

April 11, 2024

PHILIPPINE INTERNATIONAL CONVENTION CENTER



BIDDING DOCUMENTS

**PROJECT TITLE : ONE (1) YEAR CONTRACT FOR THE DAILY
OPERATION AND MAINTENANCE SERVICE
OF PICC's SEWAGE TREATMENT
PLANT/SYSTEM**

ABC : ₱918,390.00

Reference/s : PICC APP2024- MC - 27

**ITB-2024
February 24, 2024**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

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.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



BIDS AND AWARDS COMMITTEE

Invitation to Bid for the One (1) Year Contract for the Daily Operation and Maintenance service of PICC' Sewage Treatment Plant/System

1. The *Philippine International Convention Center (PICC)*, through the *Approved Budget for CY 2024*, intends to apply the sum of **NINE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY PESOS (Php918,390.00)**, **VAT Inclusive**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **One (1) Year Contract for the Daily Operation and Maintenance Service of PICC's Sewage Treatment Plant/System (PICC APP2024-MC-27)**. Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The *PICC* now invites bids for the abovementioned requirement. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the abovementioned requirement. 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 a non-discretionary "*pass/fail*" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Prospective Bidders may obtain further information from the *PICC-BAC* and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by prospective bidders starting April 12, 2024 from the given address and website(s) below *and upon payment of a non-refundable fee in the amount of One Thousand Pesos (Php1,000.00)*. A bidder shall present its proof of payment for the fee *by furnishing the PICC-BAC a copy of the Official Receipt*.
6. The *PICC-BAC* will hold a Pre-Bid Conference on April 23, 2024 at 10:00 a.m. at *Function Room B, 2nd Floor Secretariat Building, PICC* and/or through videoconferencing/webcasting *via Zoom/Google Meet*, which shall be open to prospective bidders (see interim guidelines for conduct of video conferencing).
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before May 6, 2024 at 9:30 a.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 14**.

9. Bid opening shall be on May 6, 2024, at 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity via video conferencing.
10. The PICC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*BIDS AND AWARDS COMMITTEE
PHILIPPINE INTERNATIONAL CONVENTION CENTER
PICC Complex, Pasay City 1307
87894759 and 87894760
Telefax No. 87894761
Email: procurement@picc.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: www.picc.gov.ph

[Date of Issue]


MELPIN A. GONZAGA
Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine International Convention Center* wishes to receive Bids for the *One (1) Year Contract for the Daily Operation and Maintenance Service of PICC' Sewage Treatment Plant/System* with identification numbers *PICC APP2024-MC-27*.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the total amount of PhP918,390.00.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier 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 Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.

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 VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the 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.
- 13.2. Payment of the contract price shall be made in:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.
- 14.2 The Bid and bid security shall be valid one hundred twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. 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 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.

16. Deadline for Submission of Bids

- 16.1. 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**.

17. Opening and Preliminary Examination of Bids

- 17.1. 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.

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 - Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

- 21.1. 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**.

III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5	<p>The following persons shall be eligible to participate in this bidding:</p> <ul style="list-style-type: none"> a. Duly licensed Filipino citizens/sole proprietorships; b. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the of the outstanding capital stock belongs to citizens of the Philippines; d. Cooperatives duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; e. Must be engaged in the business of operation and maintenance of Sewage Treatment Plant (STP) for the last ten (10) years; f. Must have an experience in the design, construction, operation and maintenance of STP using Sequential Batch-Bio Reactor technology for the last five (5) years; g. Must have at least three (3) completed or on-going projects in design, construction and/or operation and maintenance of STP using Sequential Batch-Bio Reactor technology one of which has a contract amount equivalent to 50% of the approved budget for contract subject of this bid; and h. Must be fully aware and updated on the current DENR/LLDA policies and requirements on environmental compliance, controlled values of wastewater standard parameters and can prepare self-monitoring reports and other requirements. Contractor must submit a copy of its Pollution Control Officer's DENR/or LLDA accreditation certificate.
5.3	<p>For this purpose, similar contract shall refer to operation and preventive maintenance service of sewage treatment plant.</p> <p>The Bidder must have completed within the last three (3) years a single contract that is similar to this requirement, the amount of which shall be at least fifty percent (50%) of the ABC.</p>
7.1	Sub-contracting is not allowed
8	The PICC will hold a pre-bid conference on April 23, 2024 at 10:00 a.m.
12	Not applicable

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. In the amount of not less than ₱18,367.80, or Cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. Surety Bond in the amount of not less than ₱45,919.50,
15	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit the original and one (1) copy of the first and second components of its Bid.</p>
16.1	<p>The address for submission of bids is:</p> <p style="text-align: center;">PICC-Bids and Awards Committee (BAC) Secretariat Ground floor, Delegation Building PICC Complex, 1307 Pasay City</p> <p>The deadline for submission of bids is May 6, 2024 at 9:30 a.m.</p>
17.1	<p>The place of bid</p> <p style="text-align: center;">BAC CONFERENCE ROOM Function Room B, 2nd Floor, Secretariat Building PICC Complex, 1307 Pasay City</p> <p>The date and time of bid opening is May 6, 2024 at 10:00 a.m.</p> <p>In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and the opening of Bids shall be at 2:00 p.m. of the next working day.</p>
19.3	<p style="text-align: center;">Total ABC is NINE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY PESOS (PhP918,390.00), VAT Inclusive.</p>
20.2	<p>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 LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certified Photocopy of the CY 2022 Income and Business Tax Returns with proof of payment; b. Sections III and V of the bid documents, signed on each and every page by the bidder's authorized representative; c. Company Profile with statements that they have an established office/shop equipment and personnel (with sketch of office location) and that they have highly skilled technical personnel on audio visual equipment;

	<p><i>d.</i> Resume of personnel mentioned in items 4 and 5 of Section II (Special/Other Conditions of the Contract) of Section VII (Technical Specifications);</p> <p><i>e.</i> LLDA Accreditation certificate of its Pollution Control Officer;</p> <p><i>f.</i> Certification from PICC' Mechanical Services Division that the participating bidder has conducted ocular inspection of the equipment that are included in the scope of work and the equipment' vicinity.</p> <p><i>g.</i> Certificate of Satisfactory Completion & Acceptance of previous PICC projects undertaken within the last three (3) years, if any.</p>
21.2	No additional requirement

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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause									
1	The Procuring Entity is <i>The Philippine International Convention Center (PICC)</i>								
2.2	<p>Payment</p> <p>For the services to be undertaken by the CONTRACTOR in accordance with the PICC specifications enumerated above, the latter shall pay the former the contract amount on per month basis for one (1) year period, inclusive of Expanded Value Added Tax (E-VAT); <i>payments shall be made upon submission of the monthly billing invoice and the monthly reports with latest Result of Laboratory Analysis (ROLA) to the Mechanical Services Division, Technical Services Department</i> who, in turn, shall issue a Certification of Acceptance and Full Satisfaction on Services delivered by the CONTRACTOR, subject to the usual government auditing and accounting rules and regulations.</p> <p>The Contractor agrees that there shall be no price increase for the duration of this Contract.</p>								
3	<p>Performance Security</p> <p>Within ten (10) calendar days from receipt of the Notice of Award, 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 following forms:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Form of Performance Security</th> <th style="text-align: center;">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td>Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Bank draft/guarantee issued by a Universal or Commercial Bank</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td style="text-align: center;">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	Cash or Cashier's/Manager's Check issued by a Universal or Commercial Bank.	Five percent (5%)	Bank draft/guarantee issued by a Universal or Commercial Bank	Five percent (5%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)
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4	<p>Inspection and Tests</p> <p>PICC may reject any works and materials that do not conform to the scope of works. The Contractor shall rectify such rejected work/s to meet the</p>								

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	standard set in the scope of works Section VII – Technical Specifications at no cost to PICC.
6	The period for correction of defects is seven (7) calendar days upon receipt of notice from PICC project-in-charge.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	
I	One (1) Year Contract for the Daily Operation and Maintenance of PICC' Sewage Treatment Plant/System	The Contract shall be binding and effective for a period of one (1) year from June 14, 2024 to June 13, 2025.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company / Bidder

Signature over printed Name of Authorized Representative

Position

Date

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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>SCOPE OF WORK FOR THE ONE (1) YEAR CONTRACT FOR THE DAILY OPERATION AND MAINTENANCE SERVICE OF THE PICC'S SEWAGE TREATMENT PLANT/SYSTEM</p> <p>I. SPECIFIC WORKS</p> <p>Supply of labor, expertise and supervision, provision of tools and instruments, repair equipment, personal protective equipment (PPE) and miscellaneous materials for the daily operation and preventive maintenance service of the PICC's Sewage Treatment Plant (STP)/System for a period of one year to include, but not limited to the following:</p> <ol style="list-style-type: none"> 1. Operate daily in automatic and/or manual mode (if necessary) and maintain regularly the 900 M³ effluent volume flow rate - design capacity sewage treatment plant/system. This is to include the following process equipment including their controllers, pipings and accessories: <ol style="list-style-type: none"> 1.1. Three (3) units Sequencing Batch Reactor (SBR) air blowers complete with open-drive motor- 20 Hp, 460V, 23.7 A, 3 Phase, 60Hz., coupled with 5,000 mm/Hg, 12.9 M³ /min. capacity air blower/ compressor and Programmatic Logic Controller (PLC), control safety devices and other accessories. 1.2. Three (3) units Influent Submersible Pumps – 5 Hp, 460V, 7.2 A, 3 Phase, 10 Total Dynamic Head (TDH) and maximum volume flow rate capacity of 2 M³ /min. 1.3. Two (2) units Effluent Submersible Pumps – 5 Hp, 460V, 7.2 A, 3 Phase, Total Dynamic Head (TDH) of 10M maximum volume flow rate capacity of 2 M³ /min. 1.4. Three (3) units Waste and Sludge Submersible Pumps – 0.5 Hp, 460V, 0.85 A, 3 Phase 1.5. Two (2) units Re-use Pumps for the watering of plants (sprinkler system) – Total Dynamic Head (TDH) of 28M and maximum volume flow rate capacity of 0.9 M³ /min. coupled with a drive motor - 5 Hp, 460V, 7.2A, 3 Phase, 60Hz., 1.6. One (1) unit Sludge Digester Submersible Pumps – 0.5 Hp, 460V, 0.85 A, 3 Phase 1.7. Six (6) units Lift Stations Submersible Pumps – 2 Hp, 230V, 7.2 A, 3 Phase, Total Dynamic Head (TDH) of 8M maximum volume flow rate capacity of 0.72 M³ /min. 1.8. Sludge Mechanical Filter Press (Manual Plate Shifting) 	

- 1.9. Influent's Bar Screen
- 1.10. Lift Station Nos. 1, 2 & 3
- 1.11. Equalization Tank
- 1.12. SBR 1, 2 & 3
- 1.13. Contact Tank
- 1.14. Sludge Digester Tank
- 1.15. Re - use Tank
- 1.16. Sewer lines and service manholes
- 1.17. Tertiary Treatment Process System/Tanks and various pumps/filtering, metering devices and its control system.

2. Perform the following services for the above-mentioned equipment:

2.1. Operation

2.1.1 **Sequencing Batch Reactor (SBR) Tank/s**

- 1. Conduct daily inspection on the three (3) units SBR Tanks.
- 2. Perform regular monitoring of the SBR Tank in operation. Take note on the quality of wastewater being treated. Be alarmed on abnormal color, odor and foam formation while influent is in settle or as being aerated.
- 3. Manually remove floating plastic/s or any other solid wastes from the water surface using improvised waste catcher/remover.
- 4. Regularly dewater the two (2) units stand by SBR tanks during rainy season to prevent build-up of algae and moss and deter breeding of mosquitoes inside the tanks. Coordinate with the ground maintenance for useful application of the contained water.
- 5. Monitor growth and multiplication of the useful bacteria, sludge formation, influent feeding frequency, aeration as well as required transfer of surplus/excess sludge from the subject tank/s to the Sludge Digester Tank
- 6. Monitor operation of the solenoid valve and other controllers for the Decant Process

7. Wear proper Personal Protective Equipment (PPE) in the performance of required activities/duties for safety.

2.1.2. Sequencing Batch Reactor (SBR) Air Blowers

1. Conduct daily inspection of the Air Blower that is scheduled for operation during shutdowns. That is, every 3-hr cycle time of the process operation.
2. Monitor operation
3. Change/rotate operation of the three (3) Air Blowers everyday and during emergency shutdown due to occurrence of any abnormality on the subject equipment/or its controller while it is in active operation.
4. Manually shift individual control valves of each three (3) Blower units to implement a change in operation. As designed, each unit are dedicated for individual SBR tank only.
5. Monitor regularly the operation using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.3. Equalization Tank and Three (3) units Influent Submersible Pumps

1. Conduct daily inspection on the three (3) Influent Submersible Pumps
2. Observe/assess pumps' frequency of operation and efficiency. Regularly check influent condition inside the Equalization Tank as well as level sensors' position/condition.
3. Remove plastics and other solid wastes inside the tank to prevent clogging at the pumps/lines, stock - up and burn-out of drive motor.
4. Alternately operate the subject pumps.
5. Monitor regularly the operation using voltmeter and ammeter

to determine actual operating condition of the submersible pumps.

2.1.4. Contact Tank and Two (2) units Effluent Submersible Pumps

1. Conduct daily inspection of the Contact Tank for possible intrusion of solid wastes from the SBR and leaves of trees from the surrounding trees. Remove/clean as needed.
2. Conduct daily/hourly inspection of the two (2) Effluent Pumps and their controllers.
3. Monitor regularly the operation of the subject effluent submersible pumps using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.5. Three (3) units Waste and Sludge Submersible Pumps

1. Conduct periodic inspection on the three (3) Waste and Sludge Pumps.
2. As the subject pumps are not yet used or seldom to be used, there is a need to conduct at least 5 seconds weekly test-runs to prevent stock-up of bearings.
3. Monitor the test-operations using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.6. One (1) unit Sludge Digester Submersible Pumps

1. Conduct periodic inspection of the Sludge Digester Pump.
2. As the subject pumps are not yet used or seldom to be used, there is a need to conduct at least 5 seconds weekly test-runs to prevent stock-up of bearings.
3. Monitor the test-operations using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.7. Re - use Tank/pipelines Two (2) units Tertiary or Re-use Pumps

1. Conduct daily inspection of the Re-use Tank/pipelines and of the two (2) Tertiary or Re-use Pumps which are basically designed for the watering of plants using the sprinkler system. Take note of possible leakage/s on the concrete tank and at the pipelines.
2. Alternately operate the subject pumps.
3. Coordinate with the PICC Ground Maintenance personnel for the schedule of watering of plants.

4. Monitor the operation of the subject Tertiary Pumps using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.8. Three (3) units Lift Stations/pipelines and six (6) units Submersible Pumps

1. Conduct daily inspection (to be conducted at the start and end of the two (2) daily shift schedules) on the three (3) Lift Stations and of the six (6) Submersible Pumps. Assess pumps' operating efficiency and condition of influent level sensors and their controllers via actual verification at site, by observation/recording of frequency and volume of influent flow/delivery from Lift Stations to the Equalization Tank or both. Conduct daily inspection on the wastewater/influent pipelines for possible leak/s and cloggings.
2. Monitor the operation of submersible pumps using voltmeter and ammeter to determine actual operating condition of the subject equipment

2.1.9. Sludge Mechanical Filter Press (Manual Plate Shifting)

1. Before the start of sludge pressing operation, be sure that filter canvass are properly inserted and pressed to avoid unwanted leakage.
2. Check alignment and tightness of plate contacts. Retighten adjuster if found necessary.
3. Observe cleanliness and proper handling of caked sludge. Be sure that manually scrapped filtered and pressed sludge are initially deposited at the provided Stainless steel pan. Dump waste sludge only at an environmentally safe/appropriate area designated for the purpose.
4. Assist DENR/LLDA accredited Transporter and Treater during the hauling of the caked sludge for proper treatment and disposal.

2.1.10. Influent's Bar Screen

1. Check - up Bar Screen upon start of duty of each shift operator. Be sure that the Bar Screen is seating properly at the bottom of the metal framing to ensure trapping of solid wastes from the raw influent.
2. Monitor inflow of raw wastewater/influent from Lift Stations.

Remove immediately all solid wastes that are trapped in the screen to prevent being clogged and possible overflow.

3. Immediately wash/rinse the Bar Screen/enclosure at the end of every wastewater delivery/inflow to prevent build-up of dirt and emission of foul odor.

2.1.11. Tertiary Treatment Process System and allied Installations

1. Conduct daily inspection on the Coagulant Tank, Anaerobic and Flocculation Tanks, Chlorine Tank, Filter Media System and the final discharge tank for possible intrusion of leaves of trees from the surrounding trees. Remove/ clean as needed.
2. Monitor the operation of the subject Dosing Pump/s using voltmeter and ammeter to determine actual operating condition of the subject equipment.
3. Monitor automatic process operation of the Tertiary Treatment Process as programmed in the PLC.
4. Perform monthly regular Preventive Maintenance Services on the electrical control system.

2.2. Other Operation-related services

1. In the occurrence of voltage fluctuation/or power failure, manually reset the bell/alarm as well as the equipment control system (if necessary). Coordinate with the assigned electrical/or mechanical technicians at the main powerhouse building on the cause and expected duration of power interruption for the on-time resumption of operation.
2. Shut down process equipment found to be operating beyond normal limits in terms of ampere-drawn, observed/ noticed to be in abnormal operating condition and those that failed to operate in normal sequence as programmed until corrective action/s are done.
3. Monitor automatic process operation of the STP as programmed in the PLC. Adapt the most efficient and effective operating system that would ensure continuous compliance on the new General Effluent Standard (GES) parametric values and per 2024-2025 Discharge Permit stipulations and as set by the Department of Environment and Natural Resources

(DENR) and of the Laguna Lake Development Authority (LLDA):

Parameters	Unit	DENR Effluent Standards
Biological Oxygen Demand, BOD	mg/L	30
Chemical Oxygen Demand, COD	mg/L	100
Total Suspended Solids, TSS	mg/L	100
Oil and Grease	mg/L	5.0
Color	NTU	150
Total Coliform	<i>MPN/100mL</i>	10.000
pH		6.5-9.0
<i>Nitrate as NO₃-N</i>	<i>mg/L</i>	<i>20</i>
<i>Phosphate</i>	<i>mg/L</i>	<i>2</i>
<i>Ammonia as NH₃-N</i>	<i>mg/L</i>	<i>3</i>
Fecal Coliform	<i>MPN/100mL</i>	200
<i>Sulfactants (MBAS)</i>	<i>mg/L</i>	<i>3</i>

- 2023-2024 Discharge Permit Parameters
- For revision per 2024-2025 Discharge Permit

4. Assist the pollution Control Officer (PCO) of PICC in the preparation of quarterly Self-Monitoring Report (SMR) on water component as required by the Laguna Lake Development Authority.
5. Assists in conducting quarterly or as needed effluent sampling for laboratory analysis by a DENR/LLDA accredited service provider as part of the process and effluent quality monitoring system.
6. Assists in the processing of renewal of LLDA Discharge Permit.
7. Records day-to-day activities and operating conditions of all the process equipment and of the STP as a whole for reference. The daily volume of decanted or treated wastewater as metered/recorded at the decant pump's discharge flow meter must be included in the daily recording.
8. Weekly (or as needed) taking of SBR water with sludge to determine the sludge level or Sludge Volume Index (SVI). Maximum level of sludge as read from graduated cylinder

hr

for an hour settlement is 300ml/L of the sample water. This is an indication that there is already a need for reduction of the existing sludge on the SBR tank for an ideal influent treatment process operation.

9. Monthly taking of water samples from SBR water for pH and Dissolve Oxygen (D.O.). The pH and the D.O. of the SBR water must be maintained at normal ranges of 6.5-8.5 and 2-5 mg/L/ppm respectively. Also, monthly sampling of effluent shall be done by the Contractor for laboratory testing/analysis. Said effluent sample/s could be tested/analyzed by a third party testing laboratory to be contracted by the winning Contractor. The cost of laboratory analysis shall be shouldered by the said Contractor.

10. Prepare and submit monthly Monitoring Report of the upgraded STP, outlined as follows:

1. Plant Operation Status

1.1 Flow Monitoring Report

1.2 Process Equipment Monitoring

2. Process Operation Status

2.1 Process Operation Concerns

2.2 Effluent Quality Monitoring/Result of laboratory Analysis

2.3 Attachments (site/inspection reports, PM servicing etc.)

2.3. Regular Preventive Maintenance

2.3.1. Sequencing Batch Reactor (SBR) Tank/s, Equalization Tank, Contact Tank, Lift Stations, Re – use Tank & Accessories and Tertiary Treatment Process System and allied Installations

Monthly Check – up and Servicing

1. Check and service water level sensors, solenoid valve and other control system to ensure reliability of operation.

2. Perform routine maintenance checks on the piping system. Retighten loose pipe joints, bracket/s and supports.

3. Conduct inspection on the concrete tanks' laterals and surroundings for abnormal water marks, cracks or any other sign of deterioration. Report finding/s immediately to the office of Mechanical Services Division for the implementation of appropriate preventive maintenance service/action.
4. Service/clean the two (2) stand – by SBR tanks. Remove dirt, tree leaves and any other waste contained in these tanks. Scrape moss or algae using metal scraper or other cleaning device that would not damage the concrete interior finish of the tanks. The Equalization Tanks, Lift Stations, Contact Tank, Sludge Digester Tank as well as the Re – use Tank must be serviced/cleaned of dirt and other solid wastes.
5. Clean surroundings of the subject tanks.

Quarterly Check - up and Servicing

1. Dewater the two stand – by tanks using portable submersible tanks or by using the built – in Waste and Sludge pump whichever is appropriate/or economical when the need arises.
2. Service/clean inlet holes of the decant pipe for faster discharge of effluent during the decant stage/process.
3. De – rust and repaint light fixtures, holders, pipes and their supports and other accessories atop the SBR tanks as well as the metal stands and supports of the control panels of the three (3) Lift Stations. Paint and other related materials will be supplied by the PICC.

Semi-Annual Check – up and Servicing

1. Transfer contained influent of SBR tank that is in operation for the past six months to give way for the check –up and servicing of the air diffuser pipes and vanes and other tank's accessories.
2. Service/clean the SBR tank interior, air diffuser pipes and vanes.
3. Re-tight loose fittings and joints if found necessary.

Annual Check – up and Servicing

1. De – rust and repaint light fixtures, holders, pipes and their supports, catwalks and other accessories atop the SBR tanks as well as the metal stands and supports of the

control panels of the three (3) Lift Stations. Paint and other related materials will be supplied by the PICC.

2. Conduct inspection/check – up on the concrete tanks' finishes, top section plastering/waterproofing for possible sign of warping and peeling-off. Apply necessary corrective maintenance using PICC-supplied materials.

2.3.2. Air Blowers (Pump and Compressor Assembly)

Monthly Check – up and Servicing

1. Check compressor-motor belt drives and their alignment.
2. Check compressor oil level and sign of leakage. Retighten loosened oil plugs and refill if necessary.
3. Check level of noise and vibration of motor and compressor. It must not be abnormal/or excessive.
4. Check sign of possible deterioration of bearing of the compressors and pumps. Replace bearing if necessary.
5. Check air pressure gauges. Replace if found defective
6. Check air control valves if leaky. Service and clean or replace if found necessary.
7. Check and clean air suction filters using appropriate cleaning agent and compressed air.
8. Check air relief valve operation
9. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.
10. Check water level sensors and the programmable logic control system if all are set and functioning in accordance with the required design specifications or aeration patterns of the air blowers.

Quarterly Check - up and Servicing

1. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.

2. Check holding bolts of the compressor-motor. Retighten loosened bolts if necessary.
3. Lubricate motor and pump bearings.
4. Check compressor oil level and sign of leakage. Retighten loosened oil plugs and/or loose fittings/connections. Refill if necessary.
5. Check compressor-motor belt drives and their alignment.
6. Check and clean air suction filters using appropriate cleaning agent and compressed air.

Semi-Annual Check – up and Servicing

1. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.
2. Check water level sensors and the programmable logic control system if all are set and functioning in accordance with the required design specifications or aeration patterns of the air blowers.
3. Lubricate motor and pump bearings.
4. Change oil of compressor.
5. Check compressor-motor belt drives and their alignment.
6. Check and clean air suction filters using appropriate cleaning agent and compressed air.

Annual Check – up and Servicing

1. Dismantle motors and conduct cleaning of stator winding, motor casing internals as well as the rotor using approved solvents.
2. Replace bearings of motors and compressor as necessary. Lubricate motor bearings.
3. Change oil of compressor.
4. Check and clean air suction filters using appropriate cleaning agent and compressed air.
5. De-rust and repaint corroded portion of valves, pumps, motors, piping and accessories. Apply primer and finishing paint.

2.3.3. Lift Station Submersible Pumps, Influent Submersible Pumps, Waste and Sludge Pumps, Contact Tank Submersible Pumps, Sludge Digester Submersible Pump, Chemical Dosing Pumps, Re-use/Plants Watering Pumps and the Tertiary Treatment Process Pumps and other equipment and its Electrical Control System

Monthly Check – up and Servicing

1. Check and clean submersible pumps' suction strainer.
2. Check discharge pipeline. De-clog/clean if necessary.
3. Check submersible pump's oil level and sign of leakage. Retighten loosened oil plugs and/or loose fittings/connections. Refill if necessary.
4. Check level of noise and vibration during test-run. It must not be abnormal/or excessive.
5. Check sign of possible deterioration of bearing.
6. Check cable seal on top of the pump. Retighten and apply appropriate sealant if found necessary.
7. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.
8. Check authenticity of recording of the effluent/decant pump's discharge flow meter.
9. Check water level sensors and the programmable logic control system if all are set and functioning in accordance with the required water discharge patterns of the subject pumps.

Quarterly Check - up and Servicing

1. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages of the upgraded STP.
2. Check submersible pump's oil level and sign of leakage. Retighten loosened oil plugs and/or loose fittings/connections. Refill if necessary.

3. Check cable seal on top of the pump. Retighten and apply appropriate sealant if found necessary.

4. Check and clean submersible pumps' suction strainer.

5. Check discharge pipeline. De-clog/clean if necessary

Semi-Annual Check – up and Servicing

1. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.

2. Check submersible pump's oil level and sign of leakage. Retighten loosened oil plugs and/or loose fittings/connections. Refill if necessary.

3. Check cable seal on top of the pump. Retighten and apply appropriate sealant if found necessary.

4. Check and clean submersible pumps' suction strainer.

5. Check discharge pipeline. De-clog/clean if necessary

6. Clean submersible pumps' nameplate using appropriate cleansing agent. Preserve readability/clarity of stipulated technical specifications of the subject pump therein.

7. De-rust and repaint pump's casing.

8. De-rust and repaint discharge pipe lines of the influent pumps at the equalization tank as well as of the tertiary pumps.

Annual Check – up and Servicing

1. Check electrical terminal connection on motor, control starter and circuit breaker. Check and record motor insulation resistance, drawn current and power supply/voltages.

2. Check submersible pump's oil level and sign of leakage. Retighten loosened oil plugs and/or loose fittings/connections. Refill if necessary.

3. Check cable seal on top of the pump. Retighten and apply appropriate sealant if found necessary.

4. Check and clean submersible pumps' suction strainer.

5. Check discharge pipeline. De-clog/clean if necessary

6. Clean submersible pumps' nameplate using appropriate cleansing agent. Preserve readability/clarity of stipulated technical specifications of the subject pump therein.
 7. De-rust and repaint pump's casing.
 8. De-rust and repaint discharge pipe lines of the influent pumps at the equalization tank as well as of the tertiary pumps.
3. Submit monthly accomplishment reports and recommendations signed by the Maintenance Supervisor and Service Manager. Submit said reports together with the monthly billing.

II. SPECIAL/OTHER CONDITIONS OF THE CONTRACT:

1. The CONTRACTOR shall be responsible for the supply of labor, technical expertise, supervision, provision of tools and instruments, repair equipment, office supplies and disposables such as waste rugs and other related items needed for the daily operation and proper maintenance of the Sewage Treatment Plant (STP) as specified in the above scope of work.
2. The PICC shall supply the materials and spare parts needed in the actual implementation of preventive and corrective maintenance services for the subject STP.
3. The CONTRACTOR shall perform the above-mentioned minimum detailed operation and maintenance services on the STP equipment /system on daily basis, seven (7) days a week, twenty-eight (28) to thirty-one (31) days a month for a period of one (1) year. The daily work schedule/duty of personnel and the STP operation and maintenance servicing schedule shall be as follows:

Daily Schedule

Shift 1: 6:00 AM to 2:00 PM

Shift 2: 2:00 PM to 10:00 PM

Shift 3: 10:00 PM to 6:00 AM

Scheduled Preventive Maintenance Services shall be performed from 8:00 AM to 5:00PM. Work schedule shall be adjusted from 5:00PM work time-out to "As-Required" to meet scheduled service/work completion for the day.

4. The CONTRACTOR shall assign a regular three (3) operators for the daily operation and maintenance services who are qualified to operate, maintain, trouble shoot and can implement emergency activation on all other spare or stand-by equipment/facilities especially on the electrical control system so as not to spoil the process operation of the subject

STP. During scheduled process monitoring and inspection, a process engineer must be assigned for the purpose. A crew composed of one (1) service engineer, one (1) electrical technician and one (1) mechanical technician shall be assigned for the implementation of schedule preventive and emergency repair or corrective maintenance for the STP.

5. The CONTRACTOR's personnel for the scheduled process monitoring, operation and inspection shall have the following qualification and experience:
 - a. Process Engineer – shall be a licensed chemical engineer with a minimum experience of two (2) years in supervisory capacity and technical works on Sewage Treatment Plant operation and maintenance. He/she must be an accredited Pollution Control Officer by the Department of Environment and Natural Resources (DENR) and the Laguna Lake Development Authority (LLDA).
 - b. Maintenance Supervisor/Service Engineer - shall be a licensed mechanical or electrical engineer with a minimum experience of two (2) years in supervisory capacity and technical works on Sewage Treatment Plant operation and maintenance.
 - c. Electrical Technician - shall be electrical engineering graduate or undergraduate or a graduate of two to three-year course on electrical technology with a minimum experience of two (2) years in technical works on Sewage Treatment Plant operation and maintenance.
 - c. Mechanical Technician - shall be a mechanical engineering graduate or undergraduate or a graduate of two to three-year course on mechanical technology with a minimum experience of two (2) years in technical works on Sewage Treatment Plant operation and maintenance.
 - d. STP Operators – shall be a graduate or under graduate of any four to five –year course in engineering or other technical course. He must have attended seminars/trainings on STP operation and maintenance and that, he is aware and knowledgeable on the environmental compliance requirements on report preparations, waste management, water testing/analysis especially on treated wastewater/effluent quality and standard parameters as set by the Department of Environment and Natural Resources (DENR) and the Laguna Lake Development Authority (LLDA).
6. The CONTRACTOR's personnel to be assigned regularly to PICC shall subject to interview by the Pollution Control Officer and/or the Assistant Director for Mechanical Services Division and approved by the Director of PICC Technical Services Department.

7. The CONTRACTOR shall observe seven (7) days a week regular-duty schedule from Monday thru Sunday regardless of holiday. The CONTRACTOR shall assign personnel to operate, tender and maintain the STP facilities and equipment and accessories during holidays and non-working days without additional cost to the PICC.
8. The CONTRACTOR's personnel on each of the three (3) shift duty shall not leave the STP/ PICC premises until such time the reliever arrives. One must secure first all the equipment in operation to ensure continuous treatment process as programmed in the PLC control system prior to turnover of post to his reliever and/or before leaving the STP/PICC premises.
9. The CONTRACTOR shall be responsible, with the assistance of the Pollution Control Officer (P.C.O.) of PICC for the process operation, periodic inspection and maintenance, taking of water sample and analysis, submission of quarterly Self-Monitoring Reports to the office of the DENR/LLDA. Notarial services and payment for the renewal of environmental permits and clearances shall be on PICC's account.
10. The CONTRACTOR shall harmoniously work together with the PICC personnel and shall always be ready to assist the P.C.O. in the preparation and submission of DENR/LLDA-required reports and application for any environmental permits or clearances in compliance with the Republic Act 9275, otherwise known as the Clean Water Act.
11. The following services (labor only) shall be part of the CONTRACTOR's responsibility:
 - 11.1. All services under regular operation and maintenance schedule and scope of works.
 - 11.2. Minor adjustment and calibration of electrical and electronic controls and other accessories. This is to include minor trouble shooting on the controllers and reprogramming the PLC in case of malfunctioning or erratic operation.
 - 11.3. Replacement of defective parts and accessories of any facility of the STP not requiring extensive services and manpower.
 - 11.4. Replacement of bearings of electric motor, and submersible pump assembly as well as their mechanical seal and valve packing if any.
 - 11.5. Minor painting, soldering, welding, brazing and fabrication works.
 - 11.6. Replacement of V-belts of the air blowers
 - 11.7. Servicing/removal of plastics and other solid wastes of all the tanks of the STP.

11.8. Manual Chlorine feeding unto container.

12. The following services shall not be part of the CONTRACTOR's responsibility:

12.1. Supply of materials like oil, grease, rubber gaskets, paints and related materials, paint brushes, cleaning agents, chlorine and spare parts

12.2. Overhauling of compressor, pumps, gear boxes and components.

12.3 Rewinding and reconditioning of motors, control gate valves, solenoid controllers, transformers, holding coils and other accessories.

12.4. Major dismantling, installation, disassembly, assembly, alignment, and re-installation of equipment and accessories requiring additional personnel from the Contractor.

12.5. Rewiring of electrical and/or electronic controls and accessories of the STP.

12.6. Extensive leak repair or major de-clogging work on the Lift Station tanks and other tanks and pipe lines of the STP.

12.7. Any works that necessitates additional personnel from the Contractor and other significant work not included under Operation and Preventive Maintenance services.

13. All preventive maintenance services and repair works shall be performed during working hours and within the shifting schedules.

14. In case of equipment breakdown, the CONTRACTOR's qualified officer and/or engineer shall immediately inspect and evaluate within 24 hours the cause and extent of damage and shall inform/advise promptly the PICC verbally followed by a detailed written report and recommendations for the needed restoration.

15. PICC's procurement of CONTRACTOR's services that are not part of the scope of work of the Contract shall go through the procurement process in accordance with the Government Procurement Law.

16. The CONTRACTOR's personnel to be assigned at PICC shall have no employee-employer relationship with PICC. The PICC shall not in any way responsible for claims for personal injury, wages and other employee benefits, and other claims for damages including death of its personnel and third parties brought in by the CONTRACTOR or by its employees for the performance of duties specified herein.

17. The CONTRACTOR shall provide its personnel with uniform that is acceptable to and approved by the PICC, being an international convention center.

18. The Contractor must submit NBI/Police Clearance of its personnel to be assigned at the PICC.

III. TERMINATION OF CONTRACT

In addition to the above conditions, the contract/scope of services shall be terminated by PICC if the Contractor has rendered services below satisfactory performance rating for two consecutive or accumulated occasions or bi-monthly periods.

Commission of any of the following shall be considered "poor performance or unsatisfactory performance":

1. Non-completion of bi-monthly services as required under Specific Activities.
2. One-time sabotage of operation or intentional shut down of the STP without valid cause.
3. Three (3) times failure to respond to an emergency trouble call within 24 hours from receipt of phone call on monthly basis.
4. Any rendition of works that resulted to three (3) written warnings on monthly period from the Office of Mechanical Services or Technical Services Department due to poor workmanship.

Further, the Contractor shall not be paid for any rendition of monthly services below satisfactory/poor performance rating. The Contractor shall be given written warning for the first periodic offense and shall be penalized immediately by way of non-payment for monthly services for the subject period.

STATEMENT OF COMPLIANCE

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.

Note:

Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

*Section VIII. Checklist of Technical and
Financial Documents*

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**. If any of the documents in Annex "A" are expired, the updated document shall be submitted during post-qualification;

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 (**Annex "A"**); **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Section "B"**); **and**
- (d) 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 (**Annex C"**); **and**
- (e) Conformity with the Technical Specifications (**Section VII**-signed on each and every page), which includes production/delivery schedule, manpower requirements, and/or after-sales/parts (**Section VI**), if applicable; **and**
- (f) 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 (**Annex "D"**).

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**Annex "E"**) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) 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

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

Other documentary requirements under RA No. 9184 (as applicable)

- (j) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ANNEX "B"

SINGLE LARGEST COMPLETED CONTRACT

WHICH IS SIMILAR TO THE CONTRACT TO BE BID

Business Name:

Business Address:

Name of Contract	a. Owner' Name b. Address c. Telephone Nos.	Nature of Item/Service	a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion & Acceptance or Official Receipt/s or Sales Invoice issued for the contract

Note: The Single Largest Completed Contract shall be completed within the last ten (10) years from the date of submission and receipt of bids, that is similar to the contract to be bid, the amount of which shall be at least fifty percent (50%) of the ABC.

Submitted by:

(Printed Name & Signature)

Designation:

Date:

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting 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 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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;**

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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 _____, 2024
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]

Name of the Project: **One (1) Year Contract for the Daily Operation and Maintenance Service of PICC' Sewage Treatment Plant/System**

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	
7	Value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with contract to be bid.	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

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

NFCC = P _____

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR.

or

A committed Line of Credit, in an amount to at least ten percent (10%) of the ABC, issued by a Universal of Commercial Bank.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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, offer to **One (1) Year Contract for the Daily Operation and Maintenance Service PICC' Sewage Treatment Plant/System** the sum of:

TOTAL CONTRACT RATE: INCLUSIVE OF VALUE ADDED TAX (VAT)

_____ (P _____)
(Amount in Words) (Amount in figures)

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[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 or in the Price Schedules (see attached),

If our Bid is accepted, we undertake:

- a. to deliver the services in accordance with the schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____