



SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of INFRASTRUCTURE PROJECTS

**CONSTRUCTION OF SEWAGE
TREATMENT PLANT FOR MAIN
BUILDING
(DESIGN AND BUILD)**

ITB-SSS-Civil-2023-011

**Government of the Republic of the Philippines
SEPTEMBER 2023**

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TWG Chairperson

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms.....	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information	12
3. Bidding Requirements.....	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5. Eligible Bidders.....	12
6. Origin of Associated Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	14
9. Clarification and Amendment of Bidding Documents.....	14
10. Documents Comprising the Bid: Eligibility and Technical Components	14
11. Documents Comprising the Bid: Financial Component	14
12. Alternative Bids	15
13. Bid Prices	15
14. Bid and Payment Currencies	15
15. Bid Security.....	15
16. Sealing and Marking of Bids.....	15
17. Deadline for Submission of Bids	16
18. Opening and Preliminary Examination of Bids	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post Qualification.....	16
21. Signing of the Contract	16
Section III. Bid Data Sheet.....	17
Section IV. General Conditions of Contract	23
1. Scope of Contract.....	24
2. Sectional Completion of Works	24
3. Possession of Site	24
4. The Contractor's Obligations	24
5. Performance Security	24
6. Site Investigation Reports	25
7. Warranty.....	25
8. Liability of the Contractor.....	25
9. Termination for Other Causes	25
10. Dayworks	25
11. Program of Work.....	25

12. Instructions, Inspections and Audits26

13. Advance Payment.....26

14. Progress Payments26

15. Operating and Maintenance Manuals.....26

Section V. Special Conditions of Contract..... 27

Section VI. Specifications 35

Section VII. Drawings..... 56

Section VIII. Bill of Quantities 57

Section IX. Checklist of Technical and Financial Documents..... 68



Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

SSS – Social Security System.

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



REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632)8709-7198*(632)8920-6446
E-mail: member_relations@sss.gov.ph*Website <http://www.sss.gov.ph>

Invitation to Bid
ITB-SSS-Civil-2023-011

**CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN BUILDING
(DESIGN AND BUILD)**

Approved Budget for the Contract (ABC) & Source of Fund	Delivery/ Completion Period	Price of Bid Documents (non-refundable)	Schedule of Activities Date/Time	
			Pre-bid Conference	Deadline of submission and receipt of bids
₱38,367,000.00 Approved 2023 Corporate Operating Budget – Capital Outlay with Code PAP 2023-0194 of the Annual Procurement Plan	Design, Construction, and Testing and Commissioning - Ten (10) months from receipt of Notice to Proceed and Signed Contract Operation and Maintenance - one (1) year for the defects liability period and one (1) year after the defects liability period commencing after the Testing and Commissioning	₱20,000.00	September 14, 2023 (Thursday) 3:30 p.m.	September 28, 2023 (Thursday) 2:00 p.m.

1. The ***SOCIAL SECURITY SYSTEM*** now invites bids for the above item. **Completion of the Works for the Design, Construction, and Testing and Commissioning Stages is required ten (10) months from receipt of Notice to Proceed and signed contract with Operation and Maintenance for a period of one (1) year for the defects liability period and one (1) year after the defects liability period commencing after the Testing and Commissioning Stage. Bidders should have completed a contract similar to the Project in the last five (5) years prior to the submission and receipt of bids.** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
2. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
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 SSS and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders **starting 05 September 2023 up to the scheduled submission & opening of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents, in the amount specified above.

The mode of payment will be on a cash basis payable at the SSS Cash Department, SSS Main Bldg., Ground floor, upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids .

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 13 September 2023, through e-mail address bac@sss.gov.ph, the following:

- a. Name of the representative and e-mail address; and**
- b. Technical and administrative queries.**

7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB** Clause 14.

Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time on the immediately succeeding business day in Quezon City.
9. The SSS 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. The SSS assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS BAC guarantees that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.
11. For further information, please refer to:

Bids & Awards Committee

The Secretariat

2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.

Tel # (632) 8922-1070; 8709-7198 local 5492 & 6382

Email – bac@sss.gov.ph



12. Bidding documents may be downloaded from the PROCUREMENT tab at www.sss.gov.ph starting **05 September 2023**.



ref.: itb-sss-civil-2023-011-Construction of Sewage Treatment Plant for Main Building

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the Construction of Sewage Treatment Plant for Main Building (Design and Build) with identification number *ITB-SSS-Civil-2023-011*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY2023* in the amount of Thirty-Eight Million Three Hundred Sixty-Seven Thousand Pesos (₱38,367,000.00)

2.2. The source of funding is: Approved 2023 Corporate Operating Budget – Capital Outlay with Code PAP 2023-0194 of the APP.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
- 7.2. 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. 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 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 **Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City** and/or through online conference using **Microsoft Teams** 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 Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days from the Date of the Bid Opening**. 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 consists mainly of design and/or construction of sewage and wastewater treatment plant , as detailed in the Terms of Reference and Technical Specifications.						
7.1	<p>Sub-contracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted shall not exceed fifty percent (50%) of the project.</p> <p>If the bidder has no experience in design and build projects on its own, it may subcontract the design portion of the contract with design or engineering firms or the civil works, electrical and instrumentation works, or mechanical works of the contract to general contractors in accordance with 9.2 ii. b) of Annex “G” of the 2016 Revised IRR of RA 9184.</p>						
7.2	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	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.						
10.1	<p>The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents and shall include the following additional documents <i>pursuant to Annex “G”, Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects</i>:</p> <ul style="list-style-type: none">i. Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity (<i>Please refer to Annex B</i>);ii. Design and construction methods;iii. List of design and construction personnel, to be assigned to the contract to be bid, with their complete qualification and experience data; andiv. Value engineering analysis of design and construction method.						
10.3	<p>PCAB License and Registration</p> <p>Category: B Size and Range: Medium A Classification: General building</p>						
10.4	<p>The key personnel must meet the required minimum years of experience set below: Detailed Engineering Design Stage</p> <table><tr><th colspan="2">Key Personnel</th><th>Qualifications and Experience Required</th></tr><tr><td>1</td><td>Project Manager/ Design Architect/Engineer</td><td><ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and design</td></tr></table>	Key Personnel		Qualifications and Experience Required	1	Project Manager/ Design Architect/Engineer	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and design
Key Personnel		Qualifications and Experience Required					
1	Project Manager/ Design Architect/Engineer	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and design					

	2	Structural Engineer	<ul style="list-style-type: none">• With Civil Engineer license• With at least five (5) years of experience in structural design with similar and comparable projects																		
	3	Sanitary Engineer/Waste Water Specialist	<ul style="list-style-type: none">• with Sanitary Engineer license• With at least five (5) years of experience in the design of building water supply and distribution, plumbing, and waste water treatment & management• Preferably knowledgeable in waste water management/treatment and emergent, alternative effluent collection and treatment systems																		
	4	Electrical Engineer	<ul style="list-style-type: none">• with Professional Electrical Engineer license• With at least three (3) years of experience in the design of lighting, and power distribution• Preferably knowledgeable in emergent efficient lighting technologies and energy management																		
	5	Mechanical Engineer	<ul style="list-style-type: none">• with Professional Mechanical Engineer license• With at least three (3) years of experience in mechanical systems, HVAC and fire protection systems																		
	Construction Stage <table><tr><th colspan="2">Key Personnel</th><th>Qualifications and Experience Required</th></tr><tr><td>1</td><td>Project Manager</td><td><ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and similar comparable projects</td></tr><tr><td>2</td><td>Project Architect/Engineer</td><td><ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least five (5) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies</td></tr><tr><td>3</td><td>Materials Engineer</td><td><ul style="list-style-type: none">• Must be duly accredited Materials Engineer• With at least three (3) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies</td></tr><tr><td>4</td><td>Electrical Engineer</td><td><ul style="list-style-type: none">• with Professional Electrical Engineer license• With at least three (3) years of experience in the design of lighting, and power distribution• Preferably knowledgeable in emergent efficient lighting technologies and energy management</td></tr><tr><td>5</td><td>Mechanical Engineer</td><td><ul style="list-style-type: none">• with Professional Mechanical Engineer license• With at least three (3) years of experience in similar and comparable projects in the installation of mechanical, HVAC and fire protection systems</td></tr></table>			Key Personnel		Qualifications and Experience Required	1	Project Manager	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and similar comparable projects	2	Project Architect/Engineer	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least five (5) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies	3	Materials Engineer	<ul style="list-style-type: none">• Must be duly accredited Materials Engineer• With at least three (3) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies	4	Electrical Engineer	<ul style="list-style-type: none">• with Professional Electrical Engineer license• With at least three (3) years of experience in the design of lighting, and power distribution• Preferably knowledgeable in emergent efficient lighting technologies and energy management	5	Mechanical Engineer	<ul style="list-style-type: none">• with Professional Mechanical Engineer license• With at least three (3) years of experience in similar and comparable projects in the installation of mechanical, HVAC and fire protection systems
Key Personnel		Qualifications and Experience Required																			
1	Project Manager	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least ten (10) years of experience in project management and similar comparable projects																			
2	Project Architect/Engineer	<ul style="list-style-type: none">• with professional license (Architect/Engineer)• With at least five (5) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies																			
3	Materials Engineer	<ul style="list-style-type: none">• Must be duly accredited Materials Engineer• With at least three (3) years of experience in similar and comparable projects• Preferably knowledgeable in the application of rapid construction technologies																			
4	Electrical Engineer	<ul style="list-style-type: none">• with Professional Electrical Engineer license• With at least three (3) years of experience in the design of lighting, and power distribution• Preferably knowledgeable in emergent efficient lighting technologies and energy management																			
5	Mechanical Engineer	<ul style="list-style-type: none">• with Professional Mechanical Engineer license• With at least three (3) years of experience in similar and comparable projects in the installation of mechanical, HVAC and fire protection systems																			



	6	Sanitary Engineer	<ul style="list-style-type: none">• with Sanitary Engineer license• With at least three (3) years of experience in similar and comparable projects in installation of building water supply and distribution, plumbing, and waste water treatment & management									
	7	Foreman	<ul style="list-style-type: none">• With at least three (3) years of experience in similar and comparable projects									
	8	Safety Officer	<ul style="list-style-type: none">• Must be an accredited safety practitioner by the Department of Labor and Employment (DOLE)• With at least one (1) year of experience as Safety Officer• Must have undergone the prescribed 40-hour Construction Safety and Health (COSH) Training									
Testing and Commissioning Stage												
<table><tr><th colspan="2">Key Staff/Personnel</th><th>Qualifications and Experience required</th></tr><tr><td>1.</td><td>Supervisor/Pollution Control Officer</td><td><ul style="list-style-type: none">• Accredited PCO with ID provided by LLDA• With at least three (3) years of experience in operation, maintenance and repair of equipment in similar comparable projects• knowledgeable in waste water management/ treatment, environmental management and emergent, alternative effluent collection and treatment systems</td></tr><tr><td>2.</td><td>Technicians / STP Operators (3)</td><td><ul style="list-style-type: none">• With at least one (1) year experience operation, maintenance and repair of equipment in similar comparable projects (e.g. building water supply and distribution, plumbing, and waste water treatment & management)</td></tr></table>				Key Staff/Personnel		Qualifications and Experience required	1.	Supervisor/Pollution Control Officer	<ul style="list-style-type: none">• Accredited PCO with ID provided by LLDA• With at least three (3) years of experience in operation, maintenance and repair of equipment in similar comparable projects• knowledgeable in waste water management/ treatment, environmental management and emergent, alternative effluent collection and treatment systems	2.	Technicians / STP Operators (3)	<ul style="list-style-type: none">• With at least one (1) year experience operation, maintenance and repair of equipment in similar comparable projects (e.g. building water supply and distribution, plumbing, and waste water treatment & management)
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11.1	<p>The second envelope shall contain the financial documents for the Bid as specified in Section IX. Checklist of Technical and Financial Documents and shall include the following additional documents <i>pursuant to Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects</i>:</p> <ul style="list-style-type: none"> i. Lump sum bid prices, which shall include the detailed engineering cost, in the prescribed Bid Form; ii. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid; and iii. Cash flow and payments schedule.
12	As provided for in the Performance Specifications and Terms of Reference and Technical Specifications which are integral parts of the bidding documents.
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>PhP 767,340.00</u>, 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 <u>PhP1,918,350.00</u>, if bid security is in Surety Bond.
18.2	<p>(Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects)</p> <p>11. BID EVALUATION</p> <p>For the detailed evaluation of the design and build proposals a two-step procedure shall be adopted by the BAC, which may be undertaken with the assistance of the DBC.</p> <p>11.1. First-Step Procedure:</p> <ul style="list-style-type: none"> i. The first step of the evaluation shall involve the review of the preliminary conceptual designs and track record submitted by the contractor as indicated in the Bidding Documents using a nondiscretionary “pass/fail” criteria that involve compliance with the following requirements: <ul style="list-style-type: none"> a. Adherence of preliminary design plans to the required performance specifications and parameters and degree of details; b. Concept of approach and methodology for detailed engineering, design and construction with emphasis on the clarity, feasibility, innovativeness and comprehensiveness of the plan approach, and the quality of interpretation of project problems, risks, and suggested solutions; c. Quality of personnel to be assigned to the project which covers suitability of key staff to perform the duties of the particular assignments and general qualifications and competence including education and training of the key staff; ii. For complex or unique undertakings, such as those involving highly specialized or advanced engineering technology, eligible bidders may be required, at the option of the agency concerned, to make an oral presentation within fifteen (15) calendar days after the deadline for submission of technical proposals.



	<p>11.2. Second-Step Procedure:</p> <p>Only those bids that passed the above criteria shall be subjected to the second step of evaluation.</p> <p>The BAC shall open the financial proposal of each “passed” bidder and shall evaluate it using non-discretionary criteria - including arithmetical corrections for computational errors - as stated in the Bidding Documents, and thus determine the correct total calculated bid prices. The BAC shall automatically disqualify any total calculated bid price which exceeds the ABC. The total calculated bid prices (not exceeding the ABC) shall be ranked, in ascending order, from lowest to highest. The bid with the lowest total calculated bid price shall be identified as the Lowest Calculated Bid (LCB).</p>
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.2	<p>The Lowest Calculated Bidder shall submit the following:</p> <ol style="list-style-type: none"> 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document 2. 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; 3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) 4. Latest Audited Financial Statements 5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months prior to the submission & opening of bids filed electronically (EFPS);
21	<p>Additional contract documents relevant to the Project:</p> <ol style="list-style-type: none"> 1. STP Treatment and Process Flow Sheet 2. Final detailed architectural and engineering design approved by SSS 3. Technical Specifications and Cost Estimates/BOQ 4. Construction Schedule and S-Curve including PERT-CPM 5. Manpower Schedule 6. Construction Methodology 7. Equipment Utilization Schedule 8. Construction Safety and Health Program approved by DOLE 9. Affidavit of Compliance to Specifications of Finishes and Materials, and Scope of Works 10. Contractor’s All Risk Insurance



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	Refer to the Terms of Reference and Technical Specifications
3.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of Notice to Proceed and signed contract.
6	Not Applicable
7.2	Fifteen (15) years from date of issuance of Certificate Final Acceptance.
8	<p>Liability of the Contractor</p> <p>1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law.</p> <p>The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement.</p> <p>2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the CONTRACTOR with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement.</p> <p>3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that CONTRACTOR's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure.</p> <p>For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which CONTRACTOR could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by CONTRACTOR. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>If a force majeure situation arises, CONTRACTOR shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, CONTRACTOR shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.</p>



4. **NON-ASSIGNMENT.** CONTRACTOR shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. CONTRACTOR shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS.
5. **WAIVER.** Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.
6. **CUMULATIVE REMEDIES.** Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.
7. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** It is expressly and manifestly understood and agreed upon that the employees of CONTRACTOR assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and CONTRACTOR.

The Agreement does not create an employer-employee relationship between SSS and the CONTRACTOR including its personnel; that the services rendered by the personnel assigned by CONTRACTOR to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The CONTRACTOR hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to CONTRACTOR's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The CONTRACTOR shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. **PARTNERSHIP.** Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.
9. **COMPLIANCE WITH SS LAW.** CONTRACTOR shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should CONTRACTOR fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from CONTRACTOR's receivables under this Agreement.

	<p>Further, prescription does not run against SSS for its failure to demand SS contributions or payments from CONTRACTOR. Moreover, CONTRACTOR shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.</p> <p>10. COMPLIANCE WITH LABOR LAWS. CONTRACTOR, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.</p> <p>It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by CONTRACTOR and that he/she assumed full responsibility thereof.</p> <p>11. COMPLIANCE WITH TAX LAWS. CONTRACTOR shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by CONTRACTOR to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.</p> <p>As required under Executive Order (EO) 398, s. 2005, CONTRACTOR shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. CONTRACTOR, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.</p> <p>12. LIQUIDATED DAMAGES. If CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.</p> <p>13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, CONTRACTOR agrees to indemnify SSS for any damage as a result of said implementation.</p> <p>SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to CONTRACTOR's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which CONTRACTOR or any of its employees may sustain in the performance of CONTRACTOR's obligations under this Agreement.</p>
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	<p>14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and CONTRACTOR in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or CONTRACTOR may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the “Arbitration Law” and RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004,” in order to settle their disputes.</p> <p>No arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.</p> <p>15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.</p> <p>16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines.</p> <p>17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives.</p> <p>18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision.</p> <p>19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.</p>
10	Dayworks are applicable at the rate shown in the Contractor’s original Bid.
11.1	<p><i>The Contractor shall submit the Program of Work to the Engineering and Facilities Management Department (EFMD) within fourteen (14) calendar days after the issuance of the Notice to Proceed</i></p> <p>(Annex “G” Guidelines for the Procurement and Implementation of Contracts for Design and Build Infrastructure Projects)</p> <p>CONTRACT IMPLEMENTATION</p> <p>As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply with Annex “E” of this IRR. The following provisions shall supplement these procedures:</p> <p>11.1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.</p>

	<p>11.2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.</p> <p>11.3. The Contractor shall submit a detailed program of work within fourteen (14) calendar days after the issuance of the Notice to Proceed for approval by the procuring entity that shall include, among others:</p> <ul style="list-style-type: none">i. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;ii. Periods for review of specific outputs and any other submissions and approvals;iii. Sequence of timing for inspections and tests as specified in the contract documents;iv. General description of the design and construction methods to be adopted;v. Number and names of personnel to be assigned for each stage of the work;vi. List of equipment required on site for each major stage of the work; andvii. Description of the quality control system to be utilized for the project. <p>11.4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or document which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.</p> <p>13.5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:</p> <ul style="list-style-type: none">i. Change Orders resulting from design errors, omissions or nonconformance with the performance specifications and parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.ii. Provided that the contractor suffers delay and/or incurs costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:<ul style="list-style-type: none">a. an extension of time for any such delays under Section 10 of Annex "E"; orb. payment for such costs as specified in the contract documents, provided, that the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price. <p>13.6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and installments in which the contract price will be paid.</p> <p>13.7. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".</p>
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	<p>13.8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.</p> <p>13.9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.</p> <p>13.10. All design and build projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Article 1723 of the New Civil Code of the Philippines.</p> <p>13.11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR</p>															
11.2	<p>The Program of Work update must be submitted within seven (7) calendar days from notice of change in the general methods, arrangements, order, and timing for all the activities, if any.</p> <p>Ten percent (10%) of the progress billing will be withheld on top of applicable ten percent (10%) retention money for late submission of an updated Program of Work.</p>															
13	Advance payment is not allowed.															
14	<p>Mode of payment shall be as follows:</p> <p>A. Detailed Engineering Design Stage</p> <p>One-time payment equivalent to amount stated in the contract for the Detailed Engineering Design Stage upon 100% submission and approval of required deliverables under the Detailed Engineering Design Stage</p> <p>B. Construction Stage</p> <p>Progress payments for Construction Stage shall be made in four (4) billings according to actual work accomplishment/completion of the infrastructure project or a specific portion thereof and shall be made upon written request by the Contractor, using the following schedule:</p> <table><tr><th>Billing No.</th><th>Payment</th><th>Work Accomplishment</th></tr><tr><td>1st Billing</td><td>25 % of Cost for the Construction Stage</td><td>25% Completion of Construction Stage</td></tr><tr><td>2nd Billing</td><td>25 % of Cost for the Construction Stage</td><td>50% Completion of Construction Stage</td></tr><tr><td>3rd Billing</td><td>25 % of Cost for the Construction Stage</td><td>75% Completion of Construction Stage</td></tr><tr><td>4th Billing</td><td>25 % of Cost for the Construction Stage</td><td>100% Completion of Construction Stage</td></tr></table>	Billing No.	Payment	Work Accomplishment	1 st Billing	25 % of Cost for the Construction Stage	25% Completion of Construction Stage	2 nd Billing	25 % of Cost for the Construction Stage	50% Completion of Construction Stage	3 rd Billing	25 % of Cost for the Construction Stage	75% Completion of Construction Stage	4 th Billing	25 % of Cost for the Construction Stage	100% Completion of Construction Stage
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3 rd Billing	25 % of Cost for the Construction Stage	75% Completion of Construction Stage														
4 th Billing	25 % of Cost for the Construction Stage	100% Completion of Construction Stage														



	<p>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</p> <p>C. Testing and Commissioning Stage</p> <p>One-time payment equivalent to amount stated in the contract for the Testing and Commissioning Stage upon 100% submission of required deliverables under the Testing and Commissioning Stage</p> <p>D. Operation and Maintenance for a period of one (1) year for the defects liability (warranty) period shall be free of charge.</p> <p>E. Operation and Maintenance for a period of one (1) year after the One (1) Year Defects Liability (Warranty) Period shall be made monthly, payable upon submission of the monthly deliverables and the following complete billing documents, as applicable:</p> <ol style="list-style-type: none">1. Billing Request Letter2. Sales Invoice or Billing Statement3. Monthly accomplishment reports for the applicable quarter signed by the Pollution Control Officer (PCO)4. Quarterly Self-Monitoring Report signed by the PCO5. Positive result of the quarterly waste-water analysis/test from LLDA or DENR <p>The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.</p> <p>Payment using Letter of Credit is not allowed.</p> <p>As prescribed in Annex E of the Revised IRR of RA9184, a 10% Retention shall be deducted from the progress payments to cover uncorrected, discovered defects in the works and third party liabilities.</p> <p>The 10% Retention Money shall only be released upon completion of the One (1) year operation and maintenance after the one (1) year warranty period by the Contractor.</p>
15.1	<p>The date by which operating and maintenance manuals are required is before the commencement of the Commissioning Period.</p> <p>The date by which “as built” drawings are required is 15 calendar days after completion of Construction Stage. Should there be corrections in the “as built” plans, the contractor is given ten (10) calendar days to resubmit the corrected plans. Failure to resubmit within the deadline shall incur a ₱1,000.00 per day of delay.</p>
15.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is ₱1,000.00 per day of delay</p>



Section VI. Specifications

TERMS OF REFERENCE & TECHNICAL SPECIFICATIONS

1. BACKGROUND

A Sewage Treatment Plant (STP) is a facility in which a combination of various processes (e.g. physical, chemical and biological) are used to treat waste water and remove pollutants following prescribed standards before discharging into a city sewerage system or body of water to avoid pollution and contamination of water.

Currently, the existing septic tank of the SSS Main Building processes wastewater produced in the compound before discharging into Manila Water’s sewerage system and subsequently draining into water bodies (e.g. Laguna Lake). It was constructed in the 1960s and has undergone upgrading works in the 1990s. However, the effluent being discharged from this facility does not comply with the existing environmental standards prescribed by law.

With the passage of Republic Act No. 9275 (Philippine Clean Water Act) in 2004, parameters for Water Quality Guidelines and General Effluent Standards (GES) were implemented. In 2016, thru Department of Environment and Natural Resources (DENR) Administration Order (DAO) No. 2016-08, more stringent parameters regarding water quality and effluent standards were adopted. The Laguna Lake Development Authority (LLDA), which is the governing body with the power to control and abate pollution within the region, has adopted these standards for the issuance of necessary discharge permits and clearances, which the SSS is required to secure.

The DAO has a provision for a 5-year grace period to be able to fully comply with the GES. This will expire in 2021, after which fines and penalties will be applied to those found in violation or failed to comply with the said standards.

In line with this, the Social Security System (SSS) intends to engage an Waste Water Specialty Contractor which specializes in the design and construction of sewage, water, and waste water treatment plants, with at least five (5) years of experience in the field of sanitary and environmental engineering particularly the design of sewage treatment plants, rain water collection and recycling facility, including building water and sewerage systems, for the design of the STP of the SSS Building.

2. GENERAL INFORMATION OF THE SSS MAIN BUILDING

Name of Project :	Construction of Sewage Treatment Plant for Main Building (Design and Build)
Location :	SSS Main Office, East Avenue, Diliman, Quezon City Area: +/- 100 sq.m. (5.50m x 18.20m) <i>(Refer to Annex A – Site Development Plan)</i>

Buildings :	Name	Description	Total Floor Area (sq.m.)
	Main Building	12 storey with basement & roof deck	33,014.73
	Annex Building	2 storey	1,289.88
	Power House	1 storey	596.00
	Security Agency Office	1 storey	43.24
	Carpentry/Repair Shop	1 storey	144.83
Total Lot Area :	19,999.50 sq.m.		

3. PROJECT OBJECTIVES

The general objectives of the project are:

- 3.1 To obtain a detailed design and to construct an STP including all its appurtenant facilities considering all the requirements of SSS in terms of site investigation, data gathering, design and engineering, construction, testing and commissioning, project documentation, turnover, technical and operational support, and functional guarantee and warranty.
- 3.2 To be able to construct the most suitable and economical design of the STP appropriate to the area that will perform adequate treatment of wastewater that will pass all applicable environmental laws and standards.
- 3.3 To be able provide technical and operational support, and appropriate training of personnel to SSS.

4. PROCUREMENT OF SERVICES

The SSS will engage an **Waste Water Specialty Contractor which specializes in the design and construction of sewage, water, and wastewater treatment plants, with at least five (5) years of experience in the field of sanitary and environmental engineering particularly the design of sewage treatment plants, rainwater collection and recycling facility, including building water and sewerage systems and with at least three (3) completed successful installations of similar technology proposed.** The Waste Water Specialty Contractor will provide a core team of experienced and competent technical personnel. The firm shall be responsible in all its recommendations, designs, specifications, and other documents related to the scope of services of the project.

Hiring of the Waste Water Specialty Contractor shall be made through public bidding following the IRR of RA 9184.

5. GENERAL SCOPE OF SERVICES

The scope of works is the design and construction of the sewage treatment plant, as follows:

- 5.1 Preparation of detailed design of the sewage treatment plant (STP), which should meet all relevant Philippine Standards and international safety standards including but not limited to the Effluent Standards of DENR, Occupational Safety and Health Code, National Structural Code of the Philippines, Philippine Electrical Code,

National Plumbing Code, Construction Safety and Health Program (*Please refer to Annex C*), etc.

- 5.2 Secure necessary permits for the build, operation and maintenance of the STP.
- 5.3 Site preparation including the necessary flood protection works.
- 5.4 Construction of the STP and appurtenant facilities (e.g. pumping stations and sludge collector, etc.) to perform an adequate treatment of waste waters.
- 5.5 No less than eight months prior to the Contract Completion Date, the Contractor shall prepare and deliver to the SSS for its approval a training plan for the operation and maintenance.
- 5.6 Testing and commissioning of the STP and all its appurtenant facilities, including training and monitoring of the proposed plant's personnel, and acquisition of discharge permit.
- 5.7 Operation and maintenance of STP to include manpower, repair/replacement of equipment, testing and consumables needed for operation for the one (1) year defects liability (warranty) period.
- 5.8 Operation and maintenance of STP to include manpower, testing, and consumables needed for the operation for a period of one (1) year after the one (1) year defects liability period.

6. PROJECT SPECIFICATIONS

The STP system should provide/present technologies most appropriate for the local needs, institutional capacities, environment, sustainability, operation and maintenance capacities, and process technology which is designed to be a centralized STP capable to handle the wastewater generated in the SSS Main Office Building daily. The STP system considered for this project is the Moving Bed Biofilm Reactor (MBBR) System.

6.1 General Requirements:

- 6.1.1 The Waste Water Specialty Contractor shall be wholly responsible for all aspects of the design and construction of the STP including process, mechanical, electrical, control and automation, site development and civil works, architectural and building services.
- 6.1.2 The processes and installation design proposed and consequently constructed by the Waste Water Specialty Contractor shall be compatible and integrated with existing facilities, and with provision for an installation of a facility for water recycling and reuse to be combined with the system should the SSS decides to in the future.
- 6.1.3 The STP shall be:
 - a. designed and constructed to be economical to operate and maintain, and the layout shall facilitate safe and easy access for operation and maintenance purposes;
 - b. designed and constructed to mitigate problems with odor;
 - c. designed and constructed to be flexible that it can allow increased capacity of up to 40% load design or higher;
 - d. designed and constructed such that its footprint occupies the area provided but still can process more than 1000ppm influent BOD;

- e. designed and constructed such that in the event of failure, or an emergency, the STP will revert to standby units or fail into a safe status, as appropriate, to allow the STP to operate continuously;
- f. designed and constructed to provide effluent complying with DENR DAO2016-08 and the updated parameters of DAO 2021-19.

6.2 Quality

All facilities under this section shall be (1) of the design and manufacture that have been used in similar applications; and (2) demonstrated to the satisfaction of SSS that the quality is equal to or better than the equipment specified herein. The equipment is guaranteed against defects in workmanship, materials and operation for a period of not less than one (1) year.

6.3 Process Guarantee

The Contractor guarantees that the process and output pass and compliant with the Department of Environment and Natural Resources (DENR) DAO 2016-08 -Water Quality Guidelines (WGS) and General Effluent standards (GES), DENR DAO 2021-19 – Updated WGS and GES for Selected Parameters and any other existing environmental laws and regulations, for the plant’s lifetime.

The Contractor shall also comply with the DENR standards for energy efficiency, minimal sludge volume, minimal chemical usage, and the plant should be future proof.

6.4 Design Criteria

The following are the minimum criteria for the design of the STP:

6.4.1 Flow Rates

Item	Description	Unit	Value
FLOW RATES			
1	Average Design Flow Rate	cu.m./day	410
2	Peak Design Flow Rate	cu.m./day	615
3	Peak Factor Considered		1.5
4	Type of Waste Water		Domestic
5	Temperature	deg. C	28-32

6.4.2 Influent Wastewater Characteristics

The proposed STP shall be designed to handle wastewater having the following characteristics:

Item	Description	Unit	Value
INFLUENT WASTE WATER CHARACTERISTICS			
1	Biochemical Oxygen Demand, BOD	mg/L	350
2	Chemical Oxygen Demand, COD	mg/L	700
3	Total Suspended Solids (TSS)	mg/L	3150
4	Surfactants (MBAS)	mg/L	<50
5	Oil and Grease	mg/L	100-200
6	Total Coliform	MPN /100mL	10^7 to 10^10
7	pH (range)		6.5-8.5
8	Ammonia (as NH3-N)	mg/L	30
9	PO4-P concentration	mg/L	14

Aside from the characteristics listed above, the STP shall also be able to handle other parameters not listed above but considered intrinsic in domestic flow (e.g. acids, cleaning agents, solvents, etc.)

6.4.3 Project Targeted Effluent Characteristics

The quality of sewage to be treated in the central treatment plant, and where effluent is to be discharged to the nearby water body, shall have characteristics not to exceed the parameters specified below. Other parameters not listed below shall pass DENR Standards for Class “C” Inland Water as stipulated in DAO 2016-08 and DAO 2021-19.

Item	Description	Unit	Value
EFFLUENT WASTE WATER CHARACTERISTICS			
1	pH (range)		6.0-9.5
2	Color	PCU	<150
3	Biochemical Oxygen Demand, BOD	mg/L	<50
4	Chemical Oxygen Demand, COD	mg/L	<100
5	Total Suspended Solids	mg/L	<100
6	Surfactants (MBAS)	mg/L	<15
7	Settleable Solids (1 hour)	mg/L	<0.5
8	Oil and Grease	mg/L	<5.0
9	Ammonia as NH ₃ -N	mg/L	<0.5
10	Nitrate	mg/L	<14
11	Phosphate	mg/L	<1
12	Total Coliform	MPN /100mL	<10,000
13	Fecal Coliform	MPN /100mL	<400

6.5 Sewage Treatment Plant (STP) Unit Process Description

The succeeding discussion shall be the **minimum plant requirement** which shall be the basis for evaluation and acceptance of work and supply of materials and equipment. The construction of STP shall comply with the requirements of the DENR, Laguna Lake Development Authority (LLDA), and other concerned agencies.

The design should also consider the elevation and sewer line of the existing buildings with the SSS Main Building compound.

The proposed treatment system shall be designed and constructed to comply with Class C Waters of DENR DAO2016-08 (Water Quality Guidelines) and General Effluent Standards (GES) and DAO 2021-19 (Updated WGS and GES for Selected Parameters).

The scope of the STP shall start with the incoming raw sewage which shall pass through a fine screen before proceeding with the treatment system. The biological treatment process includes a mechanically mixed anoxic reactor, followed by two aerobic reactors with diffusers. All of the reactors are loaded with free-flowing bio-carriers and are contained using effluent screens.

The anoxic reactor is where the biological nitrogen removal occurs in a dissolved oxygen poor condition. The anoxic tank also combines the effluent stream with the recycled stream from the nitrification reactor. The next treatment is intended for reducing the BOD and COD levels by subjecting the water to a 4 hour approximate HRT. The high level of carbon food source in the effluent stream

maintains the rich concentration of heterotrophic bacteria in the biofilm with high level of carbon required for BOD reduction. In the third reactor the effluent has low level of BOD limiting the growth of heterotrophic bacteria and contains high level of ammonia supporting the growth of autotrophic bacteria in the biofilm required for nitrification.

The nitrification process oxidizes ammonia to nitrates and nitrites in order to meet the required discharge levels. After biological treatment, clarification removes suspended solids from the treated wastewater which settle to the bottom of the clarifier. At this point, the effluent is ready for any tertiary treatment. A multimedia filter and activated carbon filter are installed followed by disinfection through chlorination to ensure complete effluent treatment for reuse such as flushing, washing, irrigation and other non-potable use.

The aeration and mixing process is produced by a continuous sloughing rate which maintains the more active biofilm treatment capacity. It can easily be expanded by increasing the fill fraction of the bio-carriers within the reactor as much as 70% by volume. An equal level of BOD removal provides up to 5 times the biofilm surface area of a trickling filters using less than a quarter of the reactor volume when compared to an activated sludge extended air process, MBBR saves time as well as tank space. Whereas activated sludge is design for 12 to 24 hours hydraulic retention time (HRT), MBBR needs only 2 to 3 hours to achieve the same level of nitrification using a quarter or less of the tank volume.

7. SCOPE OF WORKS AND SERVICES

7.1 Detailed Engineering Design Stage

7.1.1 Pre-Design and Coordination

- a. Attend pre-design meetings, discussions, planning and scheduling necessary to ascertain requirements for the development of the design and the proper implementation of the contract.

7.1.2 Detailed Engineering Design

- a. Conduct of pertinent site surveys and investigation at the STP location, including geotechnical study of the site for the structural design of the facility.
- b. Preparation of complete and detailed architectural and engineering design for the construction of the STP including its appurtenant facilities (e.g. control building).
- c. Preparation of detailed design for all plumbing, mechanical, hydraulic, electrical and instrumentation equipment and accessories for the STP system.
- d. Preparation of detailed design for the architectural, civil, electrical, fire protection, and all other engineering works, including site development, site utilities (e.g. water supply, sewerage and drainage systems), connection to public utilities, and all other design works necessary to construct an STP facility.
- e. Preparation of design capable of reducing Biochemical Oxygen Demand (BOD₅), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), FOG to meet the DENR prescribed effluent standards.

- f. Preparation of technical specifications, detailed cost estimates and quantity take off, design computations, and work schedule.
- g. Preparation of all other design works and services necessary to obtain a complete and efficiently functioning STP.
- h. Presentation of the proposed design of the STP to the SSS management for approval.
- i. Secure necessary permits for the construction of the STP.

7.2 Construction Stage

- 7.2.1 Construction of all civil and architectural works which include intake structure, site layout, earthworks, flood protection works, concreting works and interface works with incoming site utilities, and structural components of the STP and its appurtenant facilities.
- 7.2.2 Construction, supply, delivery and installation of all plumbing, mechanical, electrical and instrumentation components, including lighting and equipment control system that may be required for the full operation of the STP and its appurtenant facilities.
- 7.2.3 Provide for the construction, delivery, installation and commissioning of the STP facilities including required accessories, and appurtenant structures based on the given design criteria.
- 7.2.4 Provide for the site preparation works, plant excavation and backfill, ground improvement, concrete structure, equipment, machinery piping, valving, ventilation system, instrumentation, power supply, hook up, space for simple laboratory testing, comfort room with shower, wash basin, etc.
- 7.2.5 Fabrication, assembly and start-up of the equipment, machinery, piping, valving, instrumentation, etc.
- 7.2.6 Provide isolation valves at the inlet and exit channels of all tanks that may be suitable for the water treatment plant.
- 7.2.7 Provide suitable finishing for plant's blower/office/laboratory room, including doors, windows, lighting, ventilation, air conditioning, louvers, sinks, painting, etc.
- 7.2.8 Restoration of all affected areas during construction.
- 7.2.9 Construction of enclosure/fence for the STP.
- 7.2.10 Preparation and submission of arrangement drawings showing all plant and equipment, foundations, support and location of all fixations and anchoring devices.
- 7.2.11 Provision of a complete schedule listing of all tests, test procedures and timing of tests.
- 7.2.12 Construction of service entrance facilities and application for service connection

7.3 Testing & Commissioning Stage

7.3.1 The Waste Water Specialty Contractor shall develop and submit to SSS the commissioning procedures necessary for the interfacing, testing and handing over of the STP prior to commissioning activities.

7.3.2 The Waste Water Specialty Contractor shall conduct the following tests that are required to demonstrate that the STP and equipment are reliable in their operation and that their output meet the stipulated criteria and performance standards:

- a. Functional Tests – to ensure installed equipment (such as pumps, valves, MCC, electrical, instrumentation, pipes, etc.) complies with specifications
- b. Take Over Test (including water quality tests, reliability tests, chemical/ power/ noise assessments) – this shall be carried out to demonstrate satisfactory operation of the STP under manual and automatic control after successful Functional Tests
- c. Performance Tests – shall be carried out on the effluent quality to verify the STP's compliance with the requirements of DENR DAO 2016-08 and DAO 2021-19.
- d. Other tests as may be required

Samples for the above-mentioned tests shall be submitted to the LLDA or DENR for testing and certification that the STP meets the stipulated criteria and performance standards. Reports/results of these tests shall be submitted to SSS.

7.3.3 Preparation and submission of two (2) sets signed and sealed as-built plans.

7.3.4 Development and submission of two (2) sets of necessary manuals for the efficient use, operations and maintenance of the STP which includes but is not limited to the following:

- a. Operation and Maintenance Manual
- b. Emergency Response Plan
- c. Water Quality Testing Plan
- d. Health and Safety Manual
- e. Quality Assurance Manual
- f. Other plans/manuals as may be required

7.3.5 Training of SSS personnel for the proper and efficient operation and maintenance of the STP.

7.3.6 Acquisition of the Discharge Permit.

7.3.7 Acquisition of Permit to Operate

7.4 Operation and Maintenance of the STP for a period of one (1) year for the defects liability (warranty) period

The scope of services under this Contract shall be rendered for a period of one (1) year for the defects liability (warranty) period

- 7.4.1 The Contractor shall provide all necessary personnel for the 24/7 operation and maintenance of the STP.
- 7.4.2 The Contractor shall supply supervision and expertise, labor, equipment, tools and parts for the operation and maintenance of the STP.
- 7.4.3 The operation and maintenance of the STP shall include but not limited to the following activities:
 - a. Operational checking of equipment
 - b. Inspection, cleaning and re-greasing of parts
 - c. Cleaning and/or replacement of filters
 - d. Oil change of equipment
 - e. Minor repair such as but not limited to adjustment for clearance, tightness, etc.
 - f. Repair/replacement of equipment and spare parts
- 7.4.4 The Contractor shall be responsible with:
 - a. The upkeep of the STP and its immediate surrounding seven (7) days a week
 - b. Regular check-up on the operation of the STP, equipment and appurtenances.
 - c. Preparation of the chemical needed for treatment if any.
 - d. Operation-tending of sludge de-watering facility and coordination with SSS representative and/or the designated PCO for the hauling of sludge cake, if necessary.
 - e. Technical recording of the operation for the STP
- 7.4.5 The contractor shall undertake all monitoring, sampling, and testing in accordance with:
 - a. The minimum frequencies and sampling methods
 - b. The approved Water Quality Testing Plan
 - c. The environmental management plan
 - d. Any additional requirements specified by the applicable regulatory authorities.
- 7.4.6 The contractor shall regularly collect wastewater samples for effluent testing by LLDA or DENR. They shall, likewise, perform routine on-site tests to monitor the proper operation of the STP.
 - a. Measurement of noise
The contractor shall ensure that the air blower shall be located in an enclosed facility with zero noise
- 7.4.7 The Contractor shall supply , deliver and install all the consumable items necessary for the operation and maintenance of the STP such as, but not limited to, labor, equipment, chemicals, materials, testing kits and spare parts;
- 7.4.8 The Contractor shall undertake all preventive and routine maintenance, including repainting of buildings and other structures in accordance with the contractor's maintenance program;

- 7.4.9 Provide familiarity training to nominated staff of the SSS and SSS' representative
- 7.4.10 Provide periodic reports on the operation and performance of the STP.
- 7.4.11 The Contractor shall operate and provide monthly Comprehensive Preventive Maintenance (CPM) including repairs and submit on or before the tenth (10th) day of the following month
- 7.4.12 The Contractor must conduct monthly monitoring test such as Dissolved Oxygen, Settleability Tests, pH, Total Suspended Solids and Chlorine tests. The test results, whether positive or negative, are to be submitted to SSS-Engineering and Facilities Management Department.
- 7.4.13 The Contractor shall monitor the effluent discharge and must be within the acceptable standard (DAO-2016-08) of Laguna Lake Development Authority (LLDA) and the Department of Environmental and Natural Resources-Environmental Management Bureau (DENR-EMB). The Service Provider must be abreast with the latest regulations of the LLDA and DENR-EMB and inform the SSS as soon as these are implemented.
- 7.4.14 The Contractor shall provide timely submission of duly accomplished Self-Monitoring Report (SMR) and Compliance Monitoring Report (CMR) as required by the Government's Regulating Agency (LLDA and DENR-EMB).

7.5 Operation and Maintenance of the STP for a period of one (1) year after the defects liability period

The scope of services under this Contract shall be rendered for the period of one (1) year after the defects liability period.

- 7.5.1 The Contractor shall provide all necessary personnel for the 24/7 operation and maintenance of the STP.
- 7.5.2 The Contractor shall supply supervision and expertise, labor, testing and consumables for the operation and maintenance of the STP.
- 7.5.3 The operation and maintenance of the STP shall include but not limited to the following activities:
- g. Operational checking of equipment
 - h. Inspection, cleaning and re-greasing of parts
 - i. Cleaning and/or replacement of filters
 - j. Oil change and greasing of equipment
 - k. Minor repair such as but not limited to adjustment for clearance, tightness, etc.
 - l. Installation of purchased spare parts and equipment
- 7.5.4 The Contractor shall be responsible with:
- f. The upkeep of the STP and its immediate surrounding seven (7) days a week
 - g. Regular check-up on the operation of the STP, equipment and appurtenances.
 - h. Preparation of the chemical needed for treatment if any.
 - i. Operation-tending of sludge de-watering facility and coordination with SSS representative and/or the designated PCO for the hauling of sludge cake, if necessary.

- j. Technical recording of the operation for the STP
- 7.5.5 The contractor shall undertake all monitoring, sampling, and testing in accordance with:
 - e. The minimum frequencies and sampling methods
 - f. The approved Water Quality Testing Plan
 - g. The environmental management plan
 - h. Any additional requirements specified by the applicable regulatory authorities.
- 7.5.6 The contractor shall regularly collect wastewater samples for effluent testing by LLDA or DENR. They shall, likewise, perform routine on-site tests to monitor the proper operation of the STP.
 - b. Measurement of noise
The contractor shall ensure that the air blower shall be located in an enclosed facility with zero noise
- 7.5.7 The Contractor shall supply and deliver all the consumable items necessary for the operation and maintenance of the STP such as, but not limited to, labor, chemicals, and testing kits;
- 7.5.8 The Contractor shall undertake all preventive and routine maintenance, including repainting of buildings and other structures in accordance with the contractor's maintenance program;
- 7.5.9 Provide periodic reports on the operation and performance of the STP.
- 7.5.10 The Contractor shall operate and provide monthly Comprehensive Preventive Maintenance (CPM) including repairs and submit on or before the tenth (10th) day of the following month
- 7.5.11 The Contractor must conduct monthly monitoring test such as Dissolved Oxygen, Settleability Tests, pH, Total Suspended Solids and Chlorine tests. The test results, whether positive or negative, are to be submitted to SSS-Engineering and Facilities Management Department.
- 7.5.12 The Contractor shall monitor the effluent discharge and must be within the acceptable standard (DAO-2016-08) of Laguna Lake Development Authority (LLDA) and the Department of Environmental and Natural Resources-Environmental Management Bureau (DENR-EMB). The Service Provider must be abreast with the latest regulations of the LLDA and DENR-EMB and inform the SSS as soon as these are implemented.
- 7.5.13 The Contractor shall provide timely submission of duly accomplished Self-Monitoring Report (SMR) and Compliance Monitoring Report (CMR) as required by the Government's Regulating Agency (LLDA and DENR-EMB).

8. DELIVERABLES/SUBMITTALS

The Waste Water Specialty Contractor shall submit the following minimum requirements to include, but shall not be limited to the following:

- 8.1 Detailed Engineering Design Stage
 - 8.1.1 Pre-Design and Coordination



- a. Minutes of Meetings, Activity Schedules, and other reports as needed.

8.1.2 Detailed Engineering Design

Design plans in accordance with the degree of detail specified herein. Design and construction methods shall have emphasis on the methodology that best befit the cost and compressed duration of the project.

- a. STP Treatment Process Flow Sheet
- b. Complete architectural and engineering signed and sealed plans in 10 sets of 24x36 inches blueprints
- c. Technical Specifications, Cost estimates, BOQ, Unit Price Analysis and other documents as may be required
- d. Construction Schedule and S-Curve
- e. Program Evaluation and Review Technique/Critical Path Method (PERT/CPM)
- f. Manpower schedule during construction, weekly or monthly, for skilled or non-skilled workers, including the Project Manager, Engineers, and Foreman with their bio-data
- g. Equipment utilization schedule, weekly or monthly
- h. Construction Safety and Health Program of the Contractor in accordance with DOLE Order No. 13
- i. Affidavit of Compliance to Specifications of Finishes and Materials, and Scope of Works.

8.2 Construction Stage

8.2.1 Throughout this stage, the Design and Construction Firm shall submit to SSS the following documents:

- a. Monthly/Weekly Progress report which shall include as a minimum the following:
 - i. Transmittal Sheet
 - ii. Management/Executive Report (narrative)
 - iii. Construction progress
 - iv. Forecast for the next weeks/month
 - v. Manpower (Management and Workforce)
 - vi. Equipment Schedule
 - vii. Areas of Concern
 - viii. Photographic report
- b. Shop drawings as may be necessary

8.3 Testing and Commissioning Stage

8.3.1 Testing and Commissioning

- a. Testing and Commissioning Plan and Procedure

- b. Reports/Result on the following tests carried out to ensure that the STP and equipment are reliable in their operation and that their output meet the stipulated criteria and performance standards:
 - i. Functional Tests
 - ii. Take Over Test (including water quality tests, reliability tests, chemical/ power/ noise assessments)
 - iii. Performance Tests
 - iv. Other tests as may be required
- c. Operation and Maintenance Manual
- d. Emergency Response Plan
- e. Water Quality Testing Plan
- f. Health and Safety Manual
- g. Quality Assurance Manual
- h. Personnel Training Manual
- i. Discharge Permit
- j. Signed and Sealed As-Built Plans (1 set 24"x36" tracing paper, 5 sets blue prints)

8.4 Operation and Maintenance

8.4.1 Monthly Progress Report - meter installation check

To be submitted within seven (7) days of the end of each calendar month summarizing the technical performance, staffing, and operation and maintenance of the STP. The report shall include the following:

- a. Water production statistics (volumes abstracted, used in process, and supplied)
 - b. Water quality test results
 - c. Details of quantities and quality of sludge and other waste materials and records of delivery to disposal site;
 - d. Plant and works outages
 - e. A summary of compliance with performance standards
 - f. Records of consumption of electricity and chemicals
 - g. A summary of plant and equipment repair, overhaul, and replacement activities undertaken in the Month
 - h. Asset replacement undertaken under the Asset Replacement Fund
 - i. A report on exceptional events, emergency operations, and accident statistics during the Month
 - j. A summary of complaints received from the public
 - k. A program for major plant maintenance and asset replacement for the following three months
 - l. Any other data reasonably requested by the SSS
- 8.4.2 Quarterly Self-Monitoring Report (SMR)
- 8.4.3 Compliance Monitoring Report (CMR)
- 8.4.4 Annual Report summarizing the Contractor's performance of the Operation Service in the previous year. It shall summarize the data provided in the

Monthly Reports to be submitted no later than 28 days following the end of reporting year.

All document submittals shall be printed in four (4) sets (1 set for EFMD, 1 set for billing, 2 sets for LLDA submission) of bound A4 size bond paper. All applicable drawing plans shall be submitted in 24x36 inch or A3 size printouts. An electronic copy of all document and plan submittals shall also be submitted in a USB flash drive.

9. STAFFING

9.1 The Contractor shall provide staff for the following positions and should have qualifications and experience consistent with the requirements specified below:

9.1.1 Detailed Engineering Design Stage

Key Staff/Personnel		Qualifications and Experience required
1.	Project Manager/ Design Architect/Engineer	<ul style="list-style-type: none"> with professional license (Architect/Engineer) With at least ten (10) years of experience in project management and design
2.	Structural Engineer	<ul style="list-style-type: none"> With Civil Engineer license With at least five (5) years of experience in structural design with similar and comparable projects
3.	Sanitary Engineer/Waste Water Specialist	<ul style="list-style-type: none"> with Sanitary Engineer license With at least five (5) years of experience in the design of building water supply and distribution, plumbing, and waste water treatment & management Preferably knowledgeable in waste water management/treatment and emergent, alternative effluent collection and treatment systems
4.	Electrical Engineer	<ul style="list-style-type: none"> with Professional Electrical Engineer license With at least three (3) years of experience in the design of lighting, and power distribution Preferably knowledgeable in emergent efficient lighting technologies and energy management
5.	Mechanical Engineer	<ul style="list-style-type: none"> with Professional Mechanical Engineer license With at least three (3) years of experience in mechanical systems, HVAC and fire protection systems

9.1.2 Construction Stage

Key Staff/Personnel		Qualifications and Experience required
1.	Project Manager	<ul style="list-style-type: none"> with professional license (Architect/Engineer) With at least ten (10) years of experience in project management and similar comparable projects
2.	Project Architect/Engineer	<ul style="list-style-type: none"> with professional license (Architect/Engineer) With at least three (5) years of experience in similar and comparable projects

		<ul style="list-style-type: none"> • Preferably knowledgeable in the application of rapid construction technologies
3.	Materials Engineer	<ul style="list-style-type: none"> • Must be duly accredited Materials Engineer • With at least three (3) years of experience in similar and comparable projects • Preferably knowledgeable in the application of rapid construction technologies
4.	Electrical Engineer	<ul style="list-style-type: none"> • with Professional Electrical Engineer license • With at least three (3) years of experience in the design of lighting, and power distribution • Preferably knowledgeable in emergent efficient lighting technologies and energy management
5.	Mechanical Engineer	<ul style="list-style-type: none"> • with Professional Mechanical Engineer license • With at least three (3) years of experience in similar and comparable projects in the installation of mechanical, HVAC and fire protection systems
6.	Sanitary Engineer	<ul style="list-style-type: none"> • with Sanitary Engineer license • With at least three (3) years of experience in similar and comparable projects in installation of building water supply and distribution, plumbing, and wastewater treatment & management
7.	Foreman	<ul style="list-style-type: none"> • With at least three (3) years of experience in similar and comparable projects
8.	Safety Officer	<ul style="list-style-type: none"> • Must be an accredited safety practitioner by the Department of Labor and Employment (DOLE) • With at least one (1) year of experience as Safety Officer • Must have undergone the prescribed 40-hour Construction Safety and Health (COSH) Training

9.1.3 Testing and Commissioning Stage

Key Staff/Personnel		Qualifications and Experience required
1.	Supervisor/ Pollution Control Officer	<ul style="list-style-type: none"> • Accredited PCO with ID provided by LLDA • With at least three (3) years of experience in operation, maintenance and repair of equipment in similar comparable projects • knowledgeable in waste water management/treatment, environmental management and emergent, alternative effluent collection and treatment systems
2.	Technicians / STP Operators (3)	<ul style="list-style-type: none"> • With at least one (1) year experience in operation, maintenance and repair of equipment in similar comparable projects (e.g. building water supply and distribution, plumbing, and waste water treatment & management)

9.1.4 Operation and Maintenance Stage for a period of one (1) year for the defects liability period and a period of one (1) year after the defects liability period

Key Staff/Personnel		Qualifications and Experience required
1.	Supervisor/ Pollution Control Officer	<ul style="list-style-type: none"> • Accredited PCO with ID provided by LLDA • With at least three (3) years of experience in operation, maintenance and repair of equipment in similar comparable projects • knowledgeable in waste water management/ treatment, environmental management and emergent, alternative effluent collection and treatment systems
2.	Technicians / STP Operators (3)	<ul style="list-style-type: none"> • With at least one (1) year experience in operation, maintenance and repair of equipment in similar comparable projects (e.g. building water supply and distribution, plumbing, and waste water treatment & management)

The Key Professionals listed above are required by SSS. The Consultant may, as needed and at its own expense, add additional professionals and/or support personnel for the optimal performance of all services, as stipulated in this Terms of Reference for the Project. **The Curriculum Vitae, license, and certificates of each of the Professional staff shall be submitted together with the Contractor’s proposal.**

The Contractor shall provide technical and administrative support staff as required including such support as drivers, draftsmen, and secretarial/typist/encoder. The deployment of these personnel shall be necessary in accordance with the project requirements and with the prior approval of the SSS.

10. PROJECT DURATION AND SCHEDULE OF ACTIVITIES

10.1 Design and construction of all facilities shall be completed, delivered and passed the testing commissioning within a **maximum of ten (10) months** from receipt of the Notice to Proceed. This shall be followed by **Operation and Maintenance of the STP for a period of one (1) year for the defects liability (warranty) period and one (1) year after the defects liability period.**

10.2 Project duration is broken down as follows:

Stage and Particulars	Months										
	1	2	3	4	5	6	7	8	9	10	onwards
1. Detailed Engineering Design Stage											
a. Pre-Design and Coordination											
b. Detailed Engineering Design											
2. Construction Stage											
a. Civil Works											
b. Mechanical Works											

c. Electrical and Instrumentation Works											
3. Testing and Commissioning											
4. Operation and Maintenance											Period of 1 year for the defects liability period and 1 year after the defects liability period

- 10.3 The Detailed Engineering Stage shall cover the following:
- 10.3.1 Pre-Design and Coordination which shall cover meetings, discussions, planning and scheduling necessary for the development of the design and the proper implementation of the contract.

10.3.2 Detailed Engineering Design to include activities in the preparation of detailed engineering design for the STP, processing of permits and licenses, and project mobilization.
- 10.4 The Construction Stage, which includes Civil Works, Mechanical, Electrical and Equipment installation shall be completed in six (6) months.
- 10.5 Testing and Commissioning of STP facilities shall be undertaken for two (2) months. This shall include preparation of as-built plans and other documentation as well as testing and commissioning of the plant and acquisition of discharge permit and permit to operate.
- 10.6 The Operation and maintenance of the STP shall be for a period of one (1) year for the defects liability (warranty) period following the Testing and Commissioning Stage and shall include the following :
- 10.6.1 Manpower which is inclusive of three (3) STP Operators

10.6.2 Supply of all consumable items necessary for the operation and maintenance of the STP

10.6.3 Monthly Laboratory Analysis

10.6.4 Preventive and corrective maintenance works

10.6.5 Repair/replacement of defective equipment
- 10.7 The Operation and maintenance of the STP for a period of one (1) year after the defects liability period shall include the following :
- 10.7.1 Manpower which is inclusive of three (3) STP Operators

10.7.2 Supply of all consumable items necessary for the operation and maintenance of the STP

10.7.3 Monthly Laboratory Analysis

10.7.4 Preventive and corrective maintenance works

11. MODE OF PAYMENT

- 11.1 Detailed Engineering Design Stage

One-time payment equivalent to amount stated in the contract for the Detailed Engineering Design Stage upon 100% submission and approval of required deliverables for the Detailed Engineering Design Stage

11.2 Construction Stage

Progress payments for Construction Stage shall be made in four (4) billings according to actual work accomplishment/completion of the infrastructure project or a specific portion thereof and shall be made upon written request by the Contractor, using the following schedule:

Billing No.	Payment	Work Accomplishment
1 st Billing	25 % of Cost for the Construction Stage	25% Completion of Construction Stage
2 nd Billing	25 % of Cost for the Construction Stage	50% Completion of Construction Stage
3 rd Billing	25 % of Cost for the Construction Stage	75% Completion of Construction Stage
4 th Billing	25 % of Cost for the Construction Stage	100% Completion of Construction Stage

11.3 Testing and Commissioning Stage

One-time payment equivalent to amount stated in the contract for the Testing and Commissioning Stage upon 100% submission of required deliverables for the Testing and Commissioning Stage

11.4 Operation and Maintenance for a period of one (1) year for the defects liability (warranty) period shall be free of charge.

11.5 Operation and Maintenance for a period of one (1) year after the One (1) Year Defects Liability Period

Payments shall be made monthly, payable upon submission of the monthly deliverables and the following complete billing documents, as applicable:

- 11.5.1 Billing Request Letter
- 11.5.2 Sales Invoice or Billing Statement
- 11.5.3 Monthly accomplishment reports for the applicable quarter signed by the Pollution Control Officer (PCO)
- 11.5.4 Quarterly Self-Monitoring Report signed by the PCO
- 11.5.5 Positive result of the quarterly waste-water analysis/test from LLDA or DENR

The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS.

Payment using Letter of Credit is not allowed.

11.6 As prescribed in Annex E of the Revised IRR of RA9184, a 10% Retention shall be deducted from the progress payments to cover uncorrected, discovered defects in the works and third party liabilities.

- 11.7 The 10% Retention Money shall only be released upon completion of the One (1) year operation and maintenance period by the Contractor.

12. RESPONSIBILITIES OF THE CONTRACTOR

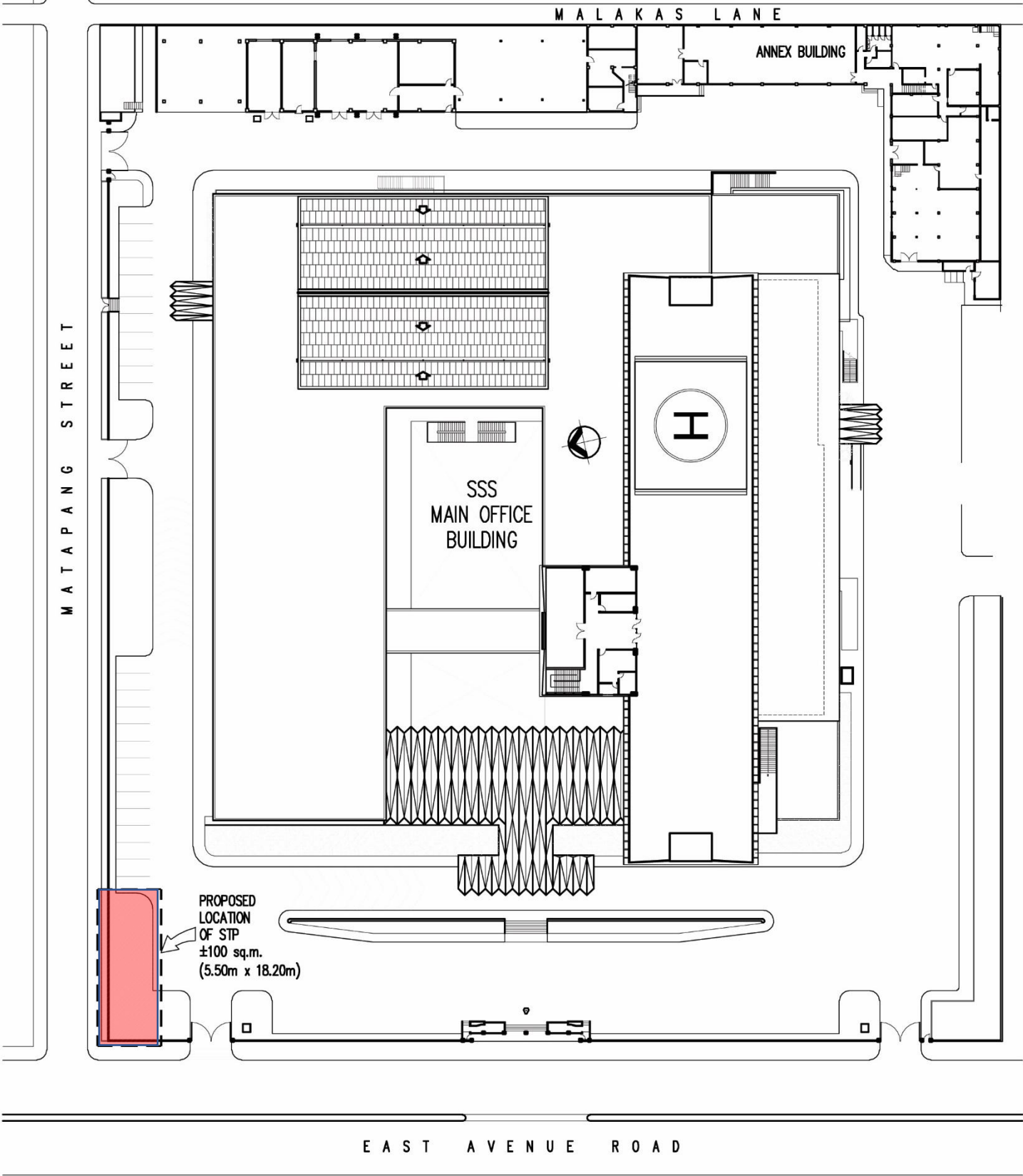
- 12.1 The Contractor guarantees that design of the facilities, the process and output pass and is compliant with the Department of Environment and Natural Resources (DENR) DAO 2016-08 -Water Quality Guidelines (WGS) and General Effluent standards (GES), DENR DAO 2021-19 – Updated WGS and GES for Selected Parameters and any other existing environmental laws and regulations. The Consultant shall also comply with the DENR standard for energy efficiency, Minimal Sludge Volume, Minimal Chemical Usage, Odor Control, etc.
- 12.2 The Contractor shall be solidarily liable with the Sub-contractor, for any and all damages caused as a result of acts or omissions of the latter that violate the Contract of Documents and which were approved by the Consultant without the knowledge and consent of the SSS.
- 12.3 The Contractor shall pay the amount equivalent to One Tenth of One Percent (1/10 of 1%) of the total Service Fee as Liquidated Damages for each calendar day of delay or refusal to perform its obligation under the Contract Agreement in addition to the actual loss or damages which the SSS may prove. Such amount shall be deducted from any money due or which may become due to the Consultant or collected from the Performance Security posted by the Consultant, whichever is more convenient to the SSS
- 12.4 If the Contractor shall violate any of the Terms and Conditions of the Contract Agreement or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated therein, or for any other causes shall not carry the tasks in acceptable manner and by reason thereof, the SSS suffers damage and losses, the Consultant shall be assessed a penalty in the amount equivalent to Ten Percent (10%) of the total Service Fee in addition to the actual loss or damages as determined/proven by SSS.
- 12.5 The Contractor shall hold the SSS free from all claims, liabilities, losses and suits arising from error in design, error in plans and other errors relative to its services.

13. INSTITUTIONAL ARRANGEMENT

- 13.1 The SSS shall provide full information to the Contractor of its requirements for the Project
- 13.2 The SSS shall provide any available building plans to be utilized as reference for the conduct of the above undertaking.
- 13.3 The SSS through its Engineering and Facilities Management Department shall be responsible of the following:
- 13.3.1 Directly monitor and supervise the conduct of the above undertaking
 - 13.3.2 Provide access, work permits, gate pass, authorization and clearance to the building work area in coordination with the Security Office.
 - 13.3.3 All technical documents submitted by the Contractor shall be reviewed and approved by the SSS.

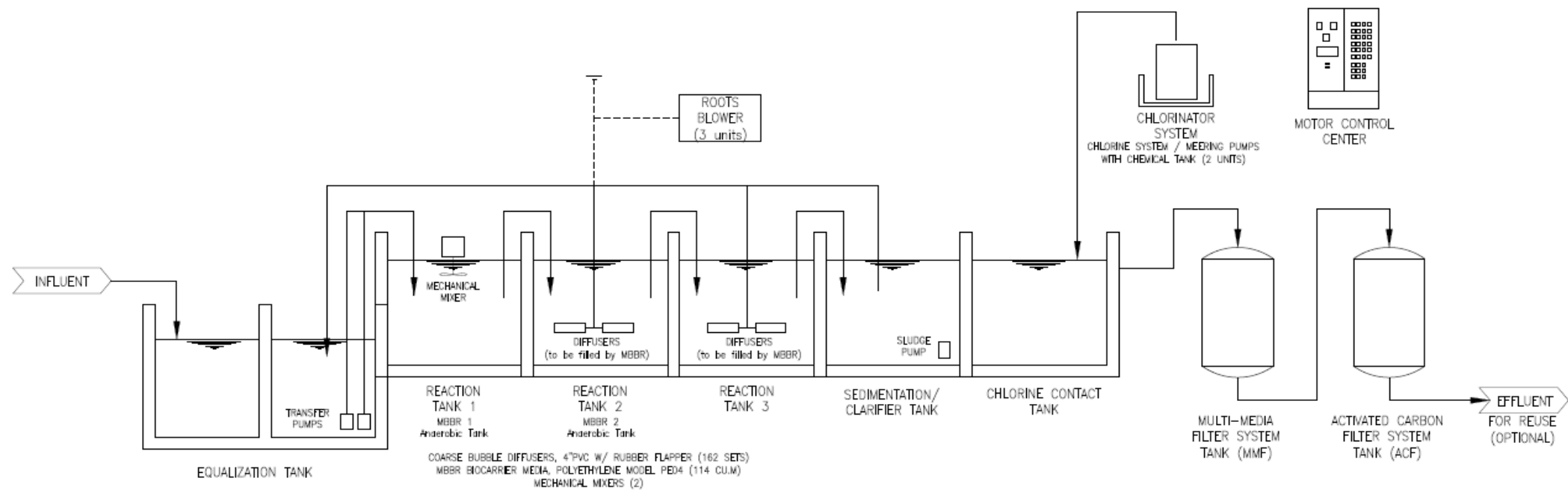
Section VII. Drawings

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




SITE DEVELOPMENT PLAN

ANNEX B



CONCEPTUAL PROCESS FLOW DIAGRAM

NOT TO SCALE

 ENGINEERING AND FACILITIES MANAGEMENT DEPARTMENT SOCIAL SECURITY SYSTEM	PROJECT TITLE:
	Design and Build of Sewage Treatment Plant
	LOCATION: SSS Main Building, East Avenue, Diliman, Quezon City

Section VIII. Bill of Quantities

Project: **CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)**
BILL OF QUANTITIES

SUMMARY

ITEM	DESCRIPTION	AMOUNT
I	Detailed Engineering and Design Stage	
1	Remuneration	-
2	Preparation, Printing and BluePrinting of Complete Plans and Required Documents	-
	Sub-Total (I)	-
II	Construction Stage	
1	General Requirements	-
2	Civil Works	-
3	Electrical and Mechanical Works	-
4	Supply and Installation of Equipment	-
	Sub-Total (II)	-
III	Testing and Commissioning Stage	
1	Remuneration	-
2	Preparation, Printing and BluePrinting of Complete As-Built Plans and Required Reports, Manuals, and other Documents:	-
3	Start-Up, Testing and Commissioning	-
4	Acquisition of Discharge Permit	-
	Sub-Total (III)	-
IV	Operation and Maintenance for a period of one (1) year after the one (1) year Warranty Period	
1	Basic Salary	-
2	Benefits	-
3	Chemicals and Consumables	-
4	Testing	-
5	Maintenance Cost	-
	Sub-Total (IV)	-
	TOTAL	-

NOTES:

1. Kindly fill-out the highlighted in color blue portion of the Bill of Quantities Form
2. Submit detailed cost estimates as supporting document of the costing/entries in this Bill of Quantities Form
3. **TOTAL AMOUNT OF BID for the SHALL NOT EXCEED the ABC of Thirty-Eight Million, Three Hundred Sixty-Seven Thousand Pesos (P38,367,000.00).**

Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)

BILL OF QUANTITIES

I. DETAILED ENGINEERING DESIGN STAGE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	BID PRICE
1	Remuneration (Salary of Personnel for 1 Month of Engineering and Design Stage including Overhead Costs and Other Charges)			Salary/Month	
1.a.	Project Manager / Design Architect / Engineer	1	personnel		-
1.b.	Structural Engineer	1	personnel		-
1.c.	Sanitary Engineer/Waste Water Specialist	1	personnel		-
1.d.	Electrical Engineer	1	personnel		-
1.e.	Mechanical Engineer	1	personnel		-
1.f.	Support Staff		personnel		-
	Sub-Total (1)				-
2	Preparation, Printing and BluePrinting of Complete Plans and Required Documents -Architectural Plans -Structural Plan - Sanitary Plans - Electrical Plans -Mechanical Plans - Auxiliary Plans - Process Flow Sheet - Technical Specifications, Calculations, Estimates, and other documents	1	lot		-
TOTAL (I. Detailed Engineering Design Stage)					-

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(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)

BILL OF QUANTITIES

II. CONSTRUCTION STAGE

ITEM	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST (Materials, Labor, Equipment, Mobilization/ Demobilization, Mark-Up, VAT)	BID PRICE
1	General Requirement				
1.a.	Permits, Clearances and Licences	1	lot		-
1.b.	Bonds and Insurances	1	lot		-
1.c.	Temporary Facilities	1	lot		-
1.d.	Occupational Safety and Health Program Requirement	1	lot		-
	Sub-Total (1)				-
2	Civil Works				
	All civil works component of the STP including excavation, backfilling, dewatering, reinforced steel works, concrete works, structural works, painting, waterproofing, ground improvement, pipe-laying, construction of tanks and other structures, hauling and disposal of debris and waste materials, restoration of affected areas, etc.	1	lot		-
3	Electrical and Mechanical Works				
	All electrical and mechanical works component of the STP including switches and controllers, panels components, controls, wirings and roughing-ins installation, conduit support, wire tray accessories, mechanical piping, valves and fittings, supports, miscellaneous metals, painting, and consumables.	1	lot		-

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E-mail Address/Telephone No:

(Signature over Printer Name)

Project: **CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)**
BILL OF QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	TOTAL UNIT COST (Materials, Labor, Equipment, Mobilization/ Demobilization, Mark-Up, VAT)	BID PRICE
4	Supply & Installation of Equipment				
4.a.	Coarse Bubble Diffusers, 4" PVC w/ rubber flapper	162	sets		-
4.b.	MBBR Biocarrier media, polyethylene, Model PE04	114	cu.m.		-
4.c.	Quick Connect submersible transfer pump, 20.63 at 5 meters head	2	units		-
4.d.	Mechanical Mixers	2	units		-
4.e.	Roots blowers, air suction: 7.8m3/min discharge pressure: 0.5 kg/cm2	3	units		-
4.f.	Returned sludge pump 20.63 cu.m/hr at 5 meters head	1	unit		-
4.g.	Booster pump 20.63 cu.m/hr vs 70 psi	2	units		-
4.h.	Multi-media filter system FRP 48"x72" tank size complete with multi-media	1	unit		-
4.i.	Activated Carbon Filter System, FRP, 48"x72" tank size complete with activated carbon	1	unit		-
4.j.	Chlorinator System/meering pumps with chemical tank 120GPD 220v/60HZ/3P	2	units		-
4.k.	Motor Control Center, 3 Phase, Semi-automatic	1	unit		-
	Sub-Total (4)				-
TOTAL (II. Construction Stage)					-

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Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)

BILL OF QUANTITIES

III. TESTING COMMISSIONING STAGE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	BID PRICE
1	Remuneration (2 months) Salary of Personnel for 2 Months of Testing and Commissioning including Overhead Costs and Other Charges			Salary/2 Months	
1.a.	Pollution Control Officer/Supervisor	1	personnel		-
1.b.	STP Operator	3	personnel		-
	Sub-Total (1)				-
2	Preparation, Printing and BluePrinting of Complete As-Built Plans and Required Reports, Manuals, and other Documents: -As-Built Plans -Operation and Maintenance Manual - Emergency Response Plan -Water Quality Testing Plan - Health and Safety Manual - Quality Assurance Manual - Others as needed	1	lot		-
3	Start-Up, Testing and Commissioning - Includes start-up of operations, chemical consumption, training of operators, performance tests, laboratory testing fees, printing of results/reports, etc.	1	lot		-
4	Acquisition of Discharge Permit	1	lot		-
TOTAL (III. Testing and Commissioning Stage)					-

NOTES:

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Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)

BILL OF QUANTITIES

IV. OPERATION AND MAINTENANCE STAGE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST (including OCM, VAT, Admin. and Other Charges)	BID PRICE
1	Basic Salary	1	year	-	-
2	Benefits	1	year	-	-
3	Chemicals and Consumables				
3.a.	Supply of Chemicals (e.g. Calcium Hypochlorite)	12	months	-	-
3.b.	Supply of Consumables (e.g. Ammonia Buster A, Ammonia Buster B, Nitrates Buster, Phosphate Binder, Post Chlorinator)	12	months	-	-
	<i>Sub-Total (3)</i>				-
4	Testing				
	Effluent Private Lab Test (Monthly for 1 year)	12	tests	-	-
	Effluent Lab Test / LLDA (Quarterly for 1 year)	4	tests	-	-
	Test Kit Consumables	12	kits	-	-
	<i>Sub-Total (4)</i>				-
5	Maintenance Costs Preventive and Corrective Maintenance Works including repair works, supply of consumable tools, parts, and equipment, etc.	12	months	-	-
TOTAL (IV. Operation and Maintenance Stage)					-

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Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: **CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)**

BILL OF QUANTITIES

1 Basic Salary Computation

Rates	Job Description	Pollution Control Officer	STP Operator 1	STP Operator 2	STP Operator 3
Shift		8am - 5pm	7am - 4pm	3pm - 12am	11pm - 8am
Min. Rate/Hour		-	-	-	-
Min. Rate/Day		-	-	-	-
Min. Rate/Month		-	-	-	-
Month/s		12.00	12.00	12.00	12.00
	Basic Salary	-	-	-	-
	OCM, Profit (20%)	-	-	-	-
	VAT (12%)	-	-	-	-
	Total, Basic Salary	-	-	-	-
	Total Basic Salary for 1 year				-

NOTES:

1. Kindly fill-out the highlighted in color blue portion of the Bill of Quantities Form
2. Submit detailed cost estimates as supporting document of the costing/entries in this Bill of Quantities Form
3. **TOTAL AMOUNT OF BID** for the **SHALL NOT EXCEED** the **ABC of Thirty-Eight Million, Three Hundred Sixty-Seven Thousand Pesos (P38,367,000.00).**

Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Project: CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN OFFICE (DESIGN AND BUILD)

BILL OF QUANTITIES

2 Benefits Computation

Benefits	Job Description	Pollution Control Officer	STP Operator 1	STP Operator 2	STP Operator 3
Shift		8am - 5pm	7am - 4pm	3pm - 12am	11pm - 8am
13th Month Pay		-	-	-	-
SSS		-	-	-	-
EC		-	-	-	-
Philhealth (2% of Basic Pay)		-	-	-	-
HDMF (2% of Basic Pay)		-	-	-	-
5-day Service Incentive Leave		-	-	-	-
Legal Holidays (11 days)		-	-	-	-
Special Holidays (7 days)		-	-	-	-
Night Differential					
Hours/day covered		-	-	2.00	7.00
Night Differential/Day		-	-	-	-
Total Night Differential/Year		-	-	-	-
Total Cost, Benefits		-	-	-	-
OCM, Profit (20%)		-	-	-	-
VAT (12%)		-	-	-	-
Total, Benefits		-	-	-	-
Total Benefits for 1 year					-

NOTES:

1. Kindly fill-out the highlighted in color blue portion of the Bill of Quantities Form
2. Submit detailed cost estimates as supporting document of the costing/entries in this Bill of Quantities Form
3. TOTAL AMOUNT OF BID for the SHALL NOT EXCEED the ABC of Thirty-Eight Million, Three Hundred Sixty-Seven Thousand Pesos (P38,367,000.00).

Submitted by:

Name of Bidder:

Company Representative:

(Signature over Printer Name)

Company Address:

E-mail Address/Telephone No:

Section IX. Checklist of Technical and Financial Documents



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Certificate of Platinum Registration and Membership (Platinum Membership) (all pages);

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within five (5) period prior to the submission and opening of Bids; **and**
- ☐ (d) 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**
- ☐ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (f) Project Requirements, which shall include the following:
 - ☐ a. Preliminary Conceptual Design Plan
 - ☐ b. Design and Construction Methodology
 - ☐ c. Organizational chart for the contract to be bid;
 - ☐ d. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - ☐ e. 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;
 - ☐ f. Value Engineering Analysis of Design and Construction Method; **and**
- ☐ (g) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- ☐ (j) 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

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

Other documentary requirements under RA No. 9184

- ☐ (l) Original of duly signed Bid Prices in the Bill of Quantities; **and**
☐ (m) 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**
☐ (n) Cash Flow by Quarter.

IMPORTANT REMINDERS

- A) Each and every page of the Bid Forms, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.
- D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:
- a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:
- Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
Envelop (2): COPY1 – Eligibility Requirements and Technical Component
Envelop (3): COPY2 – Eligibility Requirements and Technical Component
- b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:
- Envelop (4): ORIGINAL – Financial Component
Envelop (5): COPY1 – Financial Component
Envelop (6): COPY2 – Financial Component
- c) Bidders shall enclose, seal and mark the following:
- Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked “ORIGINAL–BID”
- Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked “COPY1–BID”



Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked “COPY2–BID”

- d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box
- e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:
 - addressed to the Procuring Entity’s BAC
 - name and address of the Bidder in capital letters
 - name of the contract/project to be bid in capital letters
 - bear the specific identification/reference code of this bidding process
 - bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

2ND FLOOR, SSS MAIN BUILDING

EAST AVENUE, DILIMAN, QUEZON CITY

NAME OF BIDDER : _____

ADDRESS : _____

- E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.
- F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.



FORMS

Bid Form for the Procurement of Infrastructure Projects

BID FORM

**CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN BUILDING
(DESIGN AND BUILD)**

Date: _____
Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: (Insert name of contract);
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- d. The total price of our Bid in words and figures, excluding any discounts offered below is: (insert information);
- e. The discounts offered and the methodology for their application are: (insert information);
- f. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- g. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- h. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines for this purpose;
- i. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- k. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.



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

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

Name: _____

Legal capacity:_____

Signature:_____

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

Date: _____

GPPB Resolution No. 16-2020, dated 16 September 2020



Bid Securing Declaration Form

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

BID SECURING DECLARATION

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity] Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020



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

CONTRACT AGREEMENT
CONSTRUCTION OF SEWAGE TREATMENT PLANT FOR MAIN BUILDING
(DESIGN AND BUILD)
ITB-SSS-CIVIL-2023-_____

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order _____, _____ (pertaining to Approving Authority) (Annex “A”) and Office Order _____, _____ (Annex “B”) (pertaining to signatories), hereinafter referred to as the “SSS”;

- a n d -

(NAME OF CONTRACTOR), of legal age, Filipino, single/married, with principal address at _____, hereinafter referred to as the “Contractor”.

If corporation

(NAME OF CONTRACTOR), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____, _____, hereinafter referred to as the “Contractor”.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);



- i. Drawings/Plans;
- ii. Specifications;
- iii. Bill of Quantities;
- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any

- b. Contractor’s bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- c. Performance Security;

- d. Notice of Award of Contract; and the Bidder’s conforme thereto; and

- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

- 4. The SSS agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory’s Legal Capacity]

[Insert Signatory’s Legal Capacity]

for:

for:

SSS

[Insert Name of Supplier]

(In case of double acknowledgment)

SIGNED IN THE PRESENCE OF:

(Name of Certifying officer as to availability of funds)
(Position of Certifying Officer)
(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: _____

FIRST ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

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

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.



SIGNED IN THE PRESENCE OF:

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

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

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (____) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20____.

GPPB Resolution No. 16-2020, dated 16 September 2020



Omnibus Sworn Statement (Revised)

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 documents showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *Select one, delete the rest:*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and



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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a) Carefully examining all of the Bidding Documents;
 - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Contractor]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s.1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020



REPUBLIC OF THE PHILIPPINES]
NAME OF CITY] S.S

SECRETARY'S CERTIFICATE

I, <NAME OF CORPORATE SECRETARY>, of legal age, <Civil Status>, Filipino citizen and with business at <Company Address>, after being duly sworn, hereby depose and state that:

- 1. I am the Corporate Secretary of <COMPANY NAME>, a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at <Office Address>.
- 2. As the Corporate Secretary, I have custody and access to the records of the Corporation.
- 3. I am familiar with the facts herein certified and duly authorized to certify the same.
- 4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on <Date of Meeting>, at which meeting a quorum was present, the following Resolution/s was/were unanimously passed, approved and adopted:

- a) RESOLVED that <COMPANY NAME>, authorized and empowered the following to participate in the bidding for the <PROJECT NAME> of the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- b) RESOLVED FURTHER that, if awarded the Contract, the following is/are granted full power and authority to enter into contract with the SOCIAL SECURITY SYSTEM:

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

- c) RESOLVED FURTHERMORE that, the designated representative/s of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/s shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____ at <CITY>.

NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this __ day of _____ at <CITY>, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]>).

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



STATEMENT OF ALL ITS ON-GOING GOVERNMENT AND PRIVATE
CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YER STARTED

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT



STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE
PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH
ATTACHED CERTIFICATE OF FINAL COMPLETION OR
CPES EVALUATION

NAME OF CONTRACT	COMPLETION PERIOD	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS



Formula in the Computation of NFCC

NAME OF PROJECT

NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

15 (_____ – _____) – _____ = _____
Current Assets minus Current Liabilities minus Total Outstanding Works NFCC

P _____
NFCC

Prepared and Submitted by:

Signature over Printed Name



(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date:

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT :
COMPANY/FIRM :
ADDRESS :
BANK/FINANCING
INSTITUTION :
ADDRESS :
AMOUNT :

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this day of at Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules on Notarial Practice issued on at , Philippines.

NOTARY PUBLIC

Doc No. :
Page No. :
Book No. :
Series of :

(Note: The amount committed should be machine validated in the Certificate itself)



PRELIMINARY CONCEPTUAL DESIGN PLAN

Preliminary Conceptual Design Plan shall include the following:

1. Preliminary Floor Plan, Elevation, Sections
2. Conceptual Process Flow Diagram & Description
3. Performance and Equipment Specifications
4. Operation and Maintenance Costs



DESIGN AND CONSTRUCTION METHODOLOGY

Design and Construction Methodology shall include the following:

- 1. Detailed Description of activities/scope of work to be undertaken per stage of the project
- 2. Time schedule/delivery period for the activities to be undertaken
- 3. Manpower/key personnel requirement per stage
- 4. Construction Methodology
- 5. Construction Schedule
- 6. Manpower Schedule
- 7. Equipment Utilization Schedule



ORGANIZATIONAL CHART



LIST OF KEY PERSONNEL

1. DETAILED ENGINEERING DESIGN STAGE

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Project Manager/ Design Engineer or Architect			
2	Structural Engineer			
3	Sanitary Engineer / Waste Water Specialist			
4	Electrical Engineer			
5	Mechanical Engineer			

2. CONSTRUCTION STAGE

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Project Manager			
2	Project Architect/ Engineer			
3	Materials Engineer			
4	Electrical Engineer			
5	Mechanical Engineer			
6	Sanitary Engineer			
7	Foreman			
8	Safety Officer			

3. TESTING AND COMMISSIONING STAGE

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Supervisor/Pollution Control Offices			
2	Technician / STP Operator 1			
3	Technician / STP Operator 2			
4	Technician / STP Operator 3			

4. OPERATION AND MAINTENANCE STAGE

Key Personnel Position		Name	License No.	Years of Relevant Experience
1	Supervisor/Pollution Control Offices			
2	Technician / STP Operator 1			
3	Technician / STP Operator 2			
4	Technician / STP Operator 3			



Format of Curriculum Vitae (CV) for Proposed Key Personnel

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on project. Describe degree of responsibility held by staff member on relevant previous projects and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of projects. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]



Languages:

[For each language, indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Commitment:

I also commit to work for the Project in accordance with the time schedule as indicated in the contract once the firm is awarded the Project.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

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. _____.

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 _____.



LIST OF OTHER DESIGN AND CONSTRUCTION PERSONNEL

	Name	Position
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



LIST OF CONTRACTOR’S EQUIPMENT



**VALUE ENGINEERING ANALYSIS OF DESIGN AND
CONSTRUCTION METHOD**



ANNEXES

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CONSTRUCTION SAFETY AND HEALTH PROGRAM

Project : **Construction of Sewage Treatment Plant for Building (Design and Build)**
 Location : **SSS Main Building, East Avenue, Diliman, Quezon City**
 Duration : **10 months**

To ensure the security and safety of all personnel, properties and equipment affected by the above project, the following General Rules shall be strictly observed, implemented and adhered to:

GENERAL RULES

1. Work schedule shall be:
 - a. For Construction Works outside the SSS buildings
 - 7:00 AM – 5:00 AM (succeeding day) for all days of the week
 - b. For Renovation Works inside the SSS buildings
 - 6:00 PM -- 5:00 AM (succeeding day) from Monday –Friday
 - 7:00 AM – 5:00 AM (succeeding day) for Weekends and Holidays
2. All workers must wear their Security ID Pass and uniforms at all times while inside the SSS premises. Workers without ID Pass and not in uniform shall be barred from entering the worksite;
3. The following activities are prohibited in the SSS premises:
 - a. Bringing of dangerous drugs and alcoholic drinks;
 - b. Gambling;
 - c. Bringing of firearms and deadly weapons;
 - d. Bringing of any member of the family, friends, relatives or any person not connected with the project;
 - e. Smoking;
 - f. Cooking or water heating;
 - g. Drinking of purified water owned by the SSS employees
4. No worker is allowed to stay/sleep in the work site or roaming around the SSS premises during or after his duty. Worker shall be limited only to the confined or specific work site.
5. Wearing of shorts, slippers and sleeveless shirts/sandos is strictly not allowed;
6. All delivery of materials, tools and equipment to the jobsite shall be subjected to inspection and inventory by the security guard on duty.
7. Observe cleanliness and orderliness while at the jobsite. All garbage shall be collected daily and be placed at the garbage collection area.
8. All construction personnel are allowed to enter the SSS premises through any open entrance gate of their choice but they shall present their company-issued IDs to the guard-on-duty at the South Door for the issuance of Security ID Pass. The ID Pass must be surrendered to the guard-on-duty at the South Door before going home.
9. All construction personnel shall use only the Public Comfort Room (CR)



10. All workers shall submit themselves for frisking and bags for inspection by the guard on duty when entering or going out of the working area at all times. Any worker found with any materials/ items owned by the SSS or its employees in his possession shall be detained and referred to police authorities for appropriate action.
11. Strictly, no major welding works /fabrication shall be done inside the SSS premises, unless with prior written consent of the SSS Engineering & Facilities Management Department.
12. Workers are not allowed to bring-in their personal belongings not necessary in the performance of their job, personal bags or food containers shall be placed/secured in the SSS designated area.
13. The Contractor shall:
 - a. Not hired workers of minor age;
 - b. Submit two (2) copies of complete list of Workers with resume, latest ID picture to EFMD in requesting Work Permit for submission to Security Dept for monitoring of Security Office.
 - c. Submit also a list of tools and equipment that will be used in the project;
 - d. Provide fire extinguishers at the jobsite as required by the Building Code of the Philippines (if applicable)
 - e. Install appropriate safety signage in conspicuous places at the jobsite /premises;
 - f. Assume full responsibility on his account, the repair/ restoration and /or replacement of any property proven to have been damaged/ destroyed and/or lost at specific job-site. Once the fact and compelling circumstances had been duly investigated and proven by SSS Security Department that the incident was indeed committed by the Contractor's personnel, the same shall be at Contractor's liability.
 - g. Advise the Engineering and Facilities Management Department whenever he intends to pull out from the jobsite any material, tool or equipment owned by the company;
 - h. Provide on-site medical aid kit for his workers to be used in case of any injury during the work period;
 - i. Designate its officer of the day or supervisor to receive the verbal request for inquiries and within 24 hours send its personnel being questioned for investigation at the SSS Security Department. Written reply on the request for inquiries and investigation is construed not mandatory;
 - j. Refrain from ordering summary dismissal of any personnel involve in any form of irregularities committed and occurred on site without Security Department's Clearance especially those personnel involved in any irregularities or with pending case with the Security Dept.;
 - k. Provide property custodian during the duration of the project. SSS shall not be held responsible for any damage loss or deterioration of any materials, tools, equipment, plans, etc, owned by the Contractor.
 - l. Secure clearance from the Security Department prior to the turn-over of completed project / final billing for any security and property liability.
 - m. Provide on-site water dispenser/container and drinking water for his workers.
 - n. Provide Construction logbook to register all manpower and daily activities. The same shall be available at all times and will be surrendered to EFMD
14. SSS Reserves the right to reject and/ or prohibit the entrance of any Contractor's Employees with notorious and undesirable or lawless characters to SSS premises for safety purposes.

Other Conditions:

1. All installed equipment/facilities that will be affected by the renovation /improvement shall be turned-over to EFMD for recording / accounting purposes.

2. The following rules during execution of painting works should be observe by the Contractor:
 - a. Painting Works inside SSS buildings is not allowed during office hours / working days.
 - b. Painting works inside SSS buildings shall be done only with the following schedules: Friday (after office hours / nights), Saturday (whole day), Sunday (up to 12nn) and Non-working / Special Holidays (up to 12nn).
 - c. Contractor must provide electric fans for the proper ventilation / air circulation during painting works.
 - d. Contractor must cover all aircon diffusers and provide protection of the FDAS sensors within the project site to prevent from unwarranted activation of alarm system.
3. No construction debris shall be retained/ stored outside the building premises:
 - a. Materials subject to be turn-over to SSS shall be temporarily placed in the designated holding area for accounting purposes.
 - b. Any disconnection / dismantling works shall be coordinated to EFMD Project-In-Charge at all times to avoid any untoward incident.



