

**PHILIPPINE BIDDING DOCUMENTS**

**CONSTRUCTION OF  
NEW CONCRETE  
BUND WALL FOR THE  
PRE-TREATMENT OF  
WASTEWATER AREA  
FOR SAN PABLO  
MANUFACTURING  
CORPORATION**

Government of the Republic of the Philippines

**SPMC-2024-011**

**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 admeasurements (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.



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

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.





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

### **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.



# Republic of the Philippines

## Office of the President



COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)

(LEGASPI OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION, SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY, INC., GRANEXPORT MANUFACTURING CORPORATION, ILIGAN COCONUT INDUSTRIES, INC.)

4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila

Invitation to Bid No. **SPMC-2024-011**

Date of Posting: November 19, 2024

### **Invitation to Bid for Construction of A New Concrete Bund Wall for the Pre- Treatment of Wastewater Area for San Pablo Manufacturing Corporation**

1. *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)*, through the 2024 Corporate Budget intends to apply the sum of **One Million Thirteen Thousand Nine Hundred Ninety Pesos and 86/100 (P 1,013,990.86)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction of A New Concrete Bund Wall for the Pre-treatment of Wastewater Area for San Pablo Manufacturing Corporation and SPMC-2024-011**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* now invites bids for the above Procurement Project. Completion of the Works is required on the dates specified in the schedule of requirements. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* and inspect the Bidding Documents at the address given below from 9:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on November 19, 2024 from given address and website/s below and upon payment of the

*applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile, or through electronic means.*

6. *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) will hold a Pre-Bid Conference<sup>1</sup> on November 27, 2024, 10:00AM at 4F Palacio del Gobernador, General Luna St., Intramuros, Manila, and/or through videoconferencing/webcasting via Zoom application, (Meeting ID: 869 0250 8061; Password: 142165), which shall be open to prospective bidders.*
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *December 9, 2024 at 3:30PM*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *December 9, 2024 at 4:00PM* through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting via *Zoom Application (Meeting ID: 839 9466 7362)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.*
11. For further information, please refer to:  

Angelita G. Rapada  
BAC Secretariat  
4th Floor, Palacio del Gobernador,  
General Luna St., Intramuros, Manila  
Telephone Number: (632) 8892-2927  
Email Address: **arapada@ciif.ph**

12. You may visit the following websites:

For downloading of Bidding Documents: [www.ciif.ph](http://www.ciif.ph)

**Originally Signed**  
**CARLOS JASON T. SILVA**  
*Chairperson, Bids and Awards Committee IV*

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

## ***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, *Coconut Industry Investment Fund – San Pablo Manufacturing Corporation* (SPMC) invites Bids for the Construction of A New Concrete Bund Wall for the Pre-Treatment of Wastewater Area for San Pablo Manufacturing Corporation, with Project Identification Number SPMC-2024-011.

The Procurement Project (referred to herein as “Project”) is for the:

Lot	Particulars / Description	Quantity	ABC
1	Construction of A New Concrete Bund Wall for the Pre-Treatment of Wastewater Area	1 Lot	P 1,013,990.86
Total			P 1,013,990.86

the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 Corporate Budget in the amount of Php 1,013,990.86.

2.2. The source of funding is:

b. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions



at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

#### **5. Eligible Bidders**

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

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

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

#### **6. Origin of Associated Goods**

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

#### **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- b. Subcontracting is not allowed.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *4th Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

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

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

## **11. Documents Comprising the Bid: Financial Component**

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

## **15. Bid Security**

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until April 8, 2025. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

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



- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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



## ***Section III. Bid Data Sheet***

### **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: <i>The contract similar to the project must include in its scope of work the <b>CONSTRUCTION OF A NEW CONCRETE BUND WALL</b></i>		
7.1	<i>Subcontracting is not allowed</i>		
10.3	<i>PCAB Principal Classification:</i>  <i>LICENSE PARTICULARS:</i> <i>Classification: GENERAL BUILDING</i> <i>Category: C &amp; D</i> <i>REGISTRATION PARTICULARS:</i> <i>Kinds of Project: GB-1 BUILDING</i> <i>Respective Size Range: SMALL B</i>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<i>Key Personnel</i>	<i>General Experience</i>	<i>Relevant Experience</i>
	<i>Project Engineer</i>	<i>Licensed Engineer (Structural / Civil) with valid PRC ID</i>  <i>With a certificate of employment from previous and present employment</i>	<i>With 3 to 5 years of experience in construction supervision preferably with vertical and horizontal structures</i>
	<i>Construction Safety and Health Officer</i>	<i>Accredited Safety officer issued by DOLE.</i>	<i>The safety officer must be an accredited safety practitioner and has undergone the prescribed 40-hour Construction Safety and Health Training (COSH).</i>  <i>With at least 2 years of experience in OSH.</i>
	<i>Safety Officer</i>	<i>Accredited Safety officer issued by DOLE.</i>	<i>The safety officer must be an accredited safety practitioner and has undergone the prescribed 40-hour</i>

			Construction Safety and Health Training (COSH) At least 2 years of experience in OSH.										
	First Aider	With certificate of training issued by Red Cross or any license medical practitioner	With at least 2 years' experience in the field of medical and/or construction										
	Foreman	With certificate of employment from previous and present employer.	With at least 5 years of accumulated experience in construction supervision and / or construction.										
10.5	The minimum major equipment requirements are the following: <table><tr><td><u>Equipment</u></td><td><u>Number of Units</u></td></tr><tr><td><b>Cement Mixer (Optional)</b></td><td><b>1 Unit</b></td></tr><tr><td><b>Backhoe (Optional)</b></td><td><b>1 Unit</b></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table> <p>The bidder must possess the required number of units and must own at least one unit of the required equipment. For this purpose, a proof of ownership must be attached.</p> <p>This equipment should be indicated in the “List of Equipment Owned or Leased and/or Under Purchase Agreements, Pledged to the Proposed Contract”, which shall be supported with the following:</p> <ol style="list-style-type: none"><li>1. Proof of ownership (O.R/C.R/Deed of absolute sale) for owned equipment</li><li>2. Certification of Availability of Equipment from the Equipment Lessor/Vendor, as the case may be</li></ol>			<u>Equipment</u>	<u>Number of Units</u>	<b>Cement Mixer (Optional)</b>	<b>1 Unit</b>	<b>Backhoe (Optional)</b>	<b>1 Unit</b>				
<u>Equipment</u>	<u>Number of Units</u>												
<b>Cement Mixer (Optional)</b>	<b>1 Unit</b>												
<b>Backhoe (Optional)</b>	<b>1 Unit</b>												
12	Alternative bid shall not be accepted.												
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ol style="list-style-type: none"><li>a. The amount of not less than <b>Php 20,279.82</b> [Insert two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li><li>b. The amount of not less than <b>Php 50,699.54</b> [Insert five percent (5%) of ABC] if bid security is in Surety Bond.</li></ol>												
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.												

21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.</p> <ol style="list-style-type: none"> <li>1. Five (5) - copies of the Duly signed Bar Chart/Construction Schedule, Cash Flow and S-curve;</li> <li>2. Five (5) - copies of the Duly signed PERT/CPM;</li> <li>3. Five (5) - copies of duly signed List of Manpower with Manpower Deployment Schedule;</li> <li>4. Five (5) - copies of duly signed List of Equipment with Equipment Utilization Schedule;</li> <li>5. One (1) - copy of duly signed Construction Methodology in narrative form;</li> <li>6. Construction Safety and Health Program approved by the Department of Labor and Employment;</li> <li>7. Contractor's All Risk Insurance Policy Items 1 to 4 of the foregoing documents are subject to approval of the Procuring Entity or his duly authorized representative.</li> </ol>
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## ***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.





## **1. Scope of Contract**

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

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

## **2. Sectional Completion of Works**

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

## **3. Possession of Site**

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

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

## **4. The Contractor's Obligations**

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

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

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

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

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

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



## ***Section V. Special Conditions of Contract***

### **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	
1	<p>The Contractor shall undertake the <b>Construction of a New Concrete Bund Wall for the Pre-Treatment of Wastewater Area</b> as herein mentioned, covering the period from December 2024 to January 2025.</p> <p><b>Construction of a New Concrete Bund Wall for the Pre-Treatment of Wastewater Area</b> shall be made by the Contractor in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>For purposes of this clause, the Procuring Entities representative is:</p> <p>Ailyn Caniedo Mobile Number: 639431281303</p>
2	<p>Completion of Works for the <b>Construction of a New Concrete Bund Wall for the Pre-Treatment of Wastewater Area</b> is within the thirty (30) days from mobilization.</p>
4	<p>Supply and Delivery shall commence two (2) weeks after receipt of Notice to Proceed</p> <p>Completion of Works shall be made within thirty (30) days</p> <p>Contractor's Obligation</p> <ol style="list-style-type: none"> <li>1. The Contractor shall provide all the necessary supervision, labor, materials, plant and equipment. All materials and plant on site shall be deemed properties of the Procuring Entity.</li> <li>2. The Contractor shall commence execution of the works on the start date and shall carry out the works in accordance with the submitted Program of Work, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.</li> <li>3. The Contractor shall be responsible for the safety of all activities on the site.</li> <li>4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the site is located.</li> <li>5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if</li> </ol>

	<p>their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.</p> <ol style="list-style-type: none"> <li>6. 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.</li> <li>7. During Contract implementation, the Contractor shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.</li> <li>8. 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.</li> <li>9. 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.</li> </ol>
5	<p>Performance Security</p> <ol style="list-style-type: none"> <li>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 Contractor shall furnish the performance security in any of the forms prescribed in ITB;</li> <li>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;</li> <li>3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance;</li> <li>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: <ol style="list-style-type: none"> <li>(a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;</li> <li>(b) The Contractor has no pending claims for labor and materials filed against it; and</li> <li>(c) Other terms specified in the SCC.</li> </ol> </li> <li>5. The Contractor shall post an additional performance security following the amount and form specified in Section 39 of IRR 2016 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of</li> </ol>

	<p>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.</p> <p>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.</p>
6	<p>The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in this SCC supplemented by any information obtained by the Contractor.</p> <p>The site investigation reports are:</p> <ol style="list-style-type: none"> <li>1. Concrete Strength of the foundation</li> <li>2. Job Hazard Analysis</li> <li>3. Project site is not within a geohazard zone</li> </ol>
7.2	Two (2) years warranty from the date of acceptance
10	a. No dayworks are applicable to the contract.
11	<ol style="list-style-type: none"> <li>1. The Contractor shall submit the Program of Work to the Procuring Entity's Representative within TEN (10) days of delivery of the Notice of Award.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol>

	<p>5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast.</p> <p>6. All Variations shall be included in updated Program of Work produced by the Contractor.</p>
11.2	The amount to be withheld for late submission of an updated Program of Work is <b><u>5% of the Progress Billing</u></b> .
13	<p>The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i>.</p> <p>The amount of the advance payment is fifteen percent (15%) of the Contract Price and shall be paid within <b>twenty (20)</b> calendar days from signing of the contract, subject to the requirements under GCC Clause 13. Said period shall be exclusive of the time necessitated by and as a result of external factors such as pre-audit of the request for advance payment.</p>
14	<p><b>Progress Payment</b></p> <ol style="list-style-type: none"> <li>1. Fifteen Percent (15%) upon signing of the contract;</li> <li>2. Thirty Percent (30%) upon turn-over of the demolished existing bund wall to SPMC's representatives and delivery and acceptance of As-Planned detailed design drawings or layout plan, technical specifications, detailed bill of quantities and summary of works;</li> <li>3. Forty Percent (40%) upon <b>80% work accomplished</b>, and submission of the Original copy of Layout Plan / <b>As Built Drawings in printed in A3</b>, approved by SPMC, complete with legend, technical specifications and measurements, and an electronic copy in AutoCAD;</li> <li>4. Fifteen Percent (15%) upon submission of: <ol style="list-style-type: none"> <li>a) Final Project Report including photo documentations before, during and after implementation of work,</li> <li>b) Certificate of Completion, and</li> <li>c) Warranty Certificate of at least <b>two (2) years</b> against poor workmanship and defects traceable to materials.</li> </ol> </li> </ol> <p>The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:</p> <ol style="list-style-type: none"> <li>(a) Cumulative value of the work previously certified and paid for. (</li> <li>b) Portion of the advance payment to be recouped for the month.</li> <li>(c) Retention money in accordance with the condition of contract.</li> <li>(d) Amount to cover third party liabilities.</li> <li>e) Amount to cover uncorrected discovered defects in the works.</li> </ol> <p>3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. 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. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.</p> <p>4. Items of the Works for which a price of "0" (zero) has been entered</p>



	will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.
15.1	<p>The date by which operating and maintenance manuals are required is <b>7 calendar days from the receipt of Certificate of Completion.</b></p> <p>The date by which “as built” drawings are required is <b>15 calendar days from the receipt of Certificate of Completion.</b></p>
15.2	<p>The amount to be deducted from payments due to the Contractor for failing to submit “as built drawings within the date required shall be 1/10 of 1% for every day of delay.</p> <p>The request for final payment shall not be processed pending submission and approval of the “As-Built Plans”</p>





## ***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.



# *Specifications*

## 1. SCOPE OF WORKS

The Contractor shall undertake the work implementation of the "**Construction of a New Concrete Bund Wall for Pre-Treatment of Wastewater Area.**"

The application, processing, and payment of permits, licenses and other issuances that may be required by the local government unit and/or any government agency for installation, completion, and final turn-over and commissioning of a New Concrete Bund Wall for Pre-Treatment of Wastewater Area shall be the responsibility of the Contractor. Deployment of labor and equipment shall only be done upon issuance of the Building Permit from the concerned Agencies. Works and activities that do not need permits can commence simultaneously.

### A. DEMOLITION OF EXISTING BUNDWALL

The scope and extent of the demolition shall be properly observed and shall be disposed properly to the expense of the Contractor and deemed included in the unit price of the contract. The Contractor shall have validated the project site before tendering its bid price. All demolished materials shall become the property of the Contractor for his disposal off-site in accordance with all applicable laws and local ordinances at the Contractor's expense.

Cuttings, objectionable and demolished materials shall be disposed off in a manner and place as designated by the Project Manager at the expense of the Contractor. Salvageable materials shall be retained to the owner and shall be stockpiled properly to protect them from vandals and the weather, if necessary, before these can be hauled to the designated area. Those that will be disposed should be hauled in SPMC Plant.

### B. CONSTRUCTION OF BUND WALL

The Contractor shall be responsible for all labor, materials and equipment necessary for the construction of concrete bund wall shall conform to all requirements of San Pablo Manufacturing Corporation"

All materials or workmanship shall comply with the specifications. Other standards superior to those enumerated in this specification shall be acceptable, subject to the approval of SPMC or Project Manager. The opinion of the Authorized Representative must be obtained prior to utilizing such materials or workmanship on or off the site.

### C. DESCRIPTION AND SPECIFICATIONS OF COMCRETE BUND WALL

Bund walls should be built on a solid foundation, capable of carrying the weight of the tank, liquid contents, and external loads. The walls should be constructed to ensure leak-tightness and durability.

Area : 134.09 sq.mtr (see drawing for dimensions)

The height of the bund wall should be 1.4 meters to facilitate firefighting and access. The floor area should be designed to accommodate the volume of the contained material.

Bund wall and floor construction should include leak-tight penetration joints to prevent fluid escape.

Wall footing 200mm x 400mm

The bund should be sized to hold at least 110% of the maximum capacity of the largest tank or drum, allowing for some latitude in emergency response.

#### D. HYDROSTATIC TESTING

Bund walls should be hydrostatically tested after construction to ensure leak-tightness. Regular inspections and maintenance assessments are also necessary to ensure the bund remains fit for purpose.

The test involves filling the bund wall with water to its designed capacity and monitoring the water level over a set period to detect any leaks or breaches.

1. **Visual Inspection:** The Contractor conducts a visual inspection to ensure the bundwall is safe to test and identify any potential issues.
2. **Water Filling:** The bund wall is filled with water to its designed freeboard level. The Contractor is responsible for furnishing the water to the site.
3. **Water Level Monitoring:** The water level is monitored over a defined period to detect any loss of liquid, indicating a breach or leak in the bund wall.
4. **Testing:** The bund wall is pressurized with water to its designed capacity, and the water level is again monitored for any changes.

Any leaks disclosed by this test shall be repaired in accordance with the approved standards and subject to the approval of SPMC's Authorized Representative. The wall shall be retested and repaired until no leaks occur. Water required for testing shall be furnished by SPMC when available but it shall be paid by the Contractor, accordingly the cost of equivalent volume used in the testing shall be included in the bid price of the Contractor, the cost of the water shall be subject to the prevailing water rate schedule of SPMC. Disposal of test water shall be the responsibility of the Contractor. In such case when water is not available from SPMC's source, the Contractor shall make the necessary arrangements for the water to be supplied for the tank testing, the Contractor shall obtain water from some other approved source at his own expense.

#### E. Client turnover

Verify the bund wall structural integrity, meeting the required standards and specifications. Document all visual inspection and hydrostatic testing activities, including test results and any issues encountered.

## **2. GENERAL REQUIREMENT**

### **2.1 Engineering Management, Accommodation, Mobilization and Demolition**

2.1.1. The Contractor shall be responsible for all labor, materials and equipment necessary for the construction of a New Concrete Bund Wall for Pre-Treatment Wastewater Area.

2.1.2. The Contractor shall provide and maintain sanitary operable conditions, all in conformity with the local regulations.

2.1.3 The Contractor shall provide other temporary working areas as may be required for use of its workers and safe storage of tools and materials. Such structures shall be located only in the place acceptable to SPMC. For purposes of this clause, acceptance of SPMC shall be in writing.

2.1.4 The Contractor shall provide conduits, wires, connections accessories and labor.

2.1.5 The Contractor shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the safe execution of the work.

2.1.6 All temporary services and facilities installed by the Contractor shall be removed by the Contractor upon completion of the contract or as directed by SPMC.

2.1.7 The Contractor shall repair and restore any damage caused during mobilization, demobilization, and contract implementation.

2.1.8 The Contractor shall prepare surfaces in a skillful manner to produce finished work of first-class appearance and durability.

2.1.9 For parts, equipment and others that needs replacement/removed/dismantled, a written list with details and pictures must be submitted and approved by SPMC prior to its removal. Upon removal, all items must be surrendered to SPMC for proper recording.

2.1.10 The Contractor shall include a detailed implementation schedule of the project to avoid interruptions in the operation of SPMC.

2.1.11 The Contractor shall provide SPMC's Maintenance/Safety Division to have the right to observe during the installation procedures.

2.1.12 The Contractor shall ensure that all fits and finishes are precise with professional standard for quality and workmanship.

2.1.13 The Contractor shall complete the project without causing any alteration or damage to the work area/project site during any chipping or other construction activities. Any damage, whether accidental or otherwise, shall be the Contractor's responsibility and must be restored to its original condition and appearance by the Contractor.

2.1.14 All roughing-ins, civil works, including supports, boxes, fittings, mounting brackets, etc., should be provided by the Contractor.

2.1.15 The Contractor shall restore to its original condition any facilities and fixtures that has been damage due to rehabilitation works and accidents arising during implementation, if any.

2.1.16 The Contractor shall clean the area before turn-over.

2.1.17 The Contractor shall demobilize and turn-over the entire project for acceptance of SPMC or its authorized representative.

2.1.18 The Contractor shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

2.1.19 The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site. A daily inspection of the work area shall be conducted by the Contractor and SPMC or its authorized



representative.

2.1.20 The Contractor shall protect adjacent areas against any damage by Contractor's employees, or materials, equipment and tools during the execution of the work. Any damage done by Contractor's employees shall be repaired at Contractor's own expense, without additional compensation beyond the contract.

2.1.21 All necessary permits and other requirements shall be secured for the account of the Contractor. Said requirements shall be turned over to SPMC prior to undertaking the project.

2.1.22 The Contractor shall assign a full-time licensed Civil Engineer as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. Said PIC shall report the weekly status/progress of the project as agreed during the kick-off meeting and who shall be the one responsible for all coordination works with the SPMC or its authorized representatives.

2.1.23 All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the Contractor at no additional cost to the SPMC.

## **2.2 Contractor's Obligation**

2.2.1. The Contractor shall provide all the necessary supervision, labor, materials, plant and equipment. All materials and plant on site shall be deemed properties of the Procuring Entity.

2.2.2. The Contractor shall commence execution of the works on the start date and shall carry out the works in accordance with the submitted Program of Work, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.

2.2.3. The Contractor shall be responsible for the safety of all activities on the site.

2.2.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the site is located.

2.2.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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.

2.2.6. 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.

2.2.7. During Contract implementation, the Contractor shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

2.2.8. 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.

2.2.9. 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.

## **2.2 Safety Provision**

2.3.1. The Contractor shall provide safety signage/early warning signs visible in the area.

2.3.2. The Contractor shall make available protective equipment for its workers and shall comply with the OSH standards set by DOLE on safety and use of such equipment in the project operation including the transport to and from the establishment, project, site or place where work is being undertaken.

2.3.3. The Contractor shall enforce any precautionary measures required to ensure work is safe and protected and shall comply with OSH standards.

2.3.4. The Contractor shall observe the required standards of safety and procedures in accordance with OSH standards and that its workers must be insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the SPMC's house regulations to be issued together with the Work Permit.

2.3.5 The Contractor shall be responsible for securing SPMC issued work permits and compliance with other rules and regulations related to the construction works. All workers/engineers working at site are required to wear company I.D. and uniforms indicating their company name.

2.3.6 Cooking and sleeping are not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the SPMC premises is not allowed.

2.3.7 The Contractor is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) standards, rules and issuances by the DOLE. The program shall state the following:

2.3.7.1 Composition of Construction Safety and Health Committee

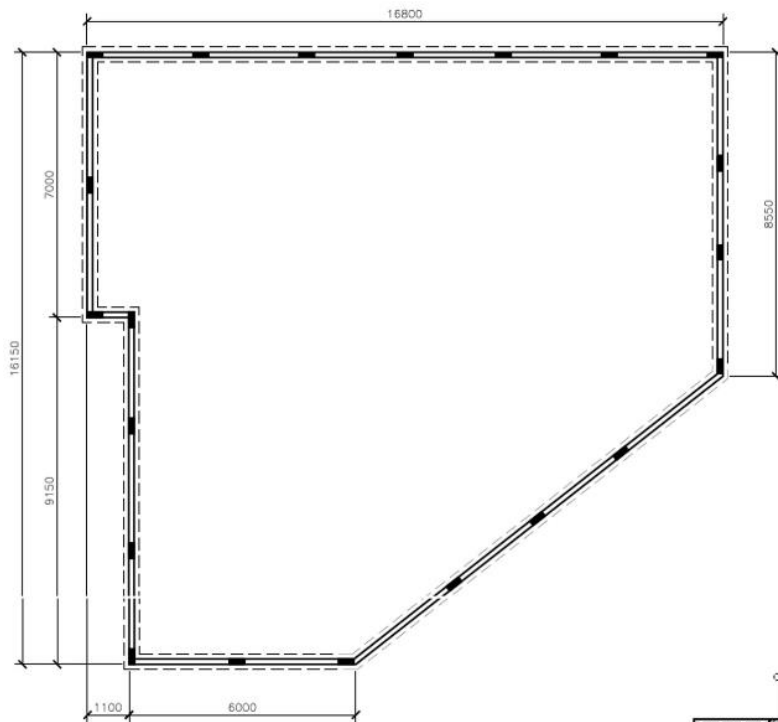
·2.3.7.2 Specific safety policies which the Contractor shall observe at the area of construction which include but not limited to fall protection, chemical hazards, and materials handling and storage.

2.3.7.3 Penalties and sanctions for violations of the program.

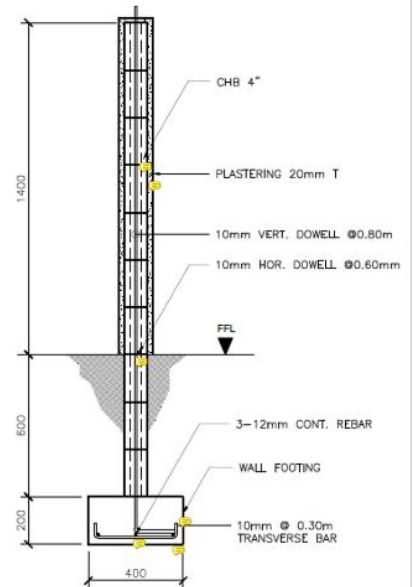
· The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.



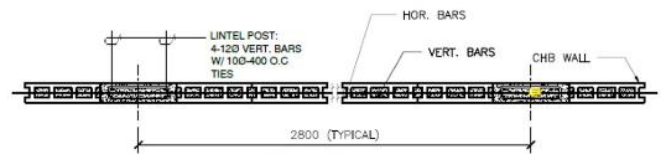
## Section VII. Drawings



**S1 BUNDWALL LAYOUT PLAN**  
01 SCALE: 1:200 mm



S1  
02
**WALL FOOTING AND CHB LAYOUT PLAN**  
 SCALE: 1:16 mm



S1 LINTEL POST DETAIL  
03 SCALE: N.T.S.

## ***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**

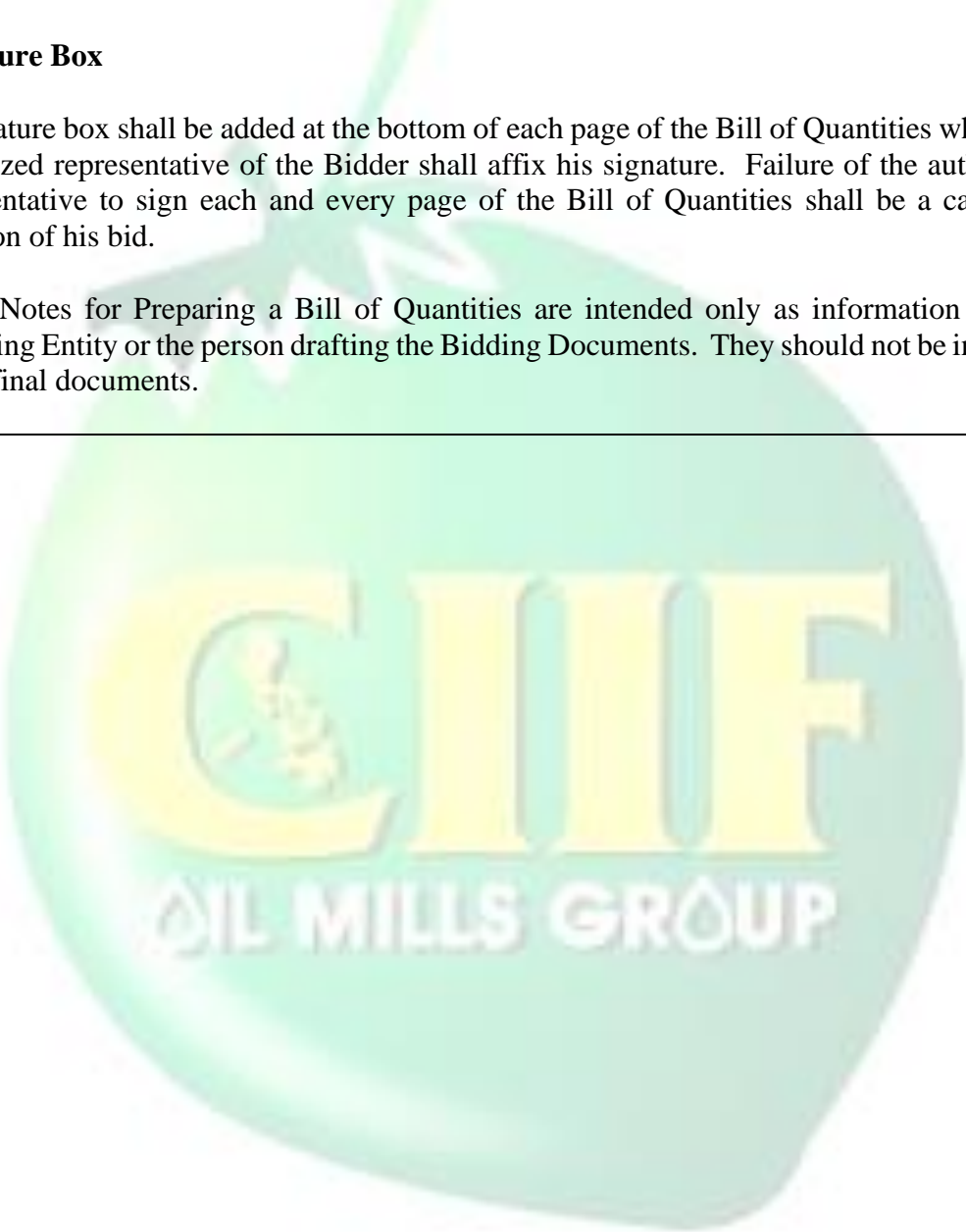
A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of 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

Item	Description	Qty	UoM	Unit Cost (Labor / Material)	Total Cost
<b>I. GENERAL REQUIREMENT</b>					
	Engineering Management	1	lot		
	Accommodation, Mobilization and Demobilization	1	lot		
	Safety Provision	1	lot		
	Overhead Expense	1	lot		
	Sub-Total				
<b>II. CONSTRUCTION PHASE</b>					
	1. Demolition Works				
	Demolition of existing Bund Wall	1	lot		
	2. Civil Works				
	Excavation in preparation for wall footing	1	lot		
	Wall footing 200mm x 400mm	1	lot		
	Installation of rebars	1	lot		
	Hollow block laying	1	lot		
	Plastering	1	lot		
	Finishing works	1	lot		
	3. Hydrostatic testing of bundwall				
	4. Client turnover				

	Sub-Total				
<b>III. MATERIALS</b>					
	<b>1. WALL FOOTING</b>				
	Cement	165	bags		
	Gravel	14	Cu.m		
	Sand	7	Cu.m		
	Corrugated Round Bar 10mm	16	lgth		
	Corrugated Round Bar 12mm	35	lgth		
	<b>2. LINTEL POST</b>				
	Cement	23	bags		
	Gravel	2	Cu.m		
	Sand	1	Cu.m		
	Corrugated Round Bar 10mm	17	lgth		
	Corrugated Round Bar 12mm	32	lgth		
	Coco lumber, Plywood	1	Lot		
	<b>3. WALL FENCE</b>				
	Concrete Hollow Bock 4"	1,427	Pcs		
	Cement	117	bags		
	Sand	10	Cu.m		
	Corrugated Round Bar 10mm	82	lgth		
	BI Pipe 1"dia., Sched 20	5	lgth		

	Barbed Wire	1	Roll		
	Tire wire	20	Kg		
	Sacks & Consumables	1	Lot		
SUBTOTAL					
TOTAL					



## ***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

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4<sup>th</sup> Floor Palacio del Gobernador, General Luna City, Intramuros, Manila, on December 9, 2024, not later than 3:30PM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File in USB) each of the required documents. The PDF File copies shall be saved in two (2) USBs (USB#1 for Technical Component and USB#2 for Financial Component). All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- ☐ (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
- ☐ a. Organizational chart for the contract to be bid;
- ☐ b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
- ☐ c. List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.



Financial Documents

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

***Class "B" Documents***

- ☐ (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

Other documentary requirements under RA No. 9184

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

## *Section X. Bidding Forms*



**Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**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;

**6. [Select one, delete the rest:]**

*[If a sole proprietor:]* The owner or sole proprietor is not related to the Head of the

Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- 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.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Bid Form for the Procurement of Infrastructure**

(shall be submitted with the Bid)

**FINANCIAL BID FORM**

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

Invitation to Bid No: \_\_\_\_\_

To: (name and address of Procuring Entity)

Having examined the Philippine Bidding Documents (PBDs) for the “**Construction of A New Concrete Bund Wall for the Pre-treatment of Wastewater Area for San Pablo Manufacturing Corporation**” including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declared that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the above-mentioned Procurement Project;
- b. We offer to execute the Works for this Contract in accordance with the PBDs.
- c. Below is the total price of our Bid in words and figures, excluding any discounts offered

Particulars	Bid (in words)	Bid (in Php)
Construction of A New Concrete Bund Wall for the Pre-treatment Wastewater Area		
<b>Total Bid</b>		

Note: The total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [government applicable taxes e.g. (i) Value Added Tax (VAT), (ii) Income Tax, (iii) Local Taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates

- d. The discounts offered and the methodology for their application are: [insert information];
- e. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- f. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,

- g. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- h. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>2</sup> for this purpose;
- i. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

The undersigned is authorized to submit the bid on behalf of (name of the bidder) as evidenced by the attached (state the written authority).

We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

---

<sup>2</sup> currently based on GPPB Resolution No. 09-2020

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

**NAME OF CONTRACT TO BE BID: CONSTRUCTION OF A NEW CONCRETE BUND WALL FOR THE PRE-TREATMENT OF WASTEWATER AREA FOR SAN PABLO MANUFACTURING CORPORATION**

This is to certify that \_\_\_\_\_ has the following ongoing government and private contracts including contracts awarded but not yet started within the last five (5) years:

Name of the Contract	Date of the Contract	Contract of Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT							
II. PRIVATE							

**INSTRUCTIONS:**

- State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

- Notice of Award or any equivalent documents;
- Notice to Proceed or any equivalent documents; and
- Other supporting documents

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date



## ANNEX “E”

### STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

NAME OF CONTRACT TO BE BID: **CONSTRUCTION OF A NEW CONCRETE BUND WALL FOR THE PRE-TREATMENT OF WASTEWATER AREA FOR SAN PABLO MANUFACTURING CORPORATION**

This is to certify that \_\_\_\_\_ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) within the last five (5) years:

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed)

#### Instructions:

- Cut-off date: The day before the deadline of submission and opening of bids.
- In the column for “End-user’s Acceptance”, indicate the date of acceptance or Official Receipt(s)
- or Sales Invoice.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

- Contract or Purchase Order;
- Sales Invoice; and
- Certificate of Performance/Acceptance

CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## ANNEX “F”

### **Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)**

***[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

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#### **CONTRACT AGREEMENT**

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    - i. Drawings/Plans;
    - ii. Specifications;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract;
    - v. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;

- c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

#### **Acknowledgment**

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

## **ANNEX “G”**

### **COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY**

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

**NFCC** = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
<b>NFCC</b>	

Submitted By:

\_\_\_\_\_  
Name of the Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

REPUBLIC OF THE PHILIPPINES)

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

**SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE  
WITH THE TECHNICAL SPECIFICATIONS**

**RE: CONSTRUCTION OF A NEW CONCRETE BUND WALL FOR  
THE PRE-TREATMENT OF WASTEWATER AREA FOR SAN PABLO  
MANUFACTURING CORPORATION**

I, [NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE], Filipino, of legal age, with address at [BIDDER'S ADDRESS], after having been duly sworn in accordance with law, depose and state:

1. I am the President/ Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]'s Board of Directors to execute this *Sworn Certification* on behalf of [NAME OF BIDDER], as shown by the secretary's certificate attesting to the board resolution that is attached hereto as **Annex “I”**.
2. In connection with the [NAME OF BIDDER]'s bid for the “*Construction of A New Concrete Bund Wall for the Pre-treatment of Wastewater Area for San Pablo Manufacturing Corporation (SPMC-2024-023)*” (“Project”), I hereby attest on behalf of [NAME OF BIDDER] that:
  - 2.1. [NAME OF BIDDER] represents and warrants that the *Construction of A New Concrete Bund Wall for the Pre-Treatment of Wastewater Area for San Pablo Manufacturing Corporation* to be supplied by [NAME OF BIDDER] complies with the specifications under the Philippine Bidding Documents;



- 2.2. [NAME OF BIDDER] recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification* is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply with the said representation and/or warranty until the [NAME OF BIDDER] has completely delivered to San Pablo Manufacturing Corporation the *Construction of A New Concrete Bund Wall for the Pre-treatment of Wastewater Area for San Pablo Manufacturing Corporation* being contemplated by the Philippine Bidding Documents;
- 2.3. [NAME OF BIDDER] shall strictly comply with terms of the Philippine Bidding Documents and the corresponding Bid Bulletins that may be issued in connection therewith;
- 2.4. Without prejudice to the other remedies that are available to **SAN PABLO MANUFACTURING CORPORATION**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **SAN PABLO MANUFACTURING CORPORATION**; and
- 2.5. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.



3. I am executing this *Sworn Certification/Affidavit of Compliance with the Technical Specifications* to attest to the truth of the foregoing.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day  
of \_\_\_\_\_ 2023 in \_\_\_\_\_.

**[NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE],**

*Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_ day of \_\_\_\_\_  
2023 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to  
me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
<b>NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,</b>		

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

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

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

Series of 2024.

## Appendix “I”

Sealing of Bids as defined in Section 16 of the ITB (Illustration of bids with 1 original, 1 duplicate and PDF File copy (in 2 USBs), each box in the diagram represents a sealed enveloped)

