

BIDDING DOCUMENTS

SEWAGE SANITARY PIPE/ SUMP PIT DRAINAGE REHABILITATION AND INSTALLATION OF SEPTIC TANK/WASTEWATER TREATMENT PLANT PACKAGE AT THE BASEMENT OF THE NAPOLCOM NCR OFFICE BUILDING AT 371 SEN. GIL J. PUYAT MAKATI CITY



NATIONAL POLICE COMMISSION

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Section I. Invitation to Bid



Republic of the Philippines
NATIONAL POLICE COMMISSION
DILG-NAPOLCOM Center
NAPOLCOM Bldg., EDSA cor Quezon Ave.
West Triangle, Quezon City 1104
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Invitation to Bid

SEWAGE SANITARY PIPE/SUMP PIT DRAINAGE REHABILITATION AND INSTALLATION OF SEPTIC TANK/WASTEWATER TREATMENT PLANT PACKAGE AT THE BASEMENT OF THE NAPOLCOM NCR OFFICE BUILDING AT 371 SEN. GIL J. PUYAT MAKATI CITY

1. The National Police Commission (NAPOLCOM), through its general appropriations, intends to apply the sum of Eight Million Six Hundred Twenty Seven Thousand Nine Hundred Twenty Three & 90/100 (**₱8,627,923.90**) being the Approved Budget for the Contract (ABC) to payments under the contract for the Sewage Sanitary Pipe/Sump Pit Drainage Rehabilitation and Installation of Septic Tank/Wastewater Treatment Plant Package at the basement of the NAPOLCOM NCR Office building at 371 Sen. Gil J. Puyat Avenue Makati City. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The NAPOLCOM now invites bids for the above Procurement Project. Completion of the Works is required within one hundred twenty (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 NAPOLCOM and inspect the Bidding Documents at the address given below from 9:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on October 15, 2021 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 ten thousand pesos (P10,000.00).
6. The NAPOLCOM will hold a Pre-Bid Conference on October 25, 2021, 1:00 pm at the NAPOLCOM Conference Room, 18th Floor, DILG-NAPOLCOM Center, NAPOLCOM Building, EDSA corner Quezon Avenue, West Triangle, Quezon City which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or before 10:00 am of November 5, 2021. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on November 5, 2021, 10:00 am at the NAPOLCOM Conference Room, 18th Floor, DILG-NAPOLCOM Center, NAPOLCOM Building, EDSA corner Quezon Avenue, West Triangle, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The NAPOLCOM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

DIR. MYRNA DP. MEDINA, PhD., CESO IV
NAPOLCOM BAC Chairman
DILG-NAPOLCOM Center
NAPOLCOM Building, EDSA corner Quezon Avenue
West Triangle, Quezon City

8899-5126 c/o Ms. Ma. Terce G. Abrasia
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DIR. MYRNA DP. MEDINA, PhD., CESO IV
Chairman
NAPOLCOM Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The National Police Commission (NAPOLCOM) invites Bids for the Sewage Sanitary Pipe/Sump Pit Drainage Rehabilitation and Installation of Septic Tank/Wastewater Treatment Plant Package at the basement of the NAPOLCOM NCR Office building at 371 Sen. Gil J. Puyat Avenue Makati City.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of Eight Million Six Hundred Twenty Seven Thousand Nine Hundred Twenty Three & 90/100 (₱8,627,923.90).

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

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:
[*Select one, delete other/s*]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

b. Subcontracting is not allowed.

- 7.1. *[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.
- 7.2. *[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.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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:*

[Select one, delete other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

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 *[indicate date]*. 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

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 construction, rehabilitation, upgrading, safety and maintenance of sewage treatment plant facilities.						
7.1	<i>[Specify the portions of Works and the maximum percentage allowed to be subcontracted, which shall not be significant or material components of the Project as determined by the Procuring Entity.]</i>						
10.3	<i>[Specify if another Contractor license or permit is required.]</i>						
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>			
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>					
10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
12	<i>[Insert Value Engineering clause if allowed.]</i>						
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P165,358.48, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than P413,396.20, if bid security is in Surety Bond. 						
19.2	Partial bids are allowed, as follows: <i>[Insert grouping of lots by specifying the items and the quantity for every identified lot.]</i>						
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	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.						

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

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>[Select one, delete the other.]</i></p> <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:]</i> Fifteen (15) years.</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:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p>
10	<p><i>[Select one, delete the other:]</i></p> <p>a. Dayworks are applicable at the rate shown in the Contractor's original Bid.</p> <p>b. No dayworks are applicable to the contract.</p>
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 <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .

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.
15.1	The date by which operating and maintenance manuals are required is <i>[date]</i> . 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/Terms of Reference

TERMS OF REFERENCE

SEWAGE SANITARY PIPE/SUMP PIT DRAINAGE REHABILITATION AND INSTALLATION OF SEPTIC TANK/WASTEWATER TREATMENT PLANT PACKAGE AT THE BASEMENT OF THE NAPOLCOM NCR OFFICE BUILDING AT 371 SEN. GIL J. PUYAT MAKATI CITY

I. RATIONALE

The project proposal is to upgrade/replace the existing sanitary pipe to include sump pit/drainage rehabilitation and installation of new septic tank/wastewater treatment plant package facilities at the basement of the National Police Commission (NAPOLCOM)-NCR Office Building.

The Approved Budget for the Contract (ABC) is Eight Million Six Hundred Twenty Seven Thousand Nine Hundred Twenty Three & 90/100 (**₱8,627,923.90**). The NAPOLCOM shall engage the services of a qualified construction company/supplier for the said rehabilitation and installation works.

II. OBJECTIVE

The objective of the project is to comply with the provisions of Republic Act No. 9275 or otherwise known as the **Philippine Clean Water Act of 2004**, specifically on operating a facility that discharges regulated water pollutants without discharge permit. The said law further provides that failure to comply with the requirement of the law, the DENR-EMB NCR will impose fines and penalties upon the recommendation of the Pollution Adjudication Board (PAB), that anyone who commits prohibited acts such as discharging of untreated wastewater into any water body will be imposed with a fine of not less than ₱10,000 but not more than ₱200,000 for every day of violation. The building has no septic tank and waste treatment plant facilities, thus, all its waste are discharged directly to the street sewer.

III. QUALIFICATIONS OF PROSPECTIVE CONTRACTOR/SERVICE PROVIDER

1. The Contractor on record must be in good standing of the Philippine Contractors Accreditation Board (PCAB) and other government accreditation agencies for the project upgrading and rehabilitation works.
2. Must have a minimum of five (5) years of experience in the field of construction, rehabilitation, upgrading, safety and maintenance of sewage treatment plant facilities.

IV. GENERAL NOTES AND CONDITIONS

1. The Contractor shall provide the detailed final design layout plan and shop drawings for all component parts of the project for Mechanical, Electrical, Sanitary/Plumbing and other Specialty Works which should be signed and sealed by the Professional Licensed Engineers.
2. The Contractor shall provide a complete technical services and supervision for the entire project to upgrade/replacement of the existing sanitary pipe to include sump pit/drainage rehabilitation and installation of new septic tank/wastewater treatment plant package facilities at the basement of the NAPOLCOM NCR Office Building.
3. The Contractor shall implement the project construction activities until its completion, in accordance with the approved final detailed design layout plan and shop drawings, specification, scope of work and work schedule as provided in the contract.
4. The Contractor must coordinate closely with NAPOLCOM Central Office, Personnel and Administrative Service-General Service Division (PAS-GSD), in case of discrepancy between the plan/shop drawing and actual condition, the Contractor shall submit the revised plan/detailed shop drawings thru the Maintenance Section for recommendation/approval prior to the execution of the said works.
5. The Contractor must officially submit, with proper documents for any revisions, changes and additional works with the corresponding comparative cost estimate and time schedule within three (3) to five (5) working days to the GSD-PAS, NAPOLCOM Central Office, for review and evaluation prior to the approval of NAPOLCOM Vice Chairman.
6. The Contractor shall comply with all laws, decrees and regulations of the Philippines including those of the localities where the proposed project shall be implemented, for the upgrade, rehabilitation and installation works that may affect or apply in their operations and activities.
7. The Contractor shall employ personnel with professional experience as Project Engineer and highly skilled manpower for the project undertaking.
8. Prior to the commencing of the work/project, the Contractor shall submit a Project Implementation Plan (PIP), Safety Health Programs and Construction Method/Procedures, Detailed Work Plan (WP) with the time, manpower and equipment schedule for the Design and Construction activities to include the final detailed design layout plan/engineering plans and shop drawings for all component parts of the project for the approval of the Head of the Procuring Entity (HoPE) through the GSD-PAS within twenty one (21) calendar days upon receipt of Notice to Proceed.

9. The Contractor shall be solely responsible for providing all materials, labor, equipment, tools and instruments needed. Sub-contracting may be allowed in accordance with the existing laws, rules and regulations. The Contractor shall be solely responsible and liable to its sub-contractor in all aspect of the project.
10. Work completed shall ensure first-class workmanship to the satisfaction of the end-user.
11. The Contractor shall comply with all pertinent safety rules and regulations which are not limited to enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
12. The best quality of materials to be used shall be in accordance with the product standards (Philippines Standard) specification and parameters. However, if the needed materials are not locally available, the Contractor shall immediately submit in writing, for approval by the end-user, the acceptable alternatives not later than three (3) working days before the start of each activity.
13. The Contractor shall conduct a pre-inspection on the project location and contiguous areas on which this work is, in any way, dependent for perfect workmanship according to the intent of the scope of work and specifications. The Contractor shall report any conditions which will prevent from performing the work according to requirements.
14. All payment and fees as part of testing and commissioning prior to the final acceptance of the project shall be on account of the Contractor.
15. Monthly and Weekly Accomplishment/Progress Technical Reports must be submitted, supported by photographs, with respect to time schedule and cost including actual utilization of materials, labor and equipment as well as the safety measures/procedures activities of the project. This is to monitor actual progress and will be used as a basis for progress billing. It must be submitted to the GSD-PAS, NAPOLCOM Central Office for review and evaluation prior to approval of the Vice Chairman and Executive Officer (VCEO).
16. The Contractor shall be fully responsible for the erroneous interpretations of any data that will be reported to NAPOLCOM.
17. Once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount, the NAPOLCOM Central Office inspectorate team as the End-User will undertake site inspection and submit a punch-list report of rectifications, if any, to the Contractor within five (5) working days after the said activity. Rectifications shall be done by the Contractor prior to final turnover.

18. Upon Completion and Final Acceptance of the project, the Contractor shall officially inform the VCEO through the GSD-PAS, NAPOLCOM Central Office for proper disposition.
19. After the completion of the project, there shall be a one (1) year warranty/retention or defects liability period for the rectification works by the Contractor.

V. SCOPE OF WORKS AND SPECIFICATIONS

A. General Requirements

1. Bonds and Insurances – Upon receipt of notice to proceed, Contractor shall provide the following:
 - 1.1 Contractor All Risk Insurance (CARI)
 - 1.2 Performance Bond
 - 1.3 Guarantee/Surety Bond
2. Plans and Construction Drawings – Contractor prior to the construction, shall finalize and provide the detailed design layout and shop drawings for Mechanical, Electrical and Sanitary/ Plumbing Lines to include the Wastewater Treatment Plant, with signature and seal of Professional Registered Engineers.
3. Mobilization, Housekeeping and Demobilization - Involves mobilization of all required personnel, equipment and tools, includes housekeeping and regular hauling of construction waste as work progresses. Upon completion, remove all construction debris and clean the entire area prior to final turn over. Leave the work-site and all adjacent property affected by the Contractor's operations in a neat and satisfactory condition.
4. Temporary Facilities - Involves supply and provision for a temporary wooden structure and/or suitable enclosure where the Contractor can keep the various construction materials, tools and equipments. Also included are necessary warning signages. Before work start, the Contractor shall obtain approval of the construction of temporary facilities from the building management and all such construction shall be in accordance with applicable regulations for construction and use of field offices, worksites and laydown areas.
5. Safety - Contractor to provide and maintain such safety precautionary measures and the supply/issuance of personal protective equipment (PPE) as may be necessitated by the

construction of the work items to the satisfaction of the NAPOLCOM. As such the Contractor shall provide and maintain, during the entire contract period, all temporary safety measures necessary for the protection of people, buildings, structures and the like on the site or adjacent properties, and it shall be solely responsible for any damage to life and property caused as a result of not having taken adequate precautions against such damage.

6. Reinstate all damages to property back to the original condition, as a result and caused by its work during in the course of construction and installation at no additional cost to the NAPOLCOM.
7. Temporary and Preparatory Works – include complete removal of existing pumps and pipe lines as affected by the new design (as per approved plan/construction drawings). Existing domestic waste pipe to tie-in accordingly into adjacent existing drainage pipe and not to disrupt its operation while works are in progress.

B. Sewage Sanitary Pipe and Sump Pit Drainage Rehabilitation Works

1. Involves supply and installation of four (4) units of Sewage Submersible Pump 200 GPM @ 18 MTR. 3" DISCHARGE 3HP / 230V / 3 PH / 60HZ.
2. Involves supply and Installation two (2) units Duplex Sewage Submersible Controller "IEC Standard" Industrial for Full Voltage Non-Reversing Magnetic Starter For 3HP,230V, 3PH, 60HZ with Combination Circuit Breaker, Thermal Overload Relay, Auto Alternator, Phase Sequence Relay with Over/Under Voltage Protection, Indicating Pilot Lights, Start/Stop Push Button, HOA 3 Position Selector Switch, Voltmeter, Wired in General Purpose NEMA Enclosure. Set includes 2 pcs. Float Switch.
3. Involves supply and installation of 6"Ø x 6.20mm thick and 8"Ø x 8.20mm thick HDPE Pipes and Fittings as per plan/shop drawing for Sewage/Drainage/Wastewater System.
4. Involves supply and installation of four (4) pcs. Mechanical Float Valve, Four (4) pcs. Check Valve, Four (4) pcs. Gate Valve/Drain Pipe as per plan.
5. Fabrication and Installation of New Sump Pit Cover (4mm thick galvanized checkered plate with frame as per approved shop drawing).

C. Wastewater Treatment Facilities

1. Involves the supply of labor, parts, tools and complete support system with foundation for the installation of One (1) Set of Modular Wastewater Treatment Plant Package with Septic Tank, Fifty (50) Cubic Meter per day treating capacity with features of not emitting foul odor and no residual waste/sludge in the system to include all the required component parts & accessories, as per manufacturer shop drawing and general notes.
2. Test run of pumping system to include testing, balancing and commissioning of all equipment. Discharge/Effluent which shall meet the Department of Environment of Natural Resources (DENR) RA 9275 Philippine Clean Water Act requirements.
3. Conduct in-house orientation/familiarization to the personnel of the GSD-PAS, NAPOLCOM Central Office and NAPOLCOM NCR Office on the operation and maintenance of the Wastewater Treatment Plant, upon completion of testing and commissioning of the entire plant project.

D. Electrical Works

The Contractor shall provide and install lighting fixtures as per plan/approved construction drawings.

E. Painting Works

It involves painting of wall including all exposed finish surface, interior and exterior, and floor around the sump pit. All surface preparation and application of materials as specified shall strictly follow the Manufacturer's Specifications and Recommendations.

F. Material Approval, Shop Drawing, Substitution and Acceptance of Work

1. All plans, materials and equipment furnished by the Contractor shall be subject to review, inspection and approval by NAPOLCOM Representative.

2. The Contractor shall submit complete material (actual sample for approval) and/or information in a formal shop drawing submittal/brochure of all equipments prior to installation. All inspections, certificates, records, and data for installed equipment shall be submitted upon completion of the entire work after testing and commissioning.
3. Any substitution in the material and equipment shall be submitted in writing. All works being undertaken will be regularly inspected by NAPOLCOM Representative to evaluate the workmanship of the completed and installed items.
4. If found unsatisfactory the Contractor shall remove and/or rectify the defective work without additional cost.

G. Submission of As Built Plan

1. The Contractor shall prepare as-built drawings for delivery to the end-user/NAPOLCOM .
2. The as-built drawings (hard copy and e-files/AutoCadd) shall contain all information reflecting the constructed condition of the facility as recorded on the construction drawing including equipment and/or fixtures installed by the Contractor.
3. Submit five (5) composite bound sets of size 20" x 30" drawings and two (2) sets of A3 size drawings, including shop drawings as a record of "as-built" conditions, signed and sealed by Professional Mechanical, Electrical and Sanitary Engineer with PTR Number. In addition, one set of As-Built documents shall be submitted to NAPOLCOM Management in reproducible form and electronic file (AutoCADD 2015 format) in USB portable device, to facilitate printing of future copies. The drawings shall be supplemented with descriptive specification as appropriate to clearly record the exact form and content of work completed as described in this specification and on the drawings.

H. Post Installation Service Warranty

1. The Contractor shall resolve within eight (8) working hours from the time the problem/system trouble and/or any malfunction that was reported by the Building Maintenance. Resolution shall refer to a condition wherein the reported problem is resolved by the Contractor to the satisfaction of the NAPOLCOM.

2. The Contractor within the warranty period shall replace the defective component parts/accessories of the same brand, features, quality and functionalities within the allowable resolution time at no additional cost to the NAPOLCOM. Mandatory replacement of defective parts, if beyond repair, with brand new parts shall be within three (3) working days.
3. The Contractor within warranty period shall make the available on-call Engineers/Service Technician to provide technical support services, to render eight (8) hours a day and seven (7) days a week including holidays.
4. Within the warranty period from the date of acceptance/upon issuance of Certificate of Completion (CoC), a regular and systematic examination once a month or more as necessary in accordance with the system requirements and/or by pertinent regulations. Required reports will be submitted to NAPOLCOM after each regular services.

I. General Notes

1. The scope of work shall not in any way limit the true intent of the plans and specification. It shall be the responsibility of the Bidder/Contractor to incorporate in his bid proposal any work or materials and other incidental he deems necessary to satisfy the intent and complete the same to the best engineering Standard and Practices. All materials to be used in this project shall be of the best quality and conforming to Philippine Product Standard (PS).
2. The works to be executed and the materials and equipment to be supplied shall include all necessary provision for a complete and satisfactory working and or functional installation. Minor items that are necessary in normally accepted trade practice with installations of this type, though not specifically mentioned, shall be included.
3. It is assumed that the Bidder/Contractor shall have full knowledge of the work and the site condition, shall have reviewed the plans, specification and the bid documents, thus, warrants the availability of work, materials, tools and equipment upon submission of his bid proposal.
4. As part of the bid proposal, Bidder/Contractor shall submit the operational expenses/all maintenance cost of the Wastewater Treatment Plant Package for Five (5) years e.g. electrical consumption per year, replacement of parts, chemicals to be added, hauling of waste and etc.

VI. DELIVERABLES

The deliverables shall be signed and sealed by the Engineer/Safety Officer and by the Contractor, as follows:

1. The Contractor shall submit complete documents with the corresponding hard copy and soft copies of the as-built plans and material specifications relative to the project.
2. Safety Measures/Construction Methodology-3 sets
3. Bill of Quantities, Work Plans and Construction Schedule – 3 sets
4. Technical Support during Construction Phase
 - 4.1 Monthly and Weekly Progress Reports – 3 sets
 - 4.2 Response to Request for Action (RFA) and Request for Information (RFI) as needed.
5. Bonds and Insurances.
6. The Contractor, upon completion of the project, shall submit all other pertinent documents e.g. Effluent Test Reports (by DENR Accredited Third Party Testing Laboratory), Manuals, Equipment Test Reports, MSDS, Data Sheets, Brochures Guarantees, Warranties and Other Certificates.

The contract documentation shall be governed by RA No. 9184 (Government Procurement Reforms Act) and its Revised Implementing Rules and Regulations and Provisions in the Bid Documents.

VII. WORK PROGRAM

It is anticipated that the herein project for the Sanitary Pipe/Sump Pit Drainage Rehabilitation and Installation of Septic Tank/Wastewater Treatment Plant Package at the Basement of the NAPOLCOM NCR Office Building located at 371 Sen. Gil J. Puyat Makati City will be completed within a period of one hundred twenty (120) calendar days.

VIII. WARRANTIES OF THE CONTRACTOR

1. The Contractor warrants that it shall conform strictly to the terms and conditions of this Terms of Reference (TOR).
2. The Contractor warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the NAPOLCOM. It shall employ well-behaved and honest employees with IDs displayed conspicuously while working within the

compound. It shall not employ NAPOLCOM employees to work in any category whatsoever.

3. The Contractor shall comply with the laws governing employees' compensation, Phil-Health, Social Security and/or labor standards and other laws, rules and regulations applicable to its personnel employed by the Contractor on account of contracted services. The Contractor shall pay its personnel not below the minimum wage and other benefits mandated by law.
4. The Contractor, in the performance of its services, shall secure, maintain at its own expense all registration, licenses, permits and/or test as required by national or local laws and shall comply with the rules, regulations and directives of Regulatory Authorities and Commissions. The Contractor undertakes to pay all fees or charges payable to any instrumentality of government or to any other duly constituted authority relating to the construction project.
5. The Contractor's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices.
6. The Contractor shall coordinate with the GSD-PAS authorized representative in the performance of their jobs.
7. The Contractor shall be liable for any loss, damage, or injury as may be incurred due directly through the fault or negligence of its personnel and/or sub-contractor. It shall assume responsibility thereof and the NAPOLCOM shall be specifically released from any responsibility arising therefrom.
8. The Contractor shall not assign, transfer, pledge any part or interest of the project; however, sub-contracting may be allowed provided that the main Contractor shall be responsible for the full compliance of all applicable provisions of this TOR.

IX. SERVICE LEVEL AGREEMENT

The NAPOLCOM and the Contractor shall maintain a Service Level Agreement (SLA), with provisions for liquidated damages for their non-compliance.

Once the cumulative amount of liquidated damages reaches ten (10%) percent of the amount of the contract, the End-User/NAPOLCOM may rescind or terminate the contract without prejudice to other courses of action and remedies available under circumstances per Rule XXII Section 86 of the 2016 RIRR of RA 9184.

COMPONENTS	SERVICE LEVEL AGREEMENT	LIQUIDATED DAMAGES
a. Work Plan	Submission and approval of the detailed work plan for the entire project including the approved design layout plan and detailed engineering shop drawing by the End-User within twenty (21) calendar days from receipt of the Notice to Proceed	One tenth of one percent (1/10 of 1%) of the contract price of the unperformed portion for every day of delay.
b. Construction and Turn-over of the project	Completion of the project including punch-list (with 95% accomplishments) and turn-over activities within one hundred twenty (120) calendar days from the start of construction.	One tenth percent (1/10 of 1%) of the contract price of the unperformed portion for every day of delay.
c. Progress Report	<p>Weekly and Monthly submission of Progress Reports every 1st Monday of the month to OVCEO through PAS.</p> <p>The Progress Billing shall be based on the approved Detailed Work Plan, S-Curve and Cash Flow Schedule and other documents for review and approval of NAPOLCOM.</p> <p>Payments are subject to retention of ten percent (10%) as per RA 9184 and VAT. The redemption of retention shall be received after the issuance of Final Inspection and Acceptance Certificate.</p>	

d. Final Completion and Acceptance	The Certificate of Final Inspection and Acceptance shall be issued only upon submission of the Official Documents as stated in this TOR (Certified True Copy, signed and sealed by the Contractor's Mechanical, Electrical and Sanitary Engineers) within seven (7) working days after the completion of the one (1) year retention/warranty or defects liability period.	
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X. TERMS OF PAYMENT

- A. The Contractor, upon issuance of Notice to Proceed, subsequently upon approval of their written request may be provided an advance payment as mobilization of the project in an amount equivalent to fifteen percent (15%) by phase (progress billing), of the total contract price, less VAT and applicable withholding taxes.
- B. The Contractor shall collect payment on progress billings based on the percentage of monthly work accomplishment together with the submission of all required documents subject for review and evaluation by the NAPOLCOM within a reasonable time. Moreover, the payment shall be subjected to the required Expanded Withholding Tax (EWT) or Withholding Value Added Tax (VAT) of twelve percent (12%) and a ten percent (10%) retention fund.
- C. The retention fund shall be released only upon issuance of Certificate of Final Acceptance issued by NAPOLCOM and submission of required Post Construction documents by the Contractor.
- D. In case the Contractor incurred liquidated damages, it shall be deducted from the ten percent (10%) retention fund. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract the Procuring Entity may rescind or terminate the contract.

XI. PRE-TERMINATION OF CONTRACT

- A. The contract for the Sanitary Pipe/Sump Pit Drainage Rehabilitation and Installation of Septic Tank/Wastewater Treatment Plant Package at the Basement of the NAPOLCOM NCR Office Building may be pre-terminated

by the NAPOLCOM upon notice of any violation of the terms of the contract. In case of pre-termination, the Contractor shall be informed by NAPOLCOM at least thirty (30) calendar days prior to such termination.

- B. In case of pre-termination, the Contractor shall be liable to an additional liquidated damages equivalent to five percent (5%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM), and forfeiture of the Performance Bond.
- C. The NAPOLCOM shall have the right to blacklist the Contractor in case of pre-termination.

Section VII. Drawings

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

Section VIII. Bill of Quantities

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

