and the methodology for their application for this Contract are: \_\_\_\_\_;
- h. our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the opening of bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period;
- i. if our Bid is accepted and we receive from you a Notice of Award, we commit, within ten (10) calendar days from our receipt of the said Notice, (1) to submit to you the required Performance Security and other documents prescribed in the Bidding Documents, and (2) to sign the Contract Agreement;
- j. we understand that, if the contract is awarded to us, this Bid, together with your written acceptance thereof through your Notice of Award, shall constitute a binding contract between us, until a formal Contract Agreement is prepared and executed;
- k. we understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive;
- l. we acknowledge that failure to sign each page of this Form of Bid and the accomplished Bill of Quantities shall be a ground for the rejection of our Bid; and
- m. 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 appropriate contract documents for the abovementioned Contract.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

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

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

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**FORM OF BID SECURITY: BANK GUARANTEE**

WHEREAS, Name of Bidder, hereinafter called "the Bidder," has submitted its bid dated \_\_\_\_\_ for the Contract ID and Name, hereinafter called "the Bid."

KNOW ALL MEN by these presents that We, Name of Bank of Name of Country, having our registered office at \_\_\_\_\_, hereinafter called "the Bank," are bound unto Name of Procuring Entity, hereinafter called "the Entity," in the sum of amount in words and figures for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
  - a) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

The Guarantee will remain in force up to a period of \_\_\_\_\_ days from the opening of bids as stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank within the said period.

Name and Signature of Bank's Authorized Signatory  
Position

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

National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

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FORM OF BID SECURITY: IRREVOCABLE LETTER OF CREDIT

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Irrevocable Letter of Credit No. \_\_\_\_\_

For: Contract ID and Name

WHEREAS, Name of Bidder, hereinafter called the "Bidder," has undertaken to submit to you a bid for the abovestated Contract, and whereas you have stipulated in the Instructions to Bidders for the said Contract that the Bidder shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Bid Security for the faithful compliance of the obligations of the Bidder:

WHEREAS, the Conditions of this obligation are that:

- 1) if the Bidder withdraws the Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having been notified of the acceptance of the Bid and award of contract to it by the Entity during the period of bid validity:
  - a) fails or refuses to submit the requirements for and to execute the Form of Contract in accordance with the Instructions to Bidders; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

WHEREAS, we have agreed to guarantee this obligation of the Bidder.

National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

-----  
THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to the total amount of amount of guarantee and we undertake to pay you, upon first written demand declaring the Bidder to be in default under the Instructions to Bidders and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until one hundred twenty (120) calendar days after the date of opening of bids for the said Contract on date.

This certification is being issued in favor of the said Bidder in connection with your requirements of the bidding for the said Contract. We are aware that any false statements issued by us make us liable to perjury.

*Name and Signature of Authorized Financing Institution*  
*Official Designation*

Concurred by:

*Name and Signature of Bidder's Authorized Representative*  
*Official Designation*

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----  
**REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_) S.S.**

X-----X

**BID SECURING DECLARATION**

**Invitation to Bid:** *[Insert reference number]*

**Contract ID:**

**Contract Name:**

**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 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 in 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 Implementing Rules and regulations (IRR) of Republic Act 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;
  - (c) I am/we are declared as the bidder with the Lowest Calculated and 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'S  
AUTHORIZED REPRESENTATIVE]***

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----  
*[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. \_\_\_\_\_ issued 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 \_\_\_\_.

*Note: This must be dry-sealed.*

**BID SECURING DECLARATION**

Design and Construction of Earthfill Dam,  
Reservoir, Appurtenant Structures, And  
Irrigation Facilities of Lopez Small River  
Irrigation Project  
ITB No. R4A-LSRIPD-DB-01



National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

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**CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT**

Submit a copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to it. Indicate in the chart the names of the Key Design and Construction Personnel to be assigned to the Contract, as required in the Instructions to Bidders and Bid Data Sheet. Include Sub-Contractors, if any.

Attach the required Proposed Organizational Chart for the Contract as stated above.

Name and Signature of Bidder's Representative

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

Position

Name of Bidder

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

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**LIST OF CONTRACTOR'S KEY PERSONNEL TO BE ASSIGNED TO THE  
CONTRACT, WITH THEIR QUALIFICATION DATA**

Date of Issuance

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Dear Sir/Madame:

Supplementing our Organizational Chart for the abovestated Contract, we submit, and certify as true and correct, the following information:

1. We have engaged the services of the following key design and construction personnel to perform the duties of the positions indicated in the abovestated Contract if it is awarded to us:

Proposed Position	Name	Profession/ Certification	Years of Experience

2. We submit the enclosed Curriculum Vitae and Affidavits of Commitment to Work on the Contract of these key personnel.
3. We ensure that the abovementioned personnel shall employ their best care, skill, and ability in performing the duties of their respective positions in accordance with the provisions of the Contract, including the Conditions of Contract, Specifications, and Drawings, and that they shall be personally present in the jobsite during the period of their assignment in the Contract.
4. In the event that we choose to replace any of the abovementioned key personnel, we shall submit to you in writing at least fourteen (14) days before making the replacement, for your approval, the name and Curriculum Vitae of the proposed replacement whose qualifications shall be equal to or better than that of the person to be replaced.

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

- 
5. We understand that any violation of the abovestated conditions shall be a sufficient ground for us to be disqualified from this Contract and future biddings of the NIA.

Very truly yours,

*Name and Signature of Bidder's Authorized Representative*

# National Irrigation Administration

Contract ID:  
Contract Name:  
Location of the Contract:

## LIST OF CONTRACTOR'S MAJOR CONSTRUCTION AND LABORATORY EQUIPMENT UNITS TO BE ASSIGNED TO THE CONTRACT, SUPPORTED BY CERTIFICATIONS OF AVAILABILITY

Business Name :  
Business Address :

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lease/Purchase
A. Owned <sup>1</sup>							
i.							
ii.							
iii.							
iv.							
v.							
B. Leased <sup>2</sup>							
i.							
ii.							
iii.							
iv.							
v.							
C. Under Purchase Agreements <sup>3</sup>							
i.							
ii.							
iii.							
iv.							
v.							

<sup>1</sup>Attached are copies of sales invoices / Registration Certificates from the Land Transportation Office.

<sup>2</sup>Attached are the certifications from the lessors that the equipment units under B (Leased) shall be available for this contract.

<sup>3</sup>Attached are the certifications from the vendors that the equipment units under C (Purchase Agreements) shall be available for this contract.

Minimum major construction equipment requirement as prescribed in the Bid Data Sheet:

Minimum major laboratory equipment requirements as prescribed in Bid Data Sheet:

Name and Signature of Bidder's Representative  
Position  
Name of Bidder

Date:

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

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**OMNIBUS SWORN STATEMENT (REVISED)**  
*[shall be submitted with the Bid]*

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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;

## National Irrigation Administration

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

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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, the Procurement Agent if engaged, 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, or 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, the Procurement Agent if engaged, 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, or 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, the Procurement Agent if engaged, 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, or 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:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - 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.

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

**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. \_\_\_\_\_ issued 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. \_\_\_\_\_

P'TR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

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

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

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

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

**OMNIBUS SWORN STATEMENT**

Design and Construction of Earthfill  
Dam, Reservoir, Appurtenant Structures,  
And Irrigation Facilities of Lopez Small  
River Irrigation Project

ITB No. R4A-LSRIPD-DB-01

National Irrigation Administration

Contract ID:  
Contract Name:  
Location of the Contract:

CASH FLOW BY QUARTER

PARTICULAR	TOTAL.	YEAR				YEAR			
		1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
ACCOMPLISHMENT, IN %	100.0%								
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %	100.0%								
CUMULATIVE CASH FLOW, IN PhP									

PARTICULAR	TOTAL.	YEAR				YEAR			
		1st Q	2nd Q	3rd Q	4th Q	1st Q	2nd Q	3rd Q	4th Q
ACCOMPLISHMENT, IN %									
CASH FLOW, IN PhP									
CUMULATIVE ACCOMPLISHMENT, IN %									
CUMULATIVE CASH FLOW, IN PhP									

Submitted by:

Name and Signature of Bidder's Representative  
Position  
Name of Bidder

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



National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

-----  
PERFORMANCE SECURITY: BANK GUARANTEE

To : Name of Head of the Procuring Entity  
Address

WHEREAS, Name and Address of Contractor, hereinafter called "the Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, hereinafter called "the Contract;"

WHEREAS, you have stipulated in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Performance Security for compliance with his obligations in accordance with the Contract; and

WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of amount of guarantee, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of guarantee as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This guarantee shall be valid until the date of issuance to the Contractor of your Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

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PERFORMANCE SECURITY: IRREVOCABLE LETTER OF CREDIT

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

Name of Head of Procuring Entity

Position

Name of Procuring Entity

Address

Fax Number

Subject: Irrevocable Letter of Credit No. \_\_\_\_\_  
For Contract ID and Name

WHEREAS, Name of Contractor, hereinafter called "Contractor," has undertaken to enter into a contract with you to execute Contract ID and Name, and whereas you have stipulated in the said Contract that the Contractor shall furnish you with an irrevocable standby Letter of Credit for a sum specified therein as Performance Security for the faithful compliance of the Contractor's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by the Contractor.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to the total amount of amount of guarantee and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The right to institute action on this guarantee pursuant to Act No. 3688 of any individual, firm, partnership, corporation and association supplying the Contractor with labor and materials for the prosecution of the works is hereby acknowledged and confirmed.

This irrevocable guarantee is valid until the issuance by you of the Certificate of Acceptance of the completed Contract works after the end of the one-year Defects Liability Period of the Contract and upon the submission of the required Warranty Security.

This certification is being issued in favor of the said Contractor in connection with the requirements of the bidding by your office for the abovementioned contract. We are aware that any false statements issued by us make us liable for perjury.

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----  
Name and Signature of Authorized

Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

Concurred By:

Name and Signature of Contractor's

Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

*Note:*

*The amount committed should be machine validated.*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his/her *[insert Government ID No. \_\_\_\_\_]* issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

Until 31 December 20\_\_\_\_

PTR No. \_\_\_\_\_

Issued at: \_\_\_\_\_

Issued on: \_\_\_\_\_

TIN No. \_\_\_\_\_

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

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

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

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

National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

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**CONTRACTOR'S CONSTRUCTION SAFETY AND HEALTH PROGRAM**

Date

To: *Name of the Head of the Procuring Entity*  
*Address*

Pursuant to the provisions of Section 37.2.3 of the Implementing Rules and Regulations of Republic Act No. 9184 and in accordance with the provisions of the Memorandum dated 17 July 2014 of the Department of Labor and Employment (DOLE), we hereby submit to you, as part of the contract documents for the abovementioned contract awarded to us, our Construction Health and Safety Program which, once approved by the National Irrigation Administration (NIA) and concurred in by the DOLE Regional Office concerned, shall be implemented by us for the said contract.

1. Construction Safety and Health Committee: *State the composition of the Contractor's Construction Safety and Health Committee, if one has been formed. Otherwise, state an undertaking of the Contractor to organize such committee and appoint its members before the start of construction work at the project site.*
2. Specific Safety Policies: *State the specific safety policies which the Contractor undertakes to observe and maintain in its construction site, including the frequency of and persons responsible for conducting toolbox and gang meetings.*
3. Penalties and Sanctions: *State the penalties and sanctions for violations of the Construction Safety and Health Program.*
4. Training: *State the frequency, content and persons responsible for orienting, instructing, and training all workers at the site with regard to the Construction Safety and Health Program under which they operate.*
5. Waste Disposal: *State the manner of disposing waste arising from the construction.*

Submitted by:

Name and Signature of Authorized Officer of the Bidder  
Position

National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

-----

**FORM OF CONTRACT AGREEMENT  
FOR DESIGN-AND-BUILD CONTRACT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **CONTRACT AGREEMENT**, made this \_\_\_\_ day of month, year, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **National Irrigation Administration (NIA)**, represented herein by \_\_\_\_\_, duly authorized for this purpose, with main office address at \_\_\_\_\_, hereinafter referred to as the **"PROCURING ENTITY"**;

-and-

\_\_\_\_\_, a single proprietorship/partnership/corporation/joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at \_\_\_\_\_, represented herein by \_\_\_\_\_, duly authorized for this purpose, hereinafter referred to as the **"CONTRACTOR;"**

**WITNESSETH:**

**WHEREAS**, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the **"PROJECT"** under Contract ID and Name, and the **PROCURING ENTITY** has accepted the Calculated Bid of the **CONTRACTOR** for the execution and completion of the **PROJECT** at a total **CONTRACT PRICE** of amount in words and numbers.

**NOW, THEREFORE**, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. In this **CONTRACT AGREEMENT**, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this **CONTRACT AGREEMENT**, and shall be interpreted in the following order of priority:
  - a. This Contract Agreement
  - b. Documents forming part of the Contract Agreement:
    - (1) Notice of Award (NOA) with the Contractor's signed "conforme"

## National Irrigation Administration

Contract ID:

Contract Name:

Location of the Contract:

- 
- (2) **CONTRACTOR's** Bid in the Form of Bid, including its Technical and Financial Components, as calculated by the Procuring Entity and conformed to by the **CONTRACTOR** through the NOA.
  - (3) Instructions to Bidders (ITB) and Bid Data Sheet (BDS)
  - (4) Supplemental/Bid Bulletins for Bidding Documents
  - (5) Special Conditions of Contract (SCC)
  - (6) General Conditions of Contract (GCC)
  - (7) Minimum Standards and Specifications (MPSS)
  - (8) Performance Security
  - (9) Other Documents:
    - (a) Design and Construction Methods
    - (b) Construction Safety and Health Program
    - (c) Contractor's All Risk Insurance (CARI)
3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the **PROCURING ENTITY** to execute and complete the **PROJECT** and remedy any defects therein in conformity with the provisions of this **CONTRACT AGREEMENT** in all respects.
4. In consideration of the execution and completion of the **PROJECT** by the **CONTRACTOR**, the **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** the said **CONTRACT PRICE**, according to the **PAYMENT TERMS AND SCHEDULE** provided in the TOR.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

**PROCURING ENTITY:**

**CONTRACTOR:**

Represented by:

Represented by:

\_\_\_\_\_

\_\_\_\_\_

Witnessed by:

\_\_\_\_\_

\_\_\_\_\_

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

**DB DESIGN AND CONSTRUCTION METHODS  
OUTLINE OF NARRATIVE DESCRIPTION**

**1.0 BRIEF DESCRIPTION OF OVERALL APPROACH**

State the general features of the proposed Design-Build plan.

**2.0 DESIGN METHOD**

- 2.1 Design technology and methodology – main features, design techniques and tools, project materials, quality control for design, proven effectiveness of technology, and its advantages.
- 2.2 Design standards – main features, references, level of detail, and consistency with the prescribed Minimum Performance Standards and Specifications (MPSS) for the contract.
- 2.3 Design outputs – plans, specifications, and supporting design analyses, method of checking, and schedule of delivery of outputs to the Procuring Entity.

**3.0 CONSTRUCTION METHOD**

- 3.1 Construction technology and methodology - general approach, construction techniques and procedures, equipment-materials-labor mix, tests and quality control on materials, workmanship, and completed structure, and construction management, and monitoring and evaluation system and tools.
- 3.2 Program of work – PERT/CPM network, bar chart with S-curve of design and construction activities for the contract works.
- 3.3 Financial program - cash flow schedule, provision for working capital, and recording system.

Submitted by:

Name and Signature of Bidder's Representative

Position

Name of Bidder

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

**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

-----

**CHECKLIST OF REQUIREMENTS FOR A DESIGN-AND-BUILD BID**

The TECHNICAL COMPONENT (First Envelope) shall contain the following:

- ☐ Eligibility Documents
  - A. For Design Component
    - Class "A" Documents
      - ☐ Legal Documents
        - Registration Certificate from SEC/DTI/CDA
        - Mayor's/Business Permit
        - BIR Tax Clearance
      - ☐ Technical Documents
        - PRC IDs
        - SLCC for Design similar to Contract to be Bid
        - Statement of All On-going Government and Private Design Contracts
      - ☐ Financial Documents
        - Audited Financial Statement
        - Computation of NFCC
    - Class "B" Document
      - ☐ JVA if applicable
  - B. For Construction Component
    - Class "A" Documents
      - ☐ Legal Documents
        - Registration Certificate from SEC/DTI/CDA
        - Mayor's/Business Permit
        - BIR Tax Clearance
      - ☐ Technical Documents
        - PCAB License and Registration
        - SLCC similar to Contract to be Bid with CPES or Owner's Certificate of Acceptance
        - Statement of All On-going Government and Private Contracts
      - ☐ Financial Documents
        - Audited Financial Statement
        - Computation of NFCC
    - Class "B" Document
      - JVA if applicable
- ☐ PhilGEPS Certificate of Registration and Membership
- ☐ Current PCAB License and Registration
- ☐ Bid Security or Bid Securing Declaration (Form NIA-INFRA-11, 12, or 13)
- ☐ Bidder's Preliminary Engineering Design
- ☐ Design and Construction Methods (Form NIA-INFRA-54)
- ☐ List of Contractor's Key Design and Construction Personnel (Form NIA-INFRA-15)
- ☐ List of Contractor's Major Equipment Units (Form NIA-INFRA 16)



**National Irrigation Administration**

**Contract ID:**

**Contract Name:**

**Location of the Contract:**

- 
- ☐ Value Engineering (VE) Analysis
  - ☐ Bidder's Pre-Tender BIM Execution Plan (BEP)
  - ☐ Organization Chart for the Contract (Form NIA-INFRA-14)
  - ☐ Omnibus Sworn Statement (Form NIA-INFRA-17)

The FINANCIAL COMPONENT (Second Envelope) shall contain the following:

- ☐ Signed Bid Form (Form NIA-INFRA-10A)
- ☐ Initialed Detailed Estimates
- ☐ Initialed Cash Flow by Quarter (Form NIA-INFRA-20)