

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of INFRASTRUCTURE PROJECTS

Government of the Republic of the Philippines

Name of Project:	Design and Build of Sewage Treatment Plant (STP) with Site Development at Site Development at PhilSCA Villamor Campus
Bidding Reference No.:	PB2023 – Infra - 23
ABC:	Eleven Million Pesos (PhP 11,000,000.00)
Funding Source:	Locally Generated Income
Cost of Bidding Document:	Fifteen Thousand Pesos (PhP 15,000.00)
Availability of Bidding Documents	October 24, 2023 to November 13, 2023

Sixth Edition
July 2020

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.



Section I. Invitation to Bid
Republic of the Philippines
Philippine State College of Aeronautics
Piccio Garden, Villamor, Pasay City

Invitation to Bid

**Design and Build of Sewage Treatment Plant (STP) with Site
Development at Site Development at PhilSCA Villamor
Campus**

1. The *Philippine State College of Aeronautics*, through the *Corporate Operating Budget (APP 2023)* intends to apply the sum of ***Eleven Million Pesos (PhP 11,000,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for *the Design and Build of Sewage Treatment Plant (STP) with Site Development at Site Development at PhilSCA Villamor Campus / (PB2023 – Infra - 23)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine State College of Aeronautics*, now invites bids for the above Procurement Project. **Completion of the Works is required *within 180 calendar days***. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *the Bids and Awards Committee Office of the Philippine State College of Aeronautics* and inspect the Bidding Documents at the address given below from *8:00 AM to 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *October 24, 2023* 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 Fifteen Thousand Pesos (PHP 15,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The *Philippine State College of Aeronautics*] will hold a Pre-Bid Conference¹ on *October 31, 2023, 1:00 PM at PhilSCA Multi-Purpose Hall, Ground Floor of Building*

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

– *B, PhilSCA, Piccio Garden, Villamor, Pasay City* 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 *November 13, 2023, 12:30 PM*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *November 13, 2023 at 1:00 PM* at the PhilSCA Multi-Purpose Hall. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Philippine State College of Aeronautics*] 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:

*Mr. Noel E. Lagui, and Mr. Erickson Antonio
BAC Secretariat/BAC Office
Philippine State College of Aeronautics
Piccio Garden, Villamor Pasay City]
philscabac@gmail.com
<https://www.philsc.edu.ph>*

12. You may visit the following websites:

For downloading of Bidding Documents: *PhilGEPS website*

October 24, 2023

DARBY P. ESPERANZATE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine State College of Aeronautics* invites Bids for the *Design and Build of Sewage Treatment Plant (STP) with Site Development at Site Development at PhilSCA Villamor Campus* with Project Identification Number *PB2023 – Infra – 23*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 APP in the amount of *Eleven Million Pesos, PhP 11,000,000.00*

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed 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:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and

comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the PhilSCA Multi-Purpose Hall, Building – B, PhilSCA, Piccio Garden, Villamor, Pasay City.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *March 11, 2024*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

	<table border="1"> <tr> <td>Construction Foreman</td> <td>Ten (10) years of experience construction works</td> <td></td> <td></td> </tr> <tr> <td>Five ((5) Skilled Laborers</td> <td>Ten (10) years of experience construction works</td> <td></td> <td></td> </tr> <tr> <td>Ten (10) Unskilled Laborers</td> <td>One (1) year of experience</td> <td></td> <td></td> </tr> </table>	Construction Foreman	Ten (10) years of experience construction works			Five ((5) Skilled Laborers	Ten (10) years of experience construction works			Ten (10) Unskilled Laborers	One (1) year of experience								
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td><u>DESCRIPTION</u></td> <td></td> <td><u>QTY</u></td> </tr> <tr> <td>1. <u>Backhoe</u></td> <td></td> <td><u>1</u></td> </tr> <tr> <td>2. <u>Cement Mixer</u></td> <td></td> <td><u>1</u></td> </tr> <tr> <td>3. <u>Dump truck</u></td> <td></td> <td><u>1</u></td> </tr> <tr> <td>4. <u>Mini-road roller</u></td> <td></td> <td><u>1</u></td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	<u>DESCRIPTION</u>		<u>QTY</u>	1. <u>Backhoe</u>		<u>1</u>	2. <u>Cement Mixer</u>		<u>1</u>	3. <u>Dump truck</u>		<u>1</u>	4. <u>Mini-road roller</u>		<u>1</u>
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12	<i>[Insert Value Engineering clause if allowed.]</i>																		
12.1	<p>The first envelope shall contain the eligibility and technical documents stated in the ITB Clause. However, if the Bidder maintains a current and updated file of its Class “A” Documents with the Procuring Entity, a certification to that effect issued by the BAC may be submitted in lieu of the Class “A” Documents.</p> <p>Pursuant to Government Procurement Policy Board (GPPB) Circular No.07 – 2017 “Deferment of the Implementation of the Mandatory Submission of PhilGEPS Certificate of Registration and Membership”, bidders may still submit the following Class “A” Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184:</p> <ul style="list-style-type: none"> - SEC or DTI Registration Certificate; - Mayor’s / Business Permit or its equivalent document; - Tax Clearance Certificate; - Philippine Contractors Accreditation Board (PCAB) license and registration; <p>and</p> <ul style="list-style-type: none"> - Audited Financial Statements, <p>OR if already registered in the PhilGEPS under Platinum category, the bidders may submit their Certificate of Registration and Membership in lieu of their uploaded file of Class “A” Documents, OR, a combination thereof. In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p> <p>In case the bidder submits a Certificate of PhilGEPS Registration under Platinum category, the bidders shall submit a copy of its Philippine Contractors Accreditation Board (PCAB) license and registration during the opening of bids pursuant to Section 25.2(b)(ii) of the Revised IRR of RA 9184.</p> <p><u>For the Design and Build Scheme</u></p>																		

	<p>1. Additional Documents under the first envelope (Technical Proposal)</p> <ol style="list-style-type: none"> a. Preliminary Conceptual Design Plans, in accordance with the degree of details specified by the procuring entity. b. Design and construction methods in narrative form; c. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; and <p style="padding-left: 40px;">Detailed Value Engineering analysis of design and construction method on the following items/scope of works:</p> <ol style="list-style-type: none"> i. Design Cost ii. General Requirements iii. Architectural Work iv. Civil – Structural Work v. Electrical Work vi. Plumbing and Sanitary Work vii. Mechanical Works (Sewage Treatment Plant) viii. Miscellaneous <p>2. Additional Documents under the second envelope (Financial Proposal)</p> <ol style="list-style-type: none"> i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form; ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and iii. Cash flow by the quarter and payments schedules.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than PhP 220,000.00 <i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP 550,000.00 <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.
16	<p>Bidders are required to submit one (1) original copy and two (2) duplicate copies (COPY 1 and COPY 2) of the eligibility & technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 marked "TECHNICAL COMPONENT", and their financial documents described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID". All pages of the original and duplicate copies must be properly signed (wet signature) by the bidder's authorized representative.</p> <p>Further, all envelopes shall:</p> <ol style="list-style-type: none"> a) contain the name of the contract to be bid in capital letter;

	<p>b) bear the name and address of the Bidder in capital letters;</p> <p>c) be addressed to the Procuring Entity’s BAC in accordance with Section I. Invitation to Bid Clause 9;</p> <p>d) bear the specific identification of the Project indicated in ITB Clause 1; and</p> <p>e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with the aforementioned date and time.</p> <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of R.A No. 9184, unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.2	Partial bids are not allowed.
19.3	The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184.
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post – qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> a. Certificate of Final Acceptance/Completion from the bidder’s client; or b. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract; and 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payment System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2022 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from January 2023 to October 2023. <p><u>Additional Conditions:</u></p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>** In case the notice for the submission of post-qualification documents is</p>

	<p>sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose.</p> <p>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.</p> <p>As a matter of information to the prospective bidders, the DBM-BAC has determined to use the method of a “raffle,” wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.</p> <p>Thereafter, a PhilSCA-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.</p>
21	<p>Additional Contract Documents relevant to the Project as required:</p> <ol style="list-style-type: none"> 1. Construction Schedule and S-curve; 2. Manpower Schedule; 3. Construction Methods; 4. Equipment Utilization Schedule; 5. Construction Safety and Health Program approved by the DOLE; and <p>PERT/CPM or other acceptable tools of project scheduling, shall be included in the submission of Technical Proposal.</p>

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**

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

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

4. **The Contractor's Obligations**

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Please refer to Section VI. Specifications.
4	The Project shall be completed within Forty-Five (45) calendar days from receipt of the Notice to Proceed.
6	No further instructios.
7.2	The warranty shall cover two (2) years from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen (15) days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 0.001% of the contract price per day of delays
13	<p>The amount of the advance payment is 15% of the total contract price and schedule of payment.</p> <p>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.</p> <p>The advance payment shall be made only upon the submission to and acceptance by the procuring entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the procuring entity.</p> <p>The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.</p> <p>The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.</p>
14	Payments to the CONTRACTOR will be made only for the actual accomplishment and/or material utilized, which may be subdivided into progress percentages, specifically 20%, 50%, 75%, and 100% of the total area of all the structure certified by the PhilSCA as performed by the

	<p>CONTRACTOR in accordance with the plans, specifications and program of works/construction schedule.</p> <p>Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.</p>
15.1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 0.001% of the contract price per day of delays.</p>

Section VI. Specifications

TERMS OF REFERENCE

I. NAME OF THE PROJECT

Design and Build of a Sewage Treatment Plant (STP) with Site Development in the PhilSCA Villamor Campus

II. BACKGROUND

The local government of Pasay City has implemented the requirement of a Sewage Treatment Plant (STP) for developments/ construction within the LGU's jurisdiction. As PhilSCA increases its student population and infrastructure within the campus, the usual septic tank concept used in most of its building is no longer sufficient to support the need of the campus. An STP is required to treat the liquid waste expelled by the different infrastructure within the campus before its released to the local drains.

III. DESCRIPTION OF THE PROJECT

The Philippine State College of Aeronautics proposes the Design and Build of a Sewage Treatment Plant (STP) in its campuses, with the main campus in Villamor as the pilot plant. The project is in conformance of wastewater for all establishments prior to disposal to waste bodies.

Further, to maximize the space on which the STP shall be located in the Villamor Campus, and prevent the said plant to become an eyesore, it is proposed that Site Development be included in its construction. The said developed "rotunda," or landmark shall be an additional green space in the campus.

Coordination was done with the LGU of Pasay City regarding the compliance to the environmental law and the city ordinance.

The proposed project to be procured shall be done in accordance to the guidelines specified in Annex A of the revised 2016 IRR of RA 9184. The said project is located in the PhilSCA Villamor Campus in Piccio Garden, Pasay City, NCR, with a proposed amount for contract of eleven million pesos only (PhP 11,000,000.00). The period of project completion is one hundred eighty (180) calendar days upon the receipt of the NTP.

This Terms of Reference conveys the Scope of Works required from the Contractor, herein referred to as the "Contractor."

IV. PERFORMANCE SPECIFICATIONS AND PARAMETERS

The Contractor shall DESIGN and BUILD the SEWAGE TREATMENT PLANT (STP) with SITE DEVELOPMENT of the area surrounding the STP of PhilSCA Villamor Campus in Piccio Garden. The said project shall be compliant to RA 9275 (Clean Water Act), PD 1067 (Water Code of the Philippines), the latest edition of the National Building Code (PD 1096), and other relevant codes pertaining and operations of a sewage treatment plant and site development in education institutions.

A. General Requirements

1. Temporary Facilities (Field Office, bunkhouse, storage)
2. Mobilization
3. Application of permits and other documentary requirement
4. Construction Occupational Safety and Health (COSH)
5. Engineering Testing and Commissioning, and Basic Administration Training
6. Demobilization
7. Clearing, Hauling and Disposal of Waste and Debris

B. Detailed Engineering Work

1. Field Survey and Site Investigations
2. Contract/Design Plans (Site Development Plan, plans and profile sheet, typical sections and details; Drainage Details where applicable; and Structural Plans)
3. Program of Work
4. Bill of Quantities, DUPA, PERT/CPM network of the project activities.
5. Contract Time or Duration
6. Warranty Period
7. Value Engineering where applicable

C. STP Specifications/Basic Requirements

1. Production waste solid screening collection tank
2. Oil and grease interceptor tank
3. Clarifier tank
4. Equalization tank
5. Influent holding tank
6. Sludge tank 1
7. Sludge tank 2
8. Provided with necessary manhole
9. Tanks are to be made of reinforce concrete (R.C.)
10. Size: 4250mm x 3000mm x 2500mm
11. STP Equipment
 - Must be located immediately above the STP are Above Street Level.
 - Must be architecturally treated for aesthetic purpose.

D. Road Network (see attached layout)

- CARRIAGE WAY minimum 6.0 meters
- Carriage way id 8" concrete with gravel bedding.
- Sidewalk minimum 2.0 meters
- Carriage way must be connected to the existing gate and the neaby hangar.

E. Existing Foilage/Trees

- Cutting of trees must be avoided as much as possible.
- However, if unavoidable, approval must be given by PhilSCA administration.

F. Landscape

- Must be provided to enhance the area.

G. Equipment

- ELECTRO-CHEMICAL ADVANCED OXIDATION PROCESS (AOP) C/W AIR STRIPPING & MICRO-FILTRATION TECHNOLOGY+ INLINE DISINFECTION & SEMI – AUTOMATIC MOTOR CONTROL SYSTEM
- Facility Discharge – 50 cubic meters per day.

V. PROJECT DETAILS AND OTHER REQUIREMENTS

Delivery Place: PhilSCA Villamor Campus, through the Bids and Awards Committee (BAC), Supply and Procurement Offices

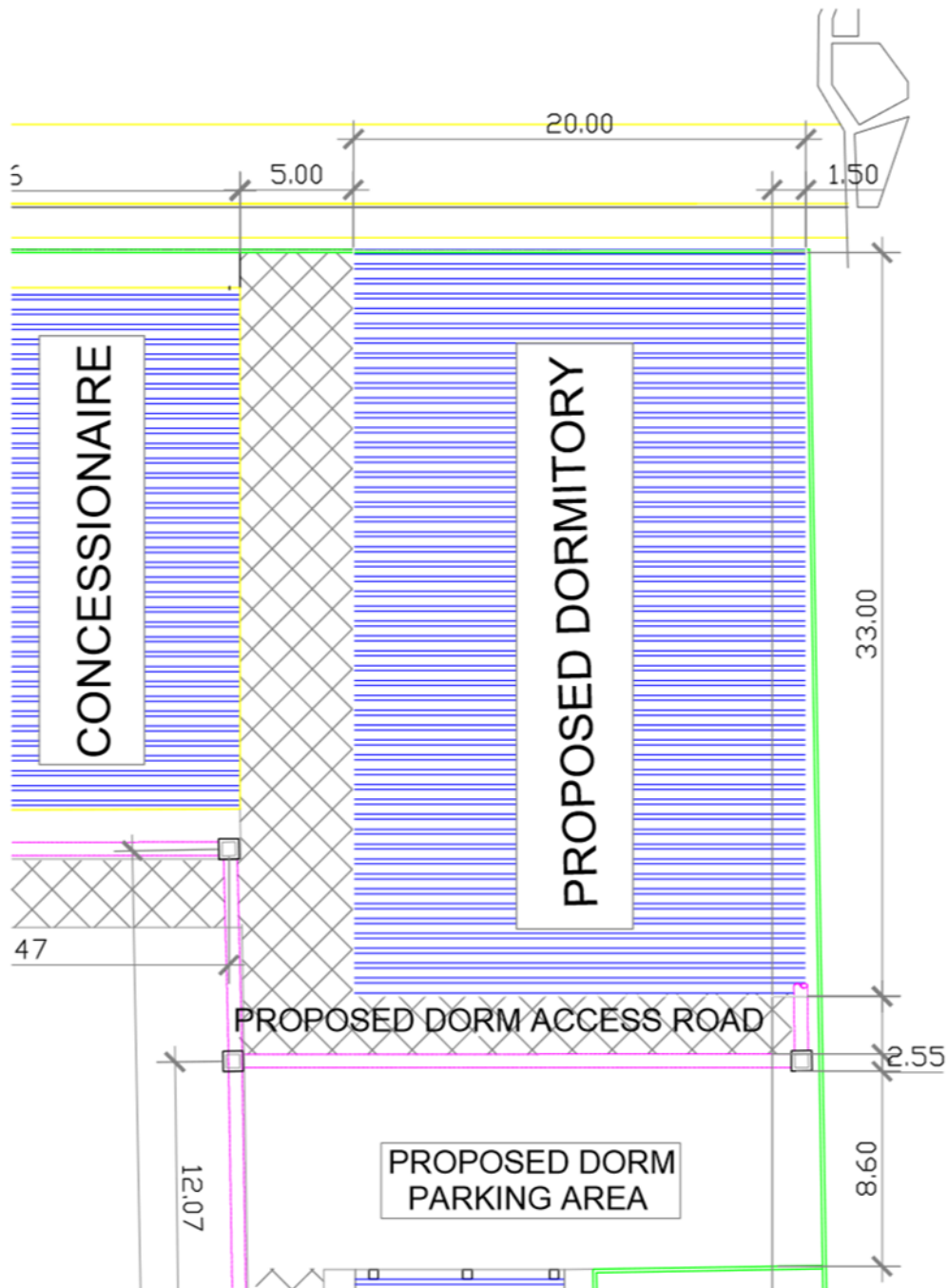
Post – Implementation: Upon completion of the project, the Contractor shall transfer all files to PhilSCA for easy reference and retrieval.

Section VII. Drawings

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



The Site Plan



Note: Site Description: N.B. the site shows only the buildable area, any trees and structures below and aboveground may be determined by your site ocular inspection, and should be part of your consideration.

Section VIII. Bill of Quantities

Item No.	Description	Quantity	Unit	Direct Cost		Total Direct Cost	Indirect Cost			Total Indirect Cost	Unit Cost (Total Direct + Total Indirect)
				Material	Labor		OCM	Profit	VAT		
I.	EATHWORKS:										
	Excavation/Preparation	85.00	cum								
	Subgrade	577.75	sqm								
	Subbase	577.75	sqm								
	Base course layer	375.00	sqm								
II.	FORM WORKS										
	Steel tube	60.00	Pcs								
	Phenolic board ¾	30.00	Pcs								
	Black Screw	17.00	Kg								
	Tie wire	22.00	Kg								
	Cutting Disk	10.00	Pcs								
III.	CONCRETE WORKS										
	Gravel	365.00	cum								
	Sand	440.00	cum								
	Cement	4,300.00	bags								
	Barrier Film	1,717.00	lm								
	CHB #5	1,000.00	pcs								
	DSB #12	145.00	pcs								
	Tie Wire	70.00	kg								
IV.	PLUMBING AND STORM DRAINAGE WITH STEEL GRATING										
	PVC pipe #8 (s-1000)	60.00	pcs								
	PVC pipe #6 (s-1000)	50.00	pcs								
	Angle bar ¼ x 2 x 2 x 6	27.00	pcs								
	Flat Bar ¼ x 2 x 2 x 6	70.00	pcs								
	Round bar	15.00	pcs								
	Cutting Disk	12.00	pcs								
	Welding Rod	10.00	kg								
	Epoxy paint A & B	10.00	set								
	Lacquer thinner	10.00	gal								
V.	ELECTRICAL WORKS										
	Concrete Pedestal with reinforcement bar	10.00	cum								
	Anchor bolt 20mm x 18"	60.00	pcs								
	Base plate 12mm x 40cm x 40cm	16.00	pcs								
	Rib plate 10mm B x 15mm H x 15mm Thk.	60.00	pcs								
	Grounding rod 1 meter brass 12mm	15.00	pcs								
	Pull box metal 6 x 6	15.00	pcs								
	G.I. Light post 6" Base	15.00	pcs								
	Light with solar cel and panel	20.00	set								
	THHN # 12 (blue, Red, Green)	10.00	box								
VI.	SPECIALIZED WORK										
	Sewer Treat Plant	1.00	lot								

Signature of Authorized Signatory: _____

CONTRACTOR: _____

Complete Address: _____

Name of Authorized Representative and Signature: _____

Telephone No.: _____

Email Account: _____

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules (the contract price must be at least 50% of the ABC to be bid); **and**
- (h) Philippine Contractors Accreditation Board (PCAB) License; PCAB Classification B or C
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; Supported by the following documents:
 - Curriculum Vitae;
 - Photocopy of their PRC License; and
 - Certificates (membership to professional organization, training

- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

Additional Requirements:

1. As a supporting document for the SLCC, Owner's Certificate of Acceptance or Constructors Performance Evaluation System (CPES) Rating for the procurement of Infrastructure Projects pursuant to Section 23.4.2.5 of the 2016 revised IRR of RA No. 9184, (at least Satisfactory rating). In case of contracts with the private sector, an equivalent document shall be submitted.
2. Notarized Affidavit of Site Inspection;
3. **TECHNICAL REQUIREMENTS: PRELIMINARY CONCEPTUAL DESIGN PLANS**

All layouts/plan must be in 20 x 30 blueprint, signed and sealed by the architects and engineers

Reminder: Prospective bidders are requested to bring one (1) flashdrive containing scanned copies of bid documents submitted

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

Including Contracts Awarded but not yet Started

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government and private contracts which may be **similar or not similar** to the project being bid) up to **November 12, 2023**.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. 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).

16. Statement of Single Largest Completed Contract which is Similar in Nature

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance*	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Pursuant to Section 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be at least fifty percent (50%) of the ABC to be bid: Provided, however, that contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- b. The SLCC should have been completed (i.e., accepted) two (2) years prior to the date of submission of bid**
- c. The similar contract for this Project shall refer to the painting/repainting of walls/buildings. If the painting/repainting of walls/buildings forms part of a bigger contract, only the cost component of the painting/repainting of walls/buildings shall be considered for purposes of comparing the value thereof to at least fifty percent (50%) of the ABC.

* Date of Acceptance shall mean the date when the items delivered have **satisfactorily met** the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post-qualification).

17. ***Bid Securing Declaration Form***

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

I. BID SECURING DECLARATION

Project Identification No.: PB2023 – Infra – 23

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]

18. *Omnibus Sworn Statement*

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

(a) AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder **in compliance with the Philippine Bidding Documents, which includes:**

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : **PB2023 – INFRA - 23**

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: ***Design and Build of Sewage Treatment Plan (STP) with Site Development at PhilSCA Villamor Campus;***
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the any of following amount of the Contract Price for the due performance of the Contract:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)

b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.

Signature of Authorized Signatory: _____

c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
d. Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose	None

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***Design and Build of Sewage Treatment Plan (STP) with Site Development at PhilSCA Villamor Campus*** of the Department of Budget and Management.
- l. 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: _____

QUALIFICATION OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Bidder's Name: _____

Bidder's Address: _____

Name								
Address								
Date of Birth								
Employed Since								
Experience								
(a) Total Experience (Years)	Required							
	Actual							
(b) Experience in Similar Project (Years)	Required							
	Actual							
Previous Employment								
Education								

Note: This form is applicable to all required List of Key Personnel for the Contract to be Bid.

Submitted by: _____

Designation: _____

Date: _____

PRC Registration & License/ Accreditation/ Certification (as required)								
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Note: This form is applicable to all required List of Key Personnel for the Contract to be Bid.

Submitted by: _____

Designation: _____

Date: _____

LIST OF CONTRACTORS EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS

Bidder's Name: _____

Bidder's Address: _____

Description	Model/Year	Capacity/ Performance Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
A. Owned							
i.							
ii.							
iii.							
iv.							
B. Leased							
i.							
ii.							
iii.							
iv.							
C. Under Purchase Agreements							
i.							
ii.							
iii.							
iv.							

List of minimum equipment required for the Project

Submitted by: _____

(Printed Name & Signature)

Designation: _____

Date: _____

19. Contract Agreement Form for the Procurement of Infrastructure Projects

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

CONTRACT No. 2023-____
NAME OF PROJECT

This CONTRACT made and entered into by and between the following:

PHILIPPINE STATE COLLEGE OF AERONAUTICS, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at Piccio Garden, Villamor, Pasay city represented herein by its **PRESIDENT**, _____, hereinafter called the **“PHILSCA”**;

- and -

_____, a sole proprietorship/partnership/corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented by its **AUTHORIZED REPRESENTATIVE**, _____, hereinafter referred to as the **“SUPPLIER”**;

Collectively, the **“PARTIES”**;

WITNESSETH:

WHEREAS, PhilSCA is desirous that the Contractor execute the Project, “_____” (hereinafter called “the Works”) and the PhilSCA has accepted the Bid for _____ (P___), by the Contractor for the execution and completion of such Works and the remedying of any defects therein;

WHEREAS, the Notice of Award was issued to the Contractor last _____, 2023, and the Contractor posted its performance security on _____, 2023;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Contract, to wit:

- (a) General and Special Conditions of Contract;
- (b) Drawings/Plans;
- (c) Specifications;
- (d) Invitation to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;
- (g) Addenda and/or Supplemental/Bid Bulletins, if any;
- (h) 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 DBM's bid evaluation;
- (i) Eligibility requirements, documents and/or statements;

- (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the PhilSCA.
3. In consideration of the payments to be made by the PhilSCA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PhilSCA to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
 4. The DBM hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
 5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the appropriation for this Project.
 6. In compliance with item 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020 (Directing Strict Compliance By All Agencies and Instrumentalities of the Executive Department with Transparency, Accountability and Good Governance Policies and Measures in the Procurement Process), the PhilSCA shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this ____day of _____, 2023 at Piccio Garden, Villamor, Pasay City.

**PHILIPPINE STATE COLLEGE
OF AERONAUTICS**

by:

by:

Secretary

Authorized and Designated Representative

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)

C I T Y O F P A S A Y) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2023 personally appeared the following:

NAME	VALID ID	VALID UNTIL
_____	PhilISCA ID No. _ _____	

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the _____ was signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL this _____ day of _____, 2023.

Doc. No _____;
Page No _____;
Book No _____;
Series of 2023.

**REPUBLIC OF THE
PHILIPPINES) CITY OF ____)
S.S.**

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: PB2023 – Infra - 22

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ___day of [month] [year] at [place of execution], Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No.02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no.

_____ issued on _____ at

_____. Witness my hand and seal this

_____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission

Notary Public for _____
until

Roll of Attorneys No.

PTR No., [date issued], [place issued]

IBP No., [date issued], [place issued]

Doc. No.
Page No.
Book No.
Series of_.

