



**DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE**

**Emergency Rehabilitation of
DFA OCA-ASEANA's
Sewage Treatment Plant (STP) with
One-Year Operation and Maintenance**

Approved Budget for the Contract:

Eleven Million Two Hundred Thirty Two Thousand Pesos

(Php 11,232,000.00) Only

PB-IN-01-2024

Sixth Edition

July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for ad measurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

TABLE OF CONTENTS

Glossary of	5
Terms, Abbreviations, and Acronyms	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	12
1. Scope of Bid	13
2. Funding Information	13
3. Bidding Requirements	13
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	13
5. Eligible Bidders	14
6. Origin of Associated Goods	14
7. Subcontracts	14
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents	14
10. Documents Comprising the Bid: Eligibility and Technical Components	15
11. Documents Comprising the Bid: Financial Component	15
12. Alternative Bids	16
13. Bid Prices	16
14. Bid and Payment Currencies	16
15. Bid Security	16
16. Sealing and Marking of Bids	17
17. Deadline for Submission of Bids	17
18. Opening and Preliminary Examination of Bids	17
19. Detailed Evaluation and Comparison of Bids	18
20. Post Qualification	18
21. Signing of the Contract	18
Section III. Bid Data Sheet	19
Scope of Contract	24
1. Sectional Completion of Works	24
2. Possession of Site	24
3. The Contractor's Obligations	24
4. Performance Security	25
5. Site Investigation Reports	25
6. Warranty	25
7. Liability of the Contractor	25
8. Termination for Other Causes	26
9. Dayworks	26
10. Program of Work	26
11. Instructions, Inspections and Audits	26

12. Advance Payment	26
13. Progress Payments	27
14. Operating and Maintenance Manuals	27
15. No Employer-Employee Relationship	27
16. Indemnity	27
18. Force Majeure	28
19. Data Privacy Act	28
20. Assignees and Successors	28
21. Third Party Contracts	28
22. Waiver of Rights	28
23. Dispute Resolution and Venue of Action	29
24. Amendment	29
25. Separability Clause	29
26. Governing Law	29
27. Entire Agreement	30
Section V. Special Conditions of Contract	31
Section VI. Specifications	33
Section VIII. Bill of Quantities	49
Bill of Quantities is attached as Annex B.	51
Section IX. Checklist of Technical and Financial Documents	52

Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Invitation to Bid for the
Emergency Rehabilitation of DFA OCA-ASEANA's Sewage Treatment Plant (STP) with One-Year Operation and Maintenance

1. The Department of Foreign Affairs (DFA), through the authorized appropriations under the FY 2022 Building Fund, intends to apply the sum of **Eleven Million Two Hundred Thirty Two Thousand Pesos (Php 11,232,000.00) only** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Emergency Rehabilitation of DFA OCA-ASEANA's Sewage Treatment Plant (STP) with One-Year Operation and Maintenance**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DFA now invites bids for the above Procurement Project. Completion of Works is within one hundred twenty (120) calendar days. Bidders should have completed a contract similar to the Project.

This procurement is described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (PhP)	Non-refundable Bid Fee (PhP)
1	Procurement of Emergency Rehabilitation of DFA OCA-ASEANA's Sewage Treatment Plant (STP) with One-Year Operation and Maintenance	Eleven Million Two Hundred Thirty-Two Thousand Pesos (Php 11,232,000.00)	PhP 25,000.00

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the DFA and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 during office hours or from 8:00 A.M. to 5:00 P.M.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 19 July 2024, Friday, from the Bids and Awards Committee (BAC) Secretariat and at <https://dfa.gov.ph/ongoing-projects>.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
26 July 2024, Friday, 10:00 A.M.	09 August 2024, Friday, 9:00 A.M.	09 August 2024, Friday, 10:00 A.M.	13 August 2024, Tuesday, 1:00 P.M.

The DFA-BAC will hold a Pre-Bid Conference on the above-stated date, which shall be open to all interested bidders.


7. Prospective bidders may visit the project site from 19 July 2024 to 08 August 2024, except weekends and public holidays, between 9:00 A.M. and 5:00 P.M. To set a site visit, please coordinate with Engr. Jomar S. Banguilan through email address jomar.banguilan@dfa.gov.ph and contact numbers 09774657179 or (02) 834-4362.
8. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.
9. Bids must be duly received by the BAC Secretariat at the address below on 09 August 2024, Friday, 9:00 A.M. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
11. Bid opening shall be on 09 August 2024, Friday, 10:00 A.M., 10:00 A.M., via videoconferencing.
12. The DFA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

DFA-BAC Secretariat
Department of Foreign Affairs
12th Floor, DFA Main Building,
2330 Roxas Boulevard, Pasay City 1300
Tel. No. 834-4060 or 834-4823
Email address: bac.secretariat@dfa.gov.ph

14. You may visit the following website to download the Bidding Documents:
<https://dfa.gov.ph/ongoing-projects>.

17 July 2024, in Pasay City



EDGAR B. BADAJOS
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Department of Foreign Affairs invites Bids for the ***Procurement of Emergency Rehabilitation of DFA OCA-ASEANA's Sewage Treatment Plant (STP) with One-Year Operation and Maintenance***, with Project Identification Number *PB-IN-01-2024*.

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

2. Funding Information

2.1. The GOP through the Building Fund Program FY 2023 CA under Buildings, pursuant to FY 2023 Continuing Appropriations Act in the amount of PhP 11,232,000.00.

2.2. The source of funding is NGA, General Appropriations Act.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the

contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold pre-bid conferences for this Project on the specified dates and times through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. In case of joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

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

than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 15.2. The Bid and bid security shall be valid until *14 September 2023*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be Sewerage or Sewage Treatment Plant.
7	Subcontracting is not allowed.
10.3	N/A
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <ul style="list-style-type: none"> ● One (1) Project Engineer <p>Qualified Engineer (Licensed Civil/Mechanical/Electrical/Environmental/Sanitary) with relevant experience in STP projects. The qualified engineer shall be in charge of the design, implementation and supervision of works on the project.</p> <p>For the qualified engineer/s and other proposed key members, the Contractor shall provide the following information:</p> <ol style="list-style-type: none"> a. Professional Qualifications; b. Relevant Education and levels and dates; c. Chronological employment history, including role in any previous similar projects; and d. At least two (2) years of experience in similar projects. <ul style="list-style-type: none"> ● Health and Safety Officer <p>Assigned Safety Officer will be responsible for the overall safety of the project. He/She shall ensure safe working conditions and compliance with all safety operating procedures in the site.</p> <p>The Contractor shall provide the following information:</p> <ol style="list-style-type: none"> a. DOLE Certification; b. Relevant Education and levels and dates; c. Chronological employment history, including role in any previous similar projects; and d. At least two (2) years of experience in similar projects. <ul style="list-style-type: none"> ● Foreman

Assigned foreman will work under the direction of the Contractor/Project Engineer to identify phases of the work. He/She shall be responsible with the timely progress monitoring of the project and ensure workers are knowledgeable and qualified, and assign them according to their skill sets.

The Contractor shall provide the following information:

- a. Relevant Education and levels and dates;
- b. Chronological employment history, including role in any previous similar projects; and
- c. At least two (2) years of experience in similar projects.

10.5

The minimum major equipment requirements are the following:

No.	Qty	Description
1	1 vehicle	Delivery truck
2	1 set	Welding machine
3	2 sets	Electrical Drill/ Driving tools
4	10 sets	Sched. 20 GI Scaffolding set including bracing (1.2m x 1.7m)
5	2 pcs	ABC type fire extinguishers
6	1 pc	Multi-tester
7	1 set	Tile Cutter
8	1set	Pipe cutter

15.1

The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:

- a. The amount of not less than Php 224,640.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
- b. The amount of not less Php 561,600.00 if bid security is in Surety Bond.

19.2	Partial bid is not allowed.
20	N/A
21	Submission of the following documents: <ol style="list-style-type: none">1. Inception report; and2. Construction safety and health program approved by the DOLE.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

Scope of Contract

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

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

1. Sectional Completion of Works

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

2. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

3. The Contractor's Obligations

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

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

4. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

5. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

The Contractor may visit the site on any working day before the date for the opening of bids.

6. Warranty

6.1 In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

6.2 The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

7. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

8. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

9. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

10. Program of Work

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

11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

11. 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.

12. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total

contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

13. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

14. Operating and Maintenance Manuals

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

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

15. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the DFA, the Contractor, being an independent contractor, and the latter's employees, agents, representatives, or subcontractors.

16. Indemnity

The Contractor shall hold the DFA free and harmless from, and hereby binds and obligates itself to indemnify the DFA for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Contractor and/or of its employees, agents, representatives, or sub-contractor.

17. Confidentiality

Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the DFA or which the DFA designated the information as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

18. Force Majeure

The DFA and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the DFA and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

19. Data Privacy Act

The Contractor and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Contractor and its personnel shall be responsible for the destruction of all the data secured from the DFA after the termination of this Contract.

20. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contractor shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the DFA.

21. Third Party Contracts

Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the DFA. The Contractor warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

22. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver

shall be effective only in the specific instance and for the purpose for which it is given.

23. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential.

The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

24. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing. Should the DFA require additional security guards and equipment to be provided by the Contractor, such increase shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

25. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions. If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

26. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

27. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Not Applicable
4.1	Not applicable
6	<p>The site investigation reports are:</p> <p style="text-align: center;">Inception report format are as follows:</p> <ol style="list-style-type: none"> 1. INTRODUCTION 2. PROJECT SCOPE OF WORKS 3. PROJECT APPROACH 4. CONSTRUCTION METHODOLOGY 5. PROJECT MANAGEMENT TEAM CHART 6. GANTT CHART <p><i>NOTE: upon issuance of Notice to Proceed OAMSS-EMD will provide a sample format from previous projects for reference of the winning contractor.</i></p>
6.2	<p>WARRANTY SECURITY</p> <p>The Contractor shall provide warranty for the project/equipment after acceptance of the project, twelve (12) months for minor and electronic parts, twenty-four (24) months for major parts (<i>motors and mechanical parts</i>) of the equipment, and One (1) year Operation and Maintenance of newly rehabilitated STP.</p>
7.2	Two (2) years.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fifteen (15) days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work will be discussed amicably by the parties.
13	N/A
14	N/A
15.1	Operating and maintenance manuals are required upon issuance of certificate of completion and acceptance.
15.2	"As built" drawings are required upon issuance of certificate of completion and acceptance.

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Republic of the Philippines
DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Boulevard, Pasay City

SCOPE OF WORKS

Emergency Rehabilitation of DFA OCA-ASEANA's Sewage Treatment Plant (STP) with One-Year Operation and Maintenance

Item No.		
I.	<p>Background:</p> <p>The DFA OCA-ASEANA's Sewage Treatment Plant (STP), which treats the building's wastewater and effluents, is <u>undersized and requires upgrading of the system.</u></p> <p>The current STP is prone to breakdown. In its current state, the building's wastewater is <u>non-compliant with the DENR-EMB's standards.</u></p>	
II.	<p>Objectives:</p> <p>This project aims to rehabilitate the existing STP for OCA-ASEANA to improve effluent quality, increase treatment capacity, and ensure sustainable operation.</p>	
	<p>Location:</p> <p>Aseana Business Park, Bradco Avenue, corner Diosdado Macapagal Blvd, Parañaque, 1714 Metro Manila</p> <p>(See Annex A. STP Location for reference)</p>	
		Statement of Compliance
III.	<p>Scope of work</p> <p>A. The project shall consist of, but not limited to:</p> <p style="padding-left: 40px;">1. Preparation of the process design</p> <p style="padding-left: 80px;">This component includes preparation of the design process for the preferred treatment option and detailed engineering design for civil works, mechanical, sanitary and electrical requirements and coordination with OAMSS for the rehabilitation</p>	

of STP. The design is to be submitted to OAMSS-EMD and subject for its approval.

Prepare the following documents for approval:

- a. For Construction Drawing (FCD)
- b. Construction schedule/PERT-CPM & Bar Chart
- c. Construction Methods
- d. Project Organization Chart
- e. Lump Sum Cost Summary & Breakdown

2. Consultancy/Extension of Technical Expertise including the ff:

- Coordination meeting with OAMSS Engineering and Maintenance Division (EMD) team with regard to the rehabilitation of STP.
- Supervision on the construction/fabrication of STP.
- Safety orientation/s prior to start of work.
- Preparation and submission of preliminary plans and/or design prior to mobilization, and as-built plans after project completion.
- Securing necessary bonds and permits, including discharge permit from DENR-EMB, once the project is completed.

3. Mobilization/Demobilization

This component includes but not limited to the following:

- Personal protective equipment (PPEs)
- Personnel identification paraphernalia, safety orientation activities and safety signages, among others.
- Vehicle charges, delivery of equipment, transportation of manpower and materials.
- Temporary facilities, office apartment/fabrication site rentals, water and electricity charges with submeter.
- Staking, clearing of site perimeter prior to start of work
- Site area preparation, including clean-up of the STP area, and STP desludging and hauling, among others.

4. Civil Works

These include the following:

- Supply of labor and materials for civil works
- Demolition, restoration and upgrading work for the rehabilitation of STP
- Formworks
- Steelworks
- Concrete works
- Earthworks (excavation/backfill)
- Waterproofing

5. Mechanical Works

These include the following:

- Supply of labor and materials for mechanical works
- Installation of equipment necessary for the efficient operation of STP such as but not limited to the following:
 - air rotary blower
 - coarse bubble diffuser
 - static airlift pump
 - Chlorinator
 - non-clog submersible pump

6. Sanitary Works

These shall include the installation of pipes, fittings, valves, pipe hangers, supports and appurtenances for the STP's piping system. The contractor shall conduct the siphoning of septic tanks during the construction period since the DFA OCA-ASEANA building will continue to operate.

7. Electrical and Instrumentation Works

These include works on the electrical control system such as, but not limited to:

- Electrical cabling and wiring
- Conduiting works
- Motor Control Center
- Programmable Logic Controller or PLC)
- Liquid level control
- Enclosed Circuit Breaker (ECB)

B. Start-up, Commissioning and Performance Testing

These include supervision of the initial Performance Testing and Monitoring of the STP. Equipment and facilities are tested and defects or malfunctions are noted and corrected to ensure efficient performance of the STP. Commissioning includes the application and securing of discharge permit for the STP from the DENR-EMB, including the required three (3) laboratory testing and preparation of report for the wastewater effluent prior to turn over.

C. Training of Operators

The Contractor shall conduct training and orientation of OCA-ASEANA in-house DFA OAMSS-Engineering and Maintenance Division personnel. The training encompasses basic STP principles, process flow, troubleshooting, and routine checks, among others.

D. Submission of Operation and Maintenance Manual

Prior to turn over of the STP, the Contractor shall provide two (2) hard copies and one (1) soft copy of Operation and Maintenance Manual. The manual contains discussions on the basic principle and operation of the STP, routine check, troubleshooting, specifications, and schematic diagram of STP equipment, among other guidelines for the efficient operation of the facilities.

E. One (1) Year Operation and Maintenance

The Contractor shall provide One year operation and maintenance of newly rehabilitated STP of DFA OCA-ASEANA. This includes the following;

- a. Conduct monthly Laboratory Analysis for Effluent under DAO-08-2016 and DAO-19-2021 parameters for Class SB.
- b. Monthly supply of chemicals such as but not limited to the following:
 - Chlorine Granules
 - Chlorine Test Kits

	<ul style="list-style-type: none"> ● pH Test Kits ● Cleaning Supplies <p>c. Monthly preventive maintenance, regular inspection (at least once a week) and conduct repairs, as necessary, at NO COST to the end-user.</p>										
	<p>F. Dismantling of Existing STP Equipment</p> <p>The Contractor shall include the dismantling of the following but not limited to:</p> <ul style="list-style-type: none"> ● Existing Steel Tank ● Equipment (pumps, blowers, valves, and etc) ● Existing pipes ● Existing electrical panel, motor control center, conduits and cabling. 										
	<p>G. Disposal of construction debris and sludge</p> <p>The contractor shall conduct sludge hauling, dewatering, and proper disposal including the construction debris during construction.</p>										
IV.	<p>Technical Specifications</p> <p>1. Description of the Proposed Sewage Treatment Plant Basis of Design</p> <p>The STP shall be designed and build based on the following recommended design criteria and parameters:</p> <p>a. Design Flow Rates</p> <table border="1" data-bbox="416 1518 1158 1680"> <thead> <tr> <th>Parameters</th> <th>Value</th> <th>Unit</th> </tr> </thead> <tbody> <tr> <td>Flow Rate (Peak)</td> <td>50</td> <td>cu.m./day</td> </tr> <tr> <td>Influent Biological Oxygen Demand (BOD)</td> <td><3,000</td> <td>mg/L</td> </tr> </tbody> </table> <p>2. Treatment and Performance Efficiency</p> <p>The STP will be able to produce effluent with qualities conforming to the DENR-EMB General Effluent Standards (GES) for “Class SB” Inland Water (based from DAO Administrative Order No. 08 series of 2016 and Order No. 19 series of 2021) as shown in the table below:</p>	Parameters	Value	Unit	Flow Rate (Peak)	50	cu.m./day	Influent Biological Oxygen Demand (BOD)	<3,000	mg/L	
Parameters	Value	Unit									
Flow Rate (Peak)	50	cu.m./day									
Influent Biological Oxygen Demand (BOD)	<3,000	mg/L									

Parameters	(Class SB)	Units
BOD	30	mg/L
Color (True)	100	TCU
COD	60	mg/L
TSS	70	mg/L
Oil and Grease	5	mg/L
Fecal Coliforms	200	MPN/1000m L
Total Coliforms	3,000	MPN/1000m L
pH (range)	6.5-9.0	-
Ammonia as NH ₃ -N	0.5	mg/L
Nitrates as NO ₃ -N	20	mg/L
Phosphates	2	mg/L
Surfactants (MBAS)	3	mg/L

3. Plant Description and Required Facilities

All treatment unit processes for the STP shall be designed by the Contractor. Civil works, electro-mechanical works, sanitary works and equipment shall be performed/supplied and installed to meet the required treatment with the following technology and system:

- a. Activated Sludge Process Technology
- b. Additional Digester Tank System
- c. New Aeration Tank System
- d. New Chlorine Contact Tank System
- e. Additional Poly Aluminium Chloride (PAC) Dosing System
- f. Reuse Water System Capability

MINIMUM CONTRACTOR'S EQUIPMENT REQUIREMENTS

The contract shall submit during Post Qualification the proof of purchase (Official Receipt), Ownership or rental of the following equipment:

No.	Qty	Description
1	1 vehicle	Delivery truck
2	1 set	Welding machine
3	2 sets	Electrical Drill/ Driving tools
4	10 sets	Sched. 20 GI Scaffolding set

			including bracing (1.2m x 1.7m)	
	5	2 pcs	ABC type fire extinguishers	
	6	1 pc	Multi-tester	
	7	1 set	Tile Cutter	
	8	1 set	Pipe cutter	
V.	Process Flow Diagram of existing Sewage Treatment Plant of DFA OCA-ASEANA for reference.			
	"Please see attached Annex C".			
VI.	Contractor's Obligations			
	The Contractor shall:			
	1. Do all work items under this contract in accordance with National Plumbing Code of the Philippines, National Building Code (NBC), National Structural Code of the Philippines (NSCP), Philippine Society of Mechanical Engineer's (PSME) Code, Philippine Electrical Code (PEC), Sanitation Code of the Philippines, and any applicable engineering and environmental standards or practices.			
	2. Acquire all pertinent permits, licenses, and clearances including payment of taxes and other fees due to local/national government/regulatory units and private entities;			
	3. Submit all documents produced that are part of the Design Services, such as, STP plans, design, and specifications to OAMSS-EMD for review and approval, in accordance with the terms of the contract.			
	4. Submit weekly progress reports covering all relevant phases of implementation of the work. A weekly coordination meeting every Friday at 2:00 P.M. shall be made at the OAMSS-EMD office at OCA-ASEANA.			
	5. Regularly consult with and report to, as may be required by, OAMSS-EMD.			
	6. Pay for the necessary costs of power/electricity and water in rendering the construction services;			
	7. Submit design and construction schedules, product sample or proposed substitute ("or equal"), technical			

	<p>manual and literatures for the OAMSS-EMD's review and approval;</p>	
	<p>8. Complete the project. All works, materials, and services not expressly indicated which may be necessary for the completion, proper design, construction and commissioning of the works shall be provided by the Contractor to ensure a functional and efficient system.</p>	
	<p>9. Submit working drawings if there is any modification prior to the execution of work for review and approval of the OAMSS-EMD.</p>	
	<p>10. Comply with the safety policies of the Department. The Contractor shall submit to and coordinate with OAMSS-EMD, its own safety measures and work schedules, for its evaluation and concurrence.</p>	
	<p>11. Provide brand new equipment and materials necessary for the completion of the rehabilitation of the STP.</p>	
	<p>12. Provide its Technical Personnel with company uniforms and IDs to be worn within DFA OCA-ASEANA premises.</p>	
	<p>13. Provide Personal Protective Equipment (PPE) for its personnel.</p>	
	<p>14. Maintain cleanliness at the work site at all times. At the end of the day's work, all tools, equipment, and unused materials shall be put away in an orderly manner inside the designated temporary facilities area in the DFA OCA-ASEANA.</p>	
	<p>15. Site Inspection</p> <p>The Work shall be based on the existing data and physical condition at the worksite. No increase in cost or extension of time will be considered for failure to inspect and examine the worksite and site condition.</p> <p>The bidders for this contract must secure a Certificate of Site Inspection from OAMSS-EMD prior to the opening of bids and said certificate shall form part of the bid documents to be submitted.</p> <p>In the Certificate of Site Inspection, the bidder acknowledges and warrants to have inspected and examined the sites and their surroundings and has</p>	

	<p>satisfied itself by submission of its Bid Offer (see ANNEX B. BID OFFER FORM and the Detailed Unit Price Analysis (DUPA)) as to the nature of the work and materials necessary for the completion of the project, the means of access to the site, the accommodation that may be required and all necessary risks, contingencies and other circumstances which may influence or affect the Bid Offer.</p> <p>For Site Inspection Schedule contact Engr. Jomar S. Banguilan through email address jomar.banguilan@dfa.gov.ph and contact number 09774657179 or 834-4362.</p>	
	<p>16. Provide weekly progress reports to OAMSS-EMD with photographs indicating corresponding dates.</p>	
	<p>17. Submit As-Built Drawings of the STP in A3 size and electronic copy using the latest editable Auto CAD format, including measurements/tie-ins of all works performed in the project. Tie-ins shall have a minimum of three (3) horizontally measured reference points, which are above-ground and/or on permanent structures, or reference points.</p>	
	<p>18. The Department shall review and approve all phases of the work but the approval shall not be construed to relieve the Contractor of its responsibilities, liabilities and obligations.</p>	
<p>VII.</p>	<p>Contractor's Qualifications</p> <ol style="list-style-type: none"> 1. Corporate profile <ol style="list-style-type: none"> a. Brief overview and general corporate profile of the company, with information as relevant as possible to the scope of work being requested. The Contractor shall have two (2) years of experience in similar projects. 2. PCAB License <p>Philippine Contractors Accreditation Board (PCAB) member licensed size range of "small B" category "C & D" with Specialization to Plumbing and Sanitary work SP-PS or Sewerage/Sewage Treatment Plant.</p> 3. Absence of Bad Faith <ol style="list-style-type: none"> a. The Contractor must have no adverse records or history of bad faith with the Department of 	

	<p>Foreign Affairs, including arbitration cases or legal disputes.</p> <p>b. The Contractor must provide verifiable documentation affirming this clean record. Failure to meet these qualifications will result in disqualification from the bidding process.</p>	
	<p>CONTRACTOR'S PERSONNEL QUALIFICATIONS</p> <p>The minimum requirements of Contractor's key personnel to be assigned to the Contract is as follows:</p> <p>1. One (1) Project Engineer</p> <p>Qualified Engineer (Licensed Civil/Mechanical/Electrical/Environmental/Sanitary) with relevant experience in STP projects. The qualified engineer shall be in charge of the design, implementation and supervision of works on the project.</p> <p>For the qualified engineer/s and other proposed key members, the Contractor shall provide the following information:</p> <ol style="list-style-type: none"> a. Professional Qualifications; b. Relevant Education and levels and dates; c. Chronological employment history, including role in any previous similar projects; and d. At least two (2) years of experience in similar projects. <p>2. Health and Safety Officer</p> <p>Assigned Safety Officer will be responsible for the overall safety of the project. He/She shall ensure safe working conditions and compliance with all safety operating procedures in the site.</p> <p>The Contractor shall provide the following information:</p> <ol style="list-style-type: none"> a. DOLE Certification; b. Relevant Education and levels and dates; 	

	<p>c. Chronological employment history, including role in any previous similar projects; and</p> <p>d. At least two (2) years of experience in similar projects.</p> <p>3. Foreman</p> <p>Assigned foreman will work under the direction of the Contractor/Project Engineer to identify phases of the work. He/She shall be responsible with the timely progress monitoring of the project and ensure workers are knowledgeable and qualified, and assign them according to their skill sets.</p> <p>The Contractor shall provide the following information:</p> <p>a. Relevant Education and levels and dates;</p> <p>b. Chronological employment history, including role in any previous similar projects; and</p> <p>c. At least two (2) years of experience in similar projects.</p>	
VIII.	<p>Warranty</p> <p>The Contractor shall provide warranty for the project/equipment after acceptance of the project, twelve (12) months for minor and electronic parts, twenty-four (24) months for major parts (<i>motors and mechanical parts</i>) of the equipment, and One (1) year Operation and Maintenance of newly rehabilitated STP.</p>	
IX.	<p>Contract Duration</p> <p>The services for the Rehabilitation of the DFA OCA-ASEANA's STP shall be one hundred twenty (120) calendar days reckoned from the date of receipt of the Notice to Proceed (NTP).</p>	
X.	<p>Liquidated Damages</p> <p>If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated</p>	

	<p>damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract.</p>	
XI.	<p>Confidentiality Clause</p> <p>The Contractor shall ensure that all personnel who shall be assigned to the Department shall execute and sign a Non-Disclosure Agreement (NDA) which is to be submitted to the Department prior to the commencement of the service.</p>	
XII.	<p>Terms of Payment</p> <p>1. Progress billing and payment shall be as follows:</p> <p style="padding-left: 40px;">a. 5% of the Contract Price, upon submission of Inception Reports;</p> <p style="padding-left: 80px;">Inception report format are as follows:</p> <p style="padding-left: 120px;">1. INTRODUCTION 2. PROJECT SCOPE OF WORKS 3. PROJECT APPROACH 4. CONSTRUCTION METHODOLOGY 5. PROJECT MANAGEMENT TEAM CHART 6. GANTT CHART</p> <p style="padding-left: 40px;"><i>NOTE: upon issuance of Notice to Proceed OAMSS-EMD will provide a sample format from previous projects for reference of the winning contractor.</i></p> <p style="padding-left: 40px;">b. 10% of Contract Price, upon complete delivery of engineering design and details; c. 20% of the Contract Price, upon delivery of construction materials; d. 35% of the Contract Price, upon completion of 50% construction accomplishment and complete delivery of materials; and e. 30% of the Contract Price, upon completion of the project.</p> <p>Ten percent (10%) of the gross amount due for each of the progress billings shall be withheld by the Department as retention money.</p> <p>The retention money shall be released:</p>	

	<ol style="list-style-type: none"> 1. Upon submission by the Contractor of the required warranty security, as stated in these Technical Specifications; or 2. The issuance of the Certificate of Final Acceptance by OAMSS one (1) year after the completion of the project. <p>The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, and other supporting documents examined by the Office of Financial Evaluation and Control Section (FECS). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p> <p>All payments shall be inclusive of all applicable taxes and other lawful charges.</p>	
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Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule to Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating that the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of the **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

Conformé:

[Signature/s]

[Name of Bidder's Authorized Representative/s]

[Position]

[Date]

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the

manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Bill of Quantities and Detailed Unit Price Analysis attached as [Annex B.](#)

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	<p>(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR, as amended by GPPB Resolution 15-2021;</p> <p>Note: Class "A" Eligibility Documents to be submitted during the Post-Qualification Conference.</p>
<u>Technical Documents</u>	
<input type="checkbox"/>	<p>(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (please include the following in the statement: name of the contract, date of the contract/duration, kinds of goods, amount of contract, and outstanding value);</p> <p><u>and</u></p>
<input type="checkbox"/>	<p>(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules (The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted); <u>and</u></p>
<input type="checkbox"/>	<p>(d) Special PCAB License in case of Joint Ventures; <u>and</u> registration for the type and cost of the contract to be bid; <u>and</u></p>
<input type="checkbox"/>	<p>(e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u></p>
<input type="checkbox"/>	<p>(f) Project Requirements, which shall include the following:</p>
<input type="checkbox"/>	<p>a. Organizational chart for the contract to be bid;</p>
<input type="checkbox"/>	<p>b. List of contractor's key personnel (e.g., Project Manager,</p>

	Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
<input type="checkbox"/>	c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; and
<input type="checkbox"/>	(g) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
<u>Financial Documents</u>	
<input type="checkbox"/>	(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).
<u>Class "B" Documents</u>	
<input type="checkbox"/>	(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Or a Statement of Non-applicability in the absence of JVA.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(j) Original of duly signed and accomplished Financial Bid Form; and
<u>Other documentary requirements under RA No. 9184</u>	
<input type="checkbox"/>	(k) Original of duly signed Bid Prices in the Bill of Quantities; and
<input type="checkbox"/>	(l) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid; and
<input type="checkbox"/>	(m) Cash Flow by Quarter.

