

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

Government of the Republic of the Philippines

**ONE LOT MODIFICATION / ENHANCEMENT OF SEWAGE  
TREATMENT PLANT (RE-BIDDING)**

**IB No. UMC 22-55**

**ABC : PhP 3,600,000.00**

**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***



**WEST VISAYAS STATE UNIVERSITY MEDICAL CENTER**

E. Lopez St., Jaro, Iloilo City

"PhilHealth Accredited Health Care Provider"

Tel No.: (033) 320 2431 | Fax No.: (033) 3202623 | Email Address: [mcubcenter@wvsu.edu.ph](mailto:mcubcenter@wvsu.edu.ph)



**Invitation to Bid for  
One Lot Modification/Enhancement of Sewage Treatment Plant (Re-bidding)  
(IB No. 22-55)**

1. The West Visayas State University Medical Center, through the Use of Income Fund (Unexpended 2021) intends to apply the sum of Three Million Six Hundred Thousand Pesos Only (PhP 3,600,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for One Lot Modification/Enhancement of Sewage Treatment Plant (Re-bidding)(IB No. 22-55). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The West Visayas State University Medical Center now invites bids for the above Procurement Project. Completion of the Works is required 120 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 West Visayas State University Medical Center, BAC Secretariat Office, 2<sup>nd</sup> Floor Dormitory Building and inspect the Bidding Documents at the address given below from 8:00 A.M. – 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested bidders on November 23 – December 19, 2022 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 PhP 5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The West Visayas State University Medical Center will hold a Pre-Bid Conference<sup>1</sup> on December 5, 2022 9:30 A.M. through videoconferencing/webcasting via zoom (for registration of interested bidders, please send your request to this address: [wvsuincproc5@gmail.com](mailto:wvsuincproc5@gmail.com)), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address as indicated below, ii) online or electronic submission as indicated below, or (iii) both on or before December 19, 2022 1:30 P.M. 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 19, 2022 1:30 P.M. at the given address below or through electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through video conferencing or webcasting via zoom.

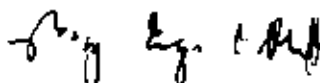
<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.



10. Bidders who submit their bids online should likewise submit a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.
11. The West Visayas State University Medical Center 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.
12. For further information, please refer to:

**JULIUS L. JUANITO**  
*West Visayas State University Medical Center*  
*BAC Secretariat Office, 2<sup>nd</sup> Floor Dormitory Building*  
*WVSU Medical Center*  
*Jaro, Iloilo City*  
*(033) 320-2431 local 224/153*

13. You may visit the following websites:  
For downloading of Bidding Documents: [www.wvsu.edu.ph](http://www.wvsu.edu.ph)  
For online submission: [mc-bacproc@wvsu.edu.ph](mailto:mc-bacproc@wvsu.edu.ph)  
*November 23, 2022*

  
**MARY EUGENE C. ORILLO**  
*Chairperson, Bids and Awards Committee*

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

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

The Procuring Entity, West Visayas State University Medical Center invites Bids for the One Lot Modification/Enhancement of Sewage Treatment Plant (Re-bidding), with Project Identification Number IB No. UMC 22-55.

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 Use of Income Fund (Unexpended 2021) in the amount of Three Million Six Hundred Thousand Pesos Only (PhP 3,600,000.00).

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations, Use of Income Fund (Unexpended 2021)

### **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 not allowed.

7.2. *Not Applicable*

7.3. *Not Applicable*

- 7.4. 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 through videoconferencing/webcasting via zoom (for registration of interested bidders, please send your request to this address: [wvsumcproc5@gmail.com](mailto:wvsumcproc5@gmail.com)) 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 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 April 18, 2023. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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

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

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

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

| 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:<br><b><u>Design and Build Sewage Treatment Plant</u></b>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7.1           | <b><u>Not Applicable</u></b>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10.3          | <b><u>PCAB License : Small B; License Category C &amp; D</u></b>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10.4          | <p>The key personnel must meet the required minimum years of experience set below:<br/><i>Note: Attach PRC License of key personnel to be assigned to the project.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Key Personnel</th> <th style="width: 25%;">General Experience</th> <th style="width: 50%;">Relevant Experience</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>                  | Key Personnel       | General Experience | Relevant Experience |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Key Personnel | General Experience   | Relevant Experience |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 10.5          | <p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Equipment</th> <th style="width: 25%;">Capacity</th> <th style="width: 25%;">Number of Units</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>  | Equipment           | Capacity           | Number of Units     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Equipment     | Capacity   | Number of Units     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               |  |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               |  |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|               |  |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 12            | <i>[Insert Value Engineering clause if allowed.]</i>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 15.1          | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP 72,000.00</u></b> <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;</li> <li>b. The amount of not less than <b><u>PhP 180,000.00</u></b> <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ol>  |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 19.2          | <p>Partial bids are allowed, as follows:<br/><i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i></p>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20            | <i>[List licenses and permits relevant to the Project and the corresponding law requiring it, e.g. Environmental Compliance Certificate, Certification that the project site is not within a geohazard zone, etc.]</i>   |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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.<br/><b><u>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 Department of Labor and Employment, and 6) PERT/CPM or other acceptable tools of project scheduling.</u></b></p> |                     |                    |                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

## ***Section IV. General 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

| GCC Clause |   |
|------------|---|
| 2          | <i>[If different dates are specified for completion of the Works by section, i.e. "sectional completion," these dates should be listed here.]</i>   |
| 4.1        | <i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>   |
| 6          | The site investigation reports are: <i>[list here the required site investigation reports.]</i>   |
| 7.2        | <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i></p> <p><i>[In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures:] Five (5) years.</i></p> <p><i>[In case of other structures, such as hailey and wooden bridges, shallow wells, spring developments, and other similar structures:] Two (2) years.</i></p> |
| 10         | a. Dayworks are applicable at the rate shown in the Contractor's original Bid.  |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>[insert number]</i> 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 <i>[insert amount]</i> .   |
| 13         | The amount of the advance payment is <u><i>shall not exceed 15% of the total contract price and schedule of payment.</i></u>  |
| 14         | <i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment. <u><i>No further instructions.</i></u>   |
| 15.1       | The date by which operating and maintenance manuals are required is <i>[date]</i> .<br><br>The date by which "as built" drawings are required is <i>[date]</i> .  |
| 15.2       | The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .   |

## *Section VI. Specifications*

|  |
|--|
| <b>One Lot Modification/Enhancement of Sewage Treatment Plant (Re-bidding)</b>   |
| Design and Build - Improvement of Wastewater Treatment Plant   |
| <b>Scope of Work:</b>  |
| - Design and install necessary equipment to reprocess the existing waste water product of the Wastewater Treatment Plant to qualify to the latest DENR water quality guidelines and general effluent standards |
| 1. Color   |
| 2. Temperature   |
| 3. pH  |
| 4. BOD   |
| 5. Total Suspended Solid   |
| 6. Fecal Coliform  |
| 7. Ammonia   |
| 8. Nitrate as $\text{NO}_3\text{N}$  |
| 9. Phosphate   |
| 10. Oil & Grease   |
| 11. Surfactants (MBAS)   |
| <b>CONDITIONS:</b>   |
| <b>A. To submit during the bid opening</b>   |
| 1. Supply of equipment and materials based on the design of the system (provide certification)   |
| 2. Influent volume capacity - $200\text{m}^3/\text{day}$ (domestic waste only)(provide certification)  |
| 3. Electrical devices and wire are compatible with the existing main power supply of 230V 60 Hz (provide certification)  |
| 4. Submit schematic diagram of the project offered   |
| 5. Submit treatment process showing the efficiency of each process.  |
| 6. Submit computation of the volume of wastewater to be treated.   |
| <b>B. To be submitted by the winning bidder after contract implementation and before processing the payment</b>  |
| 1. Submit As-built plan signed by Sanitary Engineer/PME  |
| 2. Submit Engineers report for the application of DENR Discharge Permit.   |
| 3. Submit Operations Manual  |
| 4. Testing and Commissioning Report  |
| <b>Inclusions: (Provide Certification)</b>   |
| 1. One year quarterly maintenance check-up   |
| 2. One year quarterly water sampling Laboratory test result for self monitoring report (SMR) requirement.  |
| 3. One year free supply of chemicals according to the design of the bidder   |
| 4. Discharge Permit from DENR and Laboratory results of the wastewater indicating pass or satisfactory shall be the pre-requisite of the Final Billing.  |
| 5. All equipment must have redundancy with flowmeter for monitoring of influent and effluent volumetric flowrate.  |
| 6. One year warranty for equipment and workmanship.  |
| Duration: 120 calendar days  |

# **TERMS OF REFERENCE (TOR)**

Government of the Republic of the Philippines

**Project:** : **ONE LOT MODIFICATION  
/ENHANCEMENT OF SEWAGE  
TREATMENT PLANT (Design and Build-  
Improvement of Waste Water Treatment  
Plant)**

**Location** : **WEST VISAYAS STATE UNIVERSITY  
MEDICAL CENTER**  
E. Lopez St, Jaro, Iloilo City

**Procuring  
Entity** : **WEST VISAYAS STATE UNIVERSITY  
MEDICAL CENTER**

# Section VI. Specifications

## TERMS OF REFERENCE

### ONE LOT MODIFICATION /ENHANCEMENT OF SEWAGE TREATMENT PLANT (Design and Build-Improvement of Waste Water Treatment Plant)

Wastewater

#### A. Background and Rationale

If wastewater is not properly treated, then the environment and human health can be negatively impacted. These impacts can include harm to fish and wildlife populations, oxygen depletion, beach closures and other restrictions on recreational water use, restrictions on fish and shellfish harvesting and contamination of drinking water. (<https://www.usgs.gov/special-topic/water-science-school/science>)

On February 4, 2019 DENR Region 6 have findings in our existing Sewage Treatment Plant- we have the exceedance in

- a. Phosphate ~ 23.5 mg/l
- b. Ammonia – 128.1 mg/L

These are the violation of Section 7.2 of DAO 2016-08.

WVSUMC is a Class C institution. DENR Effluent Standard for Class C are

- a. Phosphate – 1.0 mg/l
- b. Ammonia – 0.05 mg/L

We are mandated by law RA 9275 – Philippine Clean Water Act of 2004.

With that we need to improve our Sewage Treatment Plant.

#### B. Objective

Improvement and enhancement of the Sewage Treatment Plant to make its effluent passable the standard set forth by the law.

Sewage treatment is the process of removing contaminants from municipal wastewater, containing mainly household sewage plus some industrial wastewater. Physical, chemical, and biological processes are used to remove contaminants and produce treated wastewater (or treated effluent) that is safe enough for release into the environment.

# ***Section VI. Specifications***

The purpose of a sewage treatment plant is to treat the wastewater as thoroughly as practically possible and to pass the effluent standard. Complying the standard is the criteria of the DENR for the issuance of the Discharge Permit

## **C. Project Requirements**

**Modification /Enhancement of Sewage Treatment Plant to include all its required mechanical, electrical, plumbing and civil works in compliance to the required DENR standards for effluent discharge parameters**

## **D. Conceptual Design/Project Components**

The first component of the project calls for the provision of materials, labor and equipment for the modification /enhancement of sewage treatment plant (Design and Build-Improvement of Waste Water Treatment Plant). (see attached plans). Also included in the reinforced concrete works are manhole covers and stainless ladders, and various vertical pumps and electrical support works. (See Bill of Quantities, Summary of Materials, and Materials Specifications).

The second component of the project involves design and construction of a wastewater treatment plant having a minimum influent design capacity of Two-Hundred (200) Cubic Meters (cu.....m.) per day. Treated wastewater shall pass the latest DENR Administrative Order (DAO) pertaining to water quality guidelines and general effluent standards specific for industries such hospitals and other related facilities enumerated below:

1) Color, 2) Temperature, 3) pH, 4) BOD, 5) Total Suspended Solids, 6) Fecal Coliform, 7) Ammonia, 8) Nitrate as NO<sub>3</sub>N, 9) Phosphate, 10) Oil and Grease, 11) Surfactants (MBAS) and 12) Other effluent standards as may be prescribed by the latest DAO that is applicable to hospitals.

The design of Wastewater Treatment Plant is preferably an underground system to maximize the limited space of the hospital and will serve major buildings of such as the Five (5) story Annex Building, Two (2) story Linen and Laundry Building, Two (2) Story A-UP Building, Three (3) story Physicians Quarters, Three (3) story Mother and Child Building, Two (2) Story San Lorenzo Ruiz and Perinatal Complex Building. (see attached WVSUMC Site Development Plan)

The septic tanks of the abovementioned buildings will serve as major effluent outlets of the proposed wastewater treatment plant. (see plan of septic tank locations).

Electrical devices, panels and wires are completely installed and compatible with the existing main power supply of 230 to 240V,60 hertz, three phase.

Electrical devices, panels and wires of the wastewater treatment plant will be tapped to the existing back up power supply or generator of the Medical Center in case of power interruption and can also be tapped to an alternative renewable energy such as solar power.

## ***Section VI. Specifications***

### **E. Scope or Deliverables for Underground Water Storage and Accessories**

#### **a. Pre-Construction Phase**

The documents to be secured shall include but not limited to the following:

- a. Permits and clearances as prescribed by regulatory agencies.
- b. Project Construction Schedule in real time with corresponding S Curve and Manpower Schedule
- c. Construction safety and Occupational Health Program duly approved by DOLE.
- d. Technical documents as required of the IRR of RA 9184 Procurement Act of the Philippines

#### **b. Construction/Installation Phase**

- a. All works shall be in accordance with the Structural and Plumbing Code of the Philippines, RA 9184 and other laws and regulations covering environmental concerns and local ordinances and regulations.
- b. All safety standards and guidelines prescribed by Department of Labor and Employment must be observed during project implementation.
- c. Progress billings will be processed in accordance with the existing documentary requirements prescribed by the implementing unit.

#### **c. Post Construction Phase**

- a. Final billing will be processed in accordance with the existing documentary requirements prescribed by the implementing unit.
- b. Project turn over shall be in accordance with IRR of RA 9184 contract implementation.

### **F. Scope or Deliverables for Wastewater Treatment Plant**

#### **a. Pre-Construction Phase**

1. Complete detailed design of the wastewater treatment system based on the approved plans, schematic diagrams and design parameters including any revisions and refinements as required.
2. Treatment process and its attached documents prescribed by the DENR that will show efficiency of the process and must be signed and scaled by designing Engineer.
3. Volume of wastewater computation signed and scaled by designing Engineer.

## ***Section VI. Specifications***

4. Structural design (if any) with all design parameters of structural members shall be in accordance to the latest edition of the National Structural Code of the Philippines.
5. Detailed Cost Estimates or Unit Price Analysis of all applicable unit prices using current cost indices, rental rates, labor rates and other related thereto.
6. Technical Specifications describing type and quality of materials and equipment to be used, manner of construction and the general conditions under which the project is to be constructed.
7. Permits and clearances as prescribed by regulatory agencies.
8. Project Construction Schedule in real time with corresponding S Curve and Manpower Schedule.
9. Construction safety and Occupational Health Program duly approved by DOLE.
10. Technical documents as required of the IRR of RA 9184 Procurement Act of the Philippines

### **b. Construction/Installation Phase**

As a rule, contract implementation guidelines for procurement of infrastructure projects shall comply with Annex "E" and guidelines for the implementation of contracts for DESIGN AND BUILD infrastructure projects shall comply with Annex "G" of IRR, RA 9184. The following provisions shall supplement these procedures:

1. The contractor shall commence work upon issuance of the necessary permits for the project. The work execution shall be in accordance with reviewed and approved documents.
2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the Building Official to meet all regulatory approvals as specified in the contract documents.
3. The contractor shall submit a detailed program of works within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, but will not be limited to:
  - a. The order in which it intends to carry out the work including anticipated timing for each stage of detailed planning and construction with Construction Schedule and S-Curve;
  - b. Periods for review of specific outputs and any other submissions and approvals;
  - c. Sequence of timing for inspection and tests;
  - d. General description of the design and construction methods to be adopted;
  - e. Number and names of personnel to be assigned for each stage of the work;
  - f. List of equipment required on site for each stage of the work; and
  - g. Description of the quality control system to be utilized for the project.



## *Section VI. Specifications*

4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the contractor wishes to modify and design or document which has been previously submitted, reviewed and approved, the contractor shall notify the Procuring Entity within a reasonable period of time and shall shoulder the cost of such changes.
5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
  - a. Change Orders resulting from design errors, omissions or non-conformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the Procuring Entity
  - b. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the Procuring Entity's performance specifications and parameters, the contractor shall be entitled to either one of the following:
    1. An extension of time for any such delays under Section 10 of Annex "E" of IRR (RA 9184); or
    2. Payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original project cost.
  - c. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract will be paid.
  - d. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E", IRR (RA 9184) and stipulated in BDS
  - e. The Procuring Entity shall define the quality control procedures for the design and construction in accordance with the DENR guidelines and shall issue the proper certificates of acceptance for sections of the works or whole of the works as provided for in the contract documents.
  - f. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
  - g. This Design and Build project shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice to the liabilities imposed upon the engineer/architect who drew up the plans and specification for the building as sanctioned under Section 1723 of the New Civil Code of the Philippines.

## ***Section VI. Specifications***

- h. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty period of 15 years for permanent structures/buildings as specified in Section 62.2.3.2 of the IRR (RA 9184)
  - i. The Program of Works and Detailed Estimates shall be based on the actual and approved Plans and Specification.
5. All safety standards and guidelines prescribed by Department of Labor and Employment must be observed during project implementation.
  6. Progress billings will be processed in accordance with the existing documentary requirements prescribed by the implementing unit.

### **c. Post Construction Phase**

1. In house personnel of the Medical Center shall be trained after the completion and during commissioning of the project with issued certificate of training.
2. Discharge Permit and laboratory results of the wastewater effluent indicating pass or satisfactory shall be the basis for the process of Final Billing.
3. Approved "As Built" Plans signed and sealed by a certifying Mechanical/Sanitary/Chemical Engineer whichever is applicable of the design rights shall be submitted.
4. Operations Manual original and duplicate copy shall be submitted.
5. Engineer's Report and its attached documents prescribed by the DENR during application of Discharge Permit shall be submitted.
6. Testing and Commissioning Report signed and sealed by the Engineer shall be submitted.
7. One (1) year monitoring of Wastewater Discharge sampled on a quarterly basis.
8. All equipment must have redundancy with magnetic flow meter for monitoring of influent and effluent volumetric flow rate.
9. One (1) year warranty for equipment and workmanship shall be imposed.
10. One (1) year quarterly maintenance check-up

# Section VI. Specifications

## G. Implementation Arrangement

### Reporting Protocol

Detailed Design and Plans (whether preliminary or final), will be submitted to the WVSUMC Procuring Entity Implementing Unit for review and approval, Submittals will be in three (3) sets.

- a. Technical queries will be submitted to the WVSUMC Procuring Entity Implementing Unit for appropriate action.
- b. Billing Statements with supporting documents during design and construction will be submitted to the WVSUMC Procuring Entity Implementing Unit for action.

## H. Eligibility Requirements (Refer to Bid Tender Documents)

## I. Manpower Requirements (Refer to Bid Tender Documents)

## J. Approved Budget Cost

The total approved budget cost for the Project is Three Million Pesos Six Hundred Thousand Pesos Only (Php 3,600,000.00)

## K. Time Frame

The Contractor is required to complete the Project within the time period as shown below, to start upon the Contractor's receipt and signing of Notice to Proceed.

| ACTIVITY  | Days |    |    |    |    |    |     |     |     |  |
|---|------|----|----|----|----|----|-----|-----|-----|--|
|   | 20   | 40 | 60 | 70 | 80 | 90 | 100 | 110 | 120 |  |
| Pre-Detailed Design and Detailed Design including approval                          |      |    |    |    |    |    |     |     |     |  |
| Construction including Application and issuance of Permits, Acceptance and Turnover |      |    |    |    |    |    |     |     |     |  |

# ***Section VI. Specifications***

**SUBJECT: DESIGN PARAMETERS STRUCTURAL/CIVIL WORKS (Subject to consultant's improvement and modification based on the Approach and Methodology narrated under his Technical Proposal)**

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## **I. Codes and Standards**

The Civil/Structural Design shall be in accordance with the following Codes and Standards

- **Codes**
  1. National Structural Code of the Philippines (NSCP) 2015
  2. National Building Code of the Philippines and its revised IRR
  3. Accessibility Law
  4. Local Codes and Ordinances
- **Standards**
  1. Bureau of Product Standards (BPS)
  2. Philippine National Standards (PNS)
  3. DPWH Blue Book
  4. American Concrete Institute (ACI)
  5. American Society for Testing Materials (ASTM)
  6. American Welding Society (AWS)

## **II. Site Works**

Based on Master Site Development Plan of the WVSU Medical Center, provide complete design and details of Wastewater Treatment Plant Underground Civil/Structural Works as designed.

## **III. Summary of Materials**

1. Concrete shall be Portland cement and conforming to ASTM Specification C150, Type I to Type II
2. Coarse Aggregates shall consist of washed gravel, crushed stone or rock or a combination thereof conforming to ASTM C33
3. Reinforcing Bars shall conform with PNS Grade 60 for 12mm dia and below. (Underground Water Storage are utilized as parking lot)
4. Structural steel shall conform with ASTM A36/A6M
5. Bolts and Studs shall conform with ASTM A 325
6. Welding electrodes shall be E60 or E 70 and conform with AWS

# Section VI. Specifications

**SUBJECT : SANITARY/PLUMBING DESIGN PARAMETERS** (Subject to consultants improvement and modification based on the Approach and Methodology narrated under his Technical Proposal)

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## I. Codes and Standards

The Sanitary/Plumbing Design shall be in accordance with the following Codes and Standards.

- **Codes:**
  1. National Building Code of the Philippines and Its New IRR
  2. Fire Code of the Philippines
  3. National Plumbing Code of the Philippines (NPCP)
  4. Sanitation Code of the Philippines
  5. Existing Local Codes and Ordinances.
  
- **Standards:**
  1. Bureau of Product Standards (BPS)
  2. Philippine National Standards for Drinking-Water
  3. Underwriters Laboratory (UL)
  4. DOH National \ Laboratory (NRL)
  5. DOH Health Care Waste Management Manual
  6. National Water Resources Board (NWRB)
  7. National Plumbers Association of the Philippines (NAMPAP)
  8. Philippine Society of Sanitary Engineers, Inc. (PSSE)

## II. Site Works

- Based on the Master Site Development of the WVSU MEDICAL CENTER, the Site Works shall provide complete layout of the following:
  1. Sewerage Pipe Network, indicating Sewage Manholes, Sewage pipes and the location of the Septic Tanks
  2. Water Supply Network, indicating the location of Water Service entrance, Cisterns, and proposed Pump House and main water lines.
  
- The Sewerage Pipe Network design shall accommodate all sewage coming from all the facilities, conveyed by gravitational flow leading to the proposed Sewage Treatment Plant;  
Per capita wastewater demand: 150-250 gal/capita/day per bed
  
- Provide complete cold water supply pipes from the main water source to cistern,

## III. Summary of Materials

- Sewer and Vent pipes; Unplasticized Polyvinyl Chloride (uPVC) extra series 1000 (Conforming to ISO 4435 ASTM D2729 including Trims and Fittings)
- Sewage Manholes; Traffic Type Reinforced Concrete with Standard Cast Iron Cover
- Wastewater pipeline; was area/dietary (same as sewer and neat pipes)

## ***Section VI. Specifications***

- Cold Waterline pipes; for buildings, Polypropylene Pn16/Pn20 Fusion Weld Pipes including Trims and Fittings (BPS Certified)

**SUBJECT: MECHANICAL WORKS DESIGN PARAMETERS** (Subject to consultant's improvement and modification based on the Approach and Methodology narrated under his Technical Proposal)

---

### **I. Codes and Standards**

The Mechanical Design shall be in accordance with the following Codes and Standards.

- **Codes:**
  1. National Building Code of the Philippines and Its New IRR
  2. New Fire Code of the Philippines
  3. Mechanical Engineering Code of the Philippines (ME Code)
  4. Existing Local Government Codes and Ordinances.
- **Standards:**
  1. Bureau of Product Standards (BPS)
  2. Philippine National Standards (PNS)
  3. Underwriters Laboratory (UL) and Factory Mutual (FM)
  4. International Electro technical Commission (IEC) 1988
  5. National Fire Protection Association (NFPA)
  6. National Fire Protection Association (NFPA) 99 Standard for Health Care Facilities.
  7. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
  8. Center for Disease Control and Prevention (CDC) Manual.

### **VII. Summary of Materials (See attached Bid Tender Documents)**

# Section VI. Specifications

**SUBJECT: ELECTRICAL SYSTEM DESIGN PARAMETERS** (Subject to consultant's improvement and modification based on the Approach and Methodology narrated under his Technical Proposal)

---

## I. Codes and Standards

The Electrical System Design Parameters shall be in accordance with the following Codes and Standards.

- **Codes:**
  1. Philippine Electrical Code
  2. National Electrical Code
  3. New Fire Code of the Philippines
  4. National Building Code of the Philippines and Its New IRR
  5. Existing Local Codes and Ordinances
  
- **Standards:**
  1. Bureau of Product Standards (BPS)
  2. Underwriters Laboratory (UL)
  3. National Fire Protection Association
  4. International Electro technical Commission (IEC)
  5. Illumination Engineering Society (IES)
  6. National Electrical Manufacturer's Association (NEMA)
  7. DOH Manual on Technical Guidelines for Hospital and Health Facilities Planning and Design

## II. Site Works

Based on the Master Site Development of the WVSUMC, the Site Works shall provide complete Electrical layout of the following:

### Electrical System

1. Power System
  - Provide and install adequate normal branch circuits for the Power System.
  
2. Lightning Protection System
  - The lightning protection system shall include grounding conductors, ground rods, and auxiliary equipment as required for a complete and operational lightning protection system.

Provide Details of the following:

1. Panel Board and Circuit Breakers
2. Switchgear and other Metering Devices
3. Grounding System Layout
4. Others as may be required.

# Section VI. Specifications

## III. Summary of Materials

1. **Wiring Devices:** Wiring devices shall be non-automatic control devices, the contact is guaranteed by the pressure of the special spiral springs.
  - Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick-connected type.
  - General use receptacle shall be 15A, 240V grounding type unless otherwise indicated on the drawings.
  - Special purpose receptacles shall be as called for on the drawings. Matching plugs shall be supplied.
  
2. **Panel boards and Circuit Breakers:** The Panel board and Circuit Breakers shall be equipped with molded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.
  - Provide molded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick-make, quick break, thermal-magnetic, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
  - All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
  
3. **Electrical Conduits, Boxes and Fittings:** All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
  - Rigid Steel Conduits (RSC)
  - Rigid Metal Conduits (RMC)
  - Intermediate Metal Conduits (IMC)
  - Electrical Metallic Tubing (EMT)
  - Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
  
4. **Conductors:** Wires and cables shall be of the approved type and unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts.
  - The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60 °C Temperatures.
  - All conduits of convenience outlets and wire ways for lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm square in size.
  - Final details of the system shall follow specific requirements, quantity and type of service.



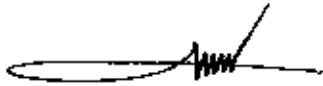
## ***Section VII. Drawings***

**Please refer to three (3) sheets of drawings**

**LIST OF DRAWINGS**

- 1. SITE DEVELOPMENT PLAN**
- 2. AS BUILT PLAN SEWAGE TREATMENT PLAN**

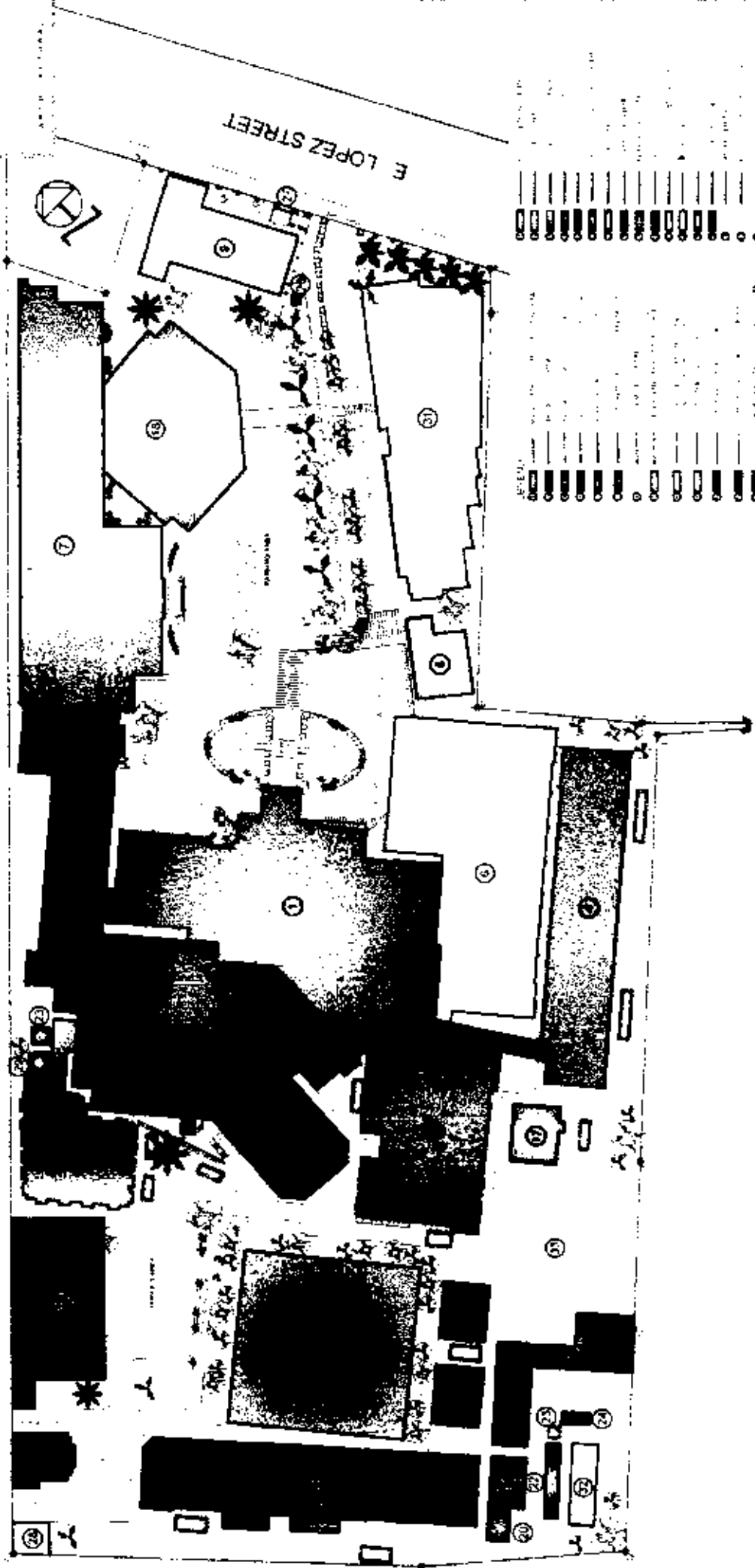
PREPARED BY:



**ALWITO L. VALDEMAR**  
Engineer III

D. B. LEDESMA STREET

E LOPEZ STREET



LEGEND

|          |                         |
|----------|-------------------------|
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WWSU MEDICAL CENTER SEPTIC VAULT LOCATION PLAN  
 SCALE 1:350 M



WEST VIRGINIA STATE UNIVERSITY  
 MEDICAL CENTER

WEST VIRGINIA STATE UNIVERSITY  
 MEDICAL CENTER  
 EXISTING SITE DEVELOPMENT PLAN





# Section VIII. Bill of Quantities



**WEST VISAYAS STATE UNIVERSITY MEDICAL CENTER**

E. Lopez St., Jaro, Iloilo City

"PhilHealth Accredited Health Care Provider"

Tel No. (033) 320-2431 Fax No. (033) 3202623 E-mail Address: medcenter@wvsu.edu.ph



## BILL OF QUANTITIES

**Project Title: ONE LOT MODIFICATION /ENHANCEMENT OF SEWAGE TREATMENT PLANT (Design and Build-Improvement of Waste Water Treatment Plant)**

**Location: WVSU Medical Center, E. Lopez St, Jaro, Iloilo City**

| ITEM No.   | DESCRIPTION   | QTY/UNIT    | UNIT COST |            | TOTAL COST |
|------------|---|-------------|-----------|------------|------------|
|            |   |             | IN WORDS  | IN FIGURES |            |
| <b>A.</b>  | <b>MODIFICATION /ENHANCEMENT OF SEWAGE TREATMENT PLANT</b>  |             |           |            |            |
| <b>1.0</b> | <b>GENERAL REQUIREMENTS AND SITEWORKS</b>   |             |           |            |            |
|            | 1.1 Enclosure Protection, Signboards, Warning Safety Signages   | 1.00 lot    |           |            |            |
|            | 1.2 Permits and Clearances  | 1.00 lot    |           |            |            |
|            | 1.3 Cleaning, Removal and Disposal of Debris  | 1.00 lot    |           |            |            |
|            | 1.4 Structure Excavation, Dewatering, Gravel Bedding and Back Filling Works   | 1.00 lot    |           |            |            |
| <b>2.0</b> | <b>REINFORCED CONCRETE WORKS</b>  |             |           |            |            |
|            | 2.1 Reinforced Concrete Walls including Plastering and Waterproofing  | 31.59 cu.m. |           |            |            |
|            | 2.2 Reinforced Concrete Top and Bottom Slab including Waterproofing   | 55.36 cu.m. |           |            |            |
| <b>3.0</b> | <b>STEEL METAL WORKS</b>  |             |           |            |            |
|            | 3.1 Man Hole Cover and Stainless Ladder   | 1.00 lot    |           |            |            |
| <b>4.0</b> | <b>PUMPS AND ACCESSORIES</b>  |             |           |            |            |
|            | 4.1 Various Vertical and Drive Pumps  | 1.00 lot    |           |            |            |
| <b>5.0</b> | <b>ELECTRICAL WORKS</b>   |             |           |            |            |
|            |   | 1.00 lot    |           |            |            |
| <b>B.</b>  | <b>DESIGN AND BUILD OF WASTEWATER TREATMENT PLANT</b>   |             |           |            |            |
| <b>1.0</b> | SUPPLY OF EQUIPMENT AND MATERIALS BASED ON THE DESIGN SPECIFICATIONS OF THE SYSTEM INCLUDING ALL REQUIRED ACCESSORIES AND POWER PANEL | 1.00 lot    |           |            |            |
| <b>2.0</b> | SYSTEM INSTALLATION   | 1.00 lot    |           |            |            |
| <b>3.0</b> | TESTING AND COMMISSIONING OF THE DESIGN SYSTEM  | 1.00 lot    |           |            |            |
| <b>4.0</b> | DELIVERY OF EQUIPMENT/MATERIALS FROM POINT OF ORIGIN TO PROJECT SITE  | 1.00 lot    |           |            |            |
| <b>5.0</b> | SAFETY REQUIREMENTS DURING INSTALLATION, TESTING AND COMMISSIONING  | 1.00 lot    |           |            |            |

# Section VIII. Bill of Quantities



**WEST VISAYAS STATE UNIVERSITY MEDICAL CENTER**

E. Lopez St., Jaro, Iloilo City

*"PhilHealth Accredited Health Care Provider"*

Tel No. (033) 320-2471 Fax No. (033) 320-6725 Email Address: medcenter@wvsu.edu.ph



## BILL OF QUANTITIES

**Project Title: ONE LOT MODIFICATION /ENHANCEMENT OF SEWAGE TREATMENT PLANT (Design and Build-Improvement of Waste Water Treatment Plant)**

**Location: WVSU Medical Center, E. Lopez St, Jaro, Iloilo City**

|                                   |  |          |  |  |  |
|-----------------------------------|--|----------|--|--|--|
| 6.0                               | REQUIRED PERMITS AS APPLICABLE                   | 1.00 lot |  |  |  |
| 7.0                               | TRAINING OF TECHNICIANS, OPERATORS AND ENGINEERS | 1.00 lot |  |  |  |
| 8.0                               | EFFLUENT TESTING AND COMMISSIONING               | 1.00 lot |  |  |  |
| <b>Total Bid Price in Figures</b> |  |          |  |  |  |
| <b>Total Bid Price in Words</b>   |  |          |  |  |  |

Submitted by:

\_\_\_\_\_  
Name and Signature of Bidder/Bidder's Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

# **Section IX. Checklist of Technical and Financial Documents**

## **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;

The key personnel must meet the required minimum years of experience set below:

| Key Personnel | General Experience | Relevant Experience |
|---------------|--------------------|---------------------|
|               |                    |                     |

- 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**

| Equipment | Capacity | Number of Units |
|-----------|----------|-----------------|
|           |          |                 |

- (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.

**Bid Form for the Procurement of Infrastructure Projects**  
*[shall be submitted with the Bid]*

---

**BID FORM**

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

Project Identification No. : \_\_\_\_\_

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: *[insert name of contract]*;
- 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 a 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 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;
- 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 [Name of Project] of the [Name of the Procuring Entity].
- 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: \_\_\_\_\_

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

**Performance Securing Declaration (Revised)**

*(If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award)*

REPUBLIC OF THE PHILIPPINES)

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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/manufacturer/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 for the first offense, or two (2) years **for the second 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 revised 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 OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## **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 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]*

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 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]*

**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]*

**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 Signatory's Legal Capacity]*  
for:  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:  
*[Insert Name of Supplier]*

**Acknowledgment**

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