

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**PROCUREMENT OF THE OUTSOURCING
OF OPERATION AND MAINTENANCE OF
THE METROPOLITAN NAGA WATER
DISTRICT'S SIXTY (60) CUBIC METER
PER DAY SEPTAGE TREATMENT
FACILITY AND FOUR (4) SEPTIC SLUDGE
VACUUM TRUCKS**

GOODS 2021-004
(P.R. NO. 21-03-0120)

Sixth Edition
July 2020

"Water is life, save it."

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS

1. The **METROPOLITAN NAGA WATER DISTRICT (MNWD)**, using a single-year Framework Agreement, through the **Corporate Budget 2021** intends to apply the sum of **NINE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE PESOS AND 20/100 (Php 9,686,635.20)** only, being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS, PROJECT NO. GOODS 2021-004**. Bids received in excess of the ABC shall be automatically rejected.
2. The *MNWD* now invites bids for **PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS**. Delivery of the Goods is required **WITHIN ONE (1) YEAR SERVICE AGREEMENT**. Bidders should have completed, within the last five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from *MNWD* and inspect the Bidding Documents at the address given below starting from 8:00 AM – 12:00 NN and 1:00 PM - 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **MONDAY, MAY 10 TO MAY 31, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TEN THOUSAND PESOS (Php 10,000.00)** Only.

The *MNWD* shall allow the bidder to present its proof of payment for the fees through *MNWD* Cashier, cash/check via courier, or a copy of bank deposit slip emailed to the *MNWD* BAC as

indicated below.

6. The MNWD will hold a **Pre-Bid Conference** on **MAY 17, 2021, 1:30 PM** at 3rd Floor, Multi-Purpose Hall, MNWD Building, 40 J. Miranda Avenue, Naga City, and/or through **Zoom Video Conference** which shall be open to prospective bidders.

For those who are interested to join the video conference, you are hereby advised to submit your letter of intent, one (1) day before the scheduled Pre-Bid Conference, indicating the e-mail address, wherein the Zoom Video Conference I.D. and password will be sent. Furthermore, only one (1) authorized representative for each prospective bidder is allowed to participate. Kindly send your letter to:

MR. JON LOUIE A. SANCHEZ

BAC Chairperson

Tel No.: (054) 473-7813 local 111; Fax No.: (054) 473-9288

E-mail address: mnwdbac@yahoo.com

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **MAY 31, 2021 at 1:30 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **MAY 31, 2021, 1:30 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The MNWD reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MR. JON LOUIE A. SANCHEZ

BAC Chairperson

MNWD Compound, 40 J. Miranda Avenue, Naga City

Tel No.: (054) 473-7813 local 111; Fax No.: (054) 473-9288

Email Address: mnwdbac@yahoo.com; Website Address: mnwd.gov.ph

12. You may visit the following website/s:

For downloading of Bidding Documents, please visit the Philippine Government Electronic Procurement System (PhilGEPS) website

May 10, 2020

JON LOUIE A. SANCHEZ
Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **METROPOLITAN NAGA WATER DISTRICT (MNWD)** wishes to receive Bids for the **PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS**, with identification number **GOODS 2021-004**.

The Procurement Project (referred to herein as "Project") is composed of **1 LOT – PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021** in the amount of **NINE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED THIRTY-FIVE PESOS AND 20/100 (Php 9,686,635.20)** Only.

2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **3rd Floor, Multi-Purpose Hall, MNWD Building, 40 J. Miranda Avenue, Naga City, and/or through Zoom Video Conference**, 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 Tech. Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

For a single-year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days after the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original copy and three (3) additional hard copies of the first and second components of its Bid.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

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

In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement

among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;

- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the BDS.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Kind of Project: Outsourcing of Operation and Maintenance of the Septage Treatment Facility and Septic Sludge Vacuum Trucks with a minimum capacity of Thirty (30) cubic meter (m³) per day; b. Completed a similar project within FIVE (5) YEARS prior to the deadline for the submission and receipt of bids; c. Contracted a similar project with a Philippine water district or with a local government unit; and, d. Operated a similar project that has complied with DAO 2016-08 standards.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP FOB MNWD, NAGA CITY or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ONE HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED THIRTY-TWO PESOS AND 70/100 (₱193,732.70) only [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than FOUR HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED THIRTY ONE PESOS AND 76/100 (₱ 484,331.76) only [5% of ABC] if bid security is in Surety Bond.
19.3	1 LOT – PROCUREMENT OF THE OUTSOURCING OF OPERATION AND MAINTENANCE OF THE METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE VACUUM TRUCKS
20.2	Bidders 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.
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered FOB MNWD, NAGA CITY. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is End-User authorized representative/s.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year – with one (1) year warranty against factory defect and faulty workmanship or if not used; three (3) years warranty upon acceptance.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> a. The basis for billing shall be the current volume of septage registered from the flowmeter of the Septage Acceptance Unit corresponding to the amount per unit volume stated in the Service Contract. b. The Contractor shall issue an invoice every first week of the following month of rendered. The MNWD shall render corresponding payment to the Contractor within fifteen (15) working days upon receipt thereof. Approved Monthly Report and other supporting documents, if any, of the related month shall be attached to the invoice upon submission.
4	<p>No other applicable inspections and tests will be conducted.</p>

Section VI. Schedule of Requirements

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

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST			
(AGENCY)			
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>
I.	MANPOWER		15,840 m ³
II.	UTILITIES		15,840 m ³
III.	CHEMICALS AND CONSUMABLES		15,840 m ³
IV.	FUEL		15,840 m ³
V.	LABORATORY AND MISCELLANEOUS		15,840 m ³
VI.	MAINTENANCE		15,840 m ³
VII.	DISPOSAL		15,840 m ³
VIII.	ENVIRONMENTAL FEES, VT REGISTRATION AND INSURANCES		15,840 m ³
TOTAL <i>(Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within [no. of days] calendar days upon issuance of Call-off.</i>	
<i>Remarks</i>		<i>Indicate here any other appropriate information as may be necessary.</i>	
SIGNATURE OVER PRINTED NAME		POSITION	DEPARTMENT/DIVISION

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance ²
1	MANPOWER, 15,840 m ³	
2	UTILITIES, 15,840 m ³	
3	CHEMICALS AND CONSUMABLES, 15,840 m ³	
4	FUEL, 15,840 m ³	
5	LABORATORY AND MISCELLANEOUS, 15,840 m ³	
6	MAINTENANCE, 15,840 m ³	
7	DISPOSAL, 15,840 m ³	
8	ENVIRONMENTAL FEES, VT REGISTRATION AND INSURANCES, 15,840 m ³	
* Terms of Reference (TOR) (as attached).		

² Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Republic of the Philippines
METROPOLITAN NAGA WATER DISTRICT
40 J. Miranda Avenue, Naga City



**TERMS OF REFERENCE
FOR THE OUTSOURCING OF THE OPERATION AND MAINTENANCE OF
METROPOLITAN NAGA WATER DISTRICT'S SIXTY (60) CUBIC METER PER
DAY SEPTAGE TREATMENT FACILITY AND FOUR (4) SEPTIC SLUDGE
VACUUM TRUCKS**

1.0 DESCRIPTION OF SERVICES

1.1 SEPTAGE TREATMENT PLANT OPERATION AND MAINTENANCE

1.1.1 DESCRIPTION. The Contractor shall provide all management, personnel, labor, chemicals, tools, materials, consumables and necessary equipment to operate and maintain septage treatment plant (SpTP), in accordance with the Service Contract. The Contractor shall also provide third party testing laboratory accredited by DENR-EMB for necessary effluent analysis as specified in "ANNEX A", Table 3.

1.1.2 OPERATION. The Contractor shall:

- a. Administer the operation of the Septage Treatment Plant (SpTP) 24 hours a day, seven days a week.
- b. Schedule of Vacuum Truck receiving operations from 8AM to 5PM, Monday to Friday, constituting a 22-day operation per month.
- c. Provide one (1) Plant Supervisor, one (1) Plant Mechanic, One (1) Plant Operator, two (2) Plant Helpers, one (1) Laborer and one (1) Technical Support personnel who can be expected to be available at any emergency time and must monitor the plant operation at least once every two (2) weeks.
- d. Include Septage Treatment Plant operations, but not limited to:
 1. Maintain sufficient inventory levels such as PPE and safety devices, housekeeping tools and materials, chemicals, disinfection materials and cleaning agents at all times.
 2. Assure that the effluent and bio-solids are in compliance with the parameters required by DENR-EMB through monitoring of chemical analysis results.
 3. Maintain all equipment of the treatment facility in good running conditions.
 4. Record all activities, parameter results and chemical dosages for review by the MNWD Pollution Control Officer and/or Plant Engineer/Supervisor.
 5. Perform sludge bagging in the absence of truck for direct dumping.
 6. Assure one empty holding tank every morning from Mondays to Fridays.

7. Perform scheduled preventive maintenance and immediate repairs as necessary.
8. Perform daily routine system inspection.
9. Cleaning of Treatment plant premises.
10. Cleaning of potable water tank regularly to remove sediment accumulation.
11. Cleaning of process tanks for accumulated scum.
12. Maintain sufficient level of recycled water for use in operation.
13. Dispose of accumulated sludge cake to the dumping area designated by MNWD.
14. Ensure the operability of Potable Water and Recycled Water supply pumping system.
15. Perform jar testing prior to start of dewatering process to verify the polymer dosage.
16. Generate monthly report for submittal to the MNWD.
17. Reporting to MNWD for any issues that could affect the plant operation.
18. Dispose of all solid screenings to city sanitary landfill or other location as advised by MNWD.
19. Provide STP maintenance tools and equipment including but not limited to:
 - a. Portable submersible pump
 - b. Gas and fume extractor
 - c. Set of mechanical wrenches
 - d. Meager
 - e. Multi-tester
 - f. Set of electrical pliers and cutters

1.1.3 MONITORING. The Contractor shall ensure that the effluent quality parameters will comply with the effluent quality standards of DENR and in conformance to RA 9275: Philippine Clean Water Act of 2004. The Contractor shall monitor effluent parameters as specified in "ANNEX A", Table 3. Daily effluent monitoring shall be posted visible to all personnel involved in the Septage Treatment Plant facility. Monthly testing of wastewater effluent by an accredited DENR-EMB third party laboratory testing center shall be shouldered by the Contractor. A monthly summary report shall be submitted on the first week of the ensuing month of service rendered to the Pollution Control Officer and/or Plant Engineer/Supervisor for performance evaluation and discussion. The Contractor shall be liable for any fines, damages and penalties that may be imposed by DENR-EMB for violation or non-compliance with the aforementioned environmental law.

1.1.4 PERSONNEL. The Contractor shall ensure that all personnel are properly trained and maintain qualifications as specified in "ANNEX B" throughout the duration of the Service Contract, as required to operate the Septage Treatment Plant. All personnel are required to be at their respective work destination during operational days (Mondays to Fridays). Personnel leave of absence or official trips shall be properly coordinated with MNWD and be filed in advance for at least five (5) days in compliance with the MNWD internal policy. However, there are situations in which leave cannot reasonably be requested in advance, e.g.



unexpected illness or any emergency cases or untoward incidents, a leave maybe granted but a reliever should always be provided so as not to affect the normal operation. To keep the good quality of workmanship, the Contractor shall provide suitable tools and equipment necessary for SpTP operations.

1.1.5 SAFETY AND HEALTH. The Contractor shall ensure a safe and healthful working condition by providing facilities, devices and personal protective equipment for the personnel against all hazards in their work environment and is required to comply with occupational safety and health standards in the workplace.

- a. The Contractor shall provide Personal Protective Equipment to technical personnel assigned in compliance with the safety regulations inside the plant premises.
- b. The Contractor shall identify potential risks that may arise during the operation of SpTP including, but not limited to, treatment operation, maintenance and use of recycled water. The Contractor shall also provide necessary measures addressing risks, safety and health of all personnel.
- c. The Contractor shall provide necessary vaccines such as, but not limited to, **Anti-tetanus, Hepatitis A and Hepatitis B** to all personnel with exposure to the operation and maintenance of SpTP, health insurance and other minimum health requirements that may be required by DOLE. Such vaccines shall be administered to all personnel involved in SpTP operation prior to the date of assuming the SpTP operation and maintenance services. Copy of vaccination certificates shall be submitted to MNWD through Plant Engineer/Supervisor.
- d. The Contractor shall provide safety trainings/seminars such as, but not limited to, training/seminar on health, safety, hygiene, Confined Space Entry, HAZMAT, accidental spillage control and clean-up procedures to respective personnel directly involved in SpTP operation. Copies of trainings/seminars certificates shall be submitted to MNWD upon Post-Qualification Evaluation by the BAC.
- e. Any safety devices/equipment deficiency, safety incidents and nearmisses must be recorded and reported to MNWD through Plant Engineer/Supervisor.

1.1.6 CORRECTIVE MAINTENANCE / REPAIR LIMITATION. The below statements shall only be applicable upon expiration of warranty coverage of all Septage Treatment Plant equipment. Otherwise, all SpTP equipment/parts breakdown shall be of the Supplier's liability.

“All kinds of SpTP equipment breakdown that only needs repairment shall be repaired by the Contractor at no cost to the MNWD. On the other hand, for all kinds of SpTP equipment breakdown that needs unit/parts replacement (*disposables not included*), the MNWD shall shoulder the cost of replacement upon evaluation and approval of the latter. Once approved, the Contractor shall procure the equipment/parts and the MNWD shall be billed by the Contractor for the supply of such SpTP equipment/parts but the labor services/installation shall be at the expense of the Contractor. The billing shall be supported



by an itemized list of all equipment/parts replaced, showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turned-over to the MNWD. The Contractor shall provide maintenance report.”

1.1.7 SEPTAGE TREATMENT PLANT OPERATION AND MAINTENANCE COSTS.

The Contractor shall be responsible for the whole SpTP operation expenses of the following, but not limited to:

- a. Personnel salary, vaccines and trainings
- b. Personal Protective Equipment (PPE)
- c. Power and water utility bills
- d. Generator set fuel and consumable costs
- e. Laboratory analysis, chemicals, reagents and miscellaneous
- f. SpTP preventive maintenance costs
- g. Sludge disposal costs
- h. Permits: WDP, PTO, ESC, etc.
- i. Overhead and incidental expenses

1.1.8 EQUIPMENT EVALUATION AND INSPECTION.

All equipment in the Septage Treatment Plant shall be audited by the Contractor and counterchecked by the MNWD representative before assuming Operation and Maintenance services. All faulty equipment inspected during the audit shall be of the Supplier’s liability.

1.1.9 EMERGENCY AND TEMPORARY REMEDIAL CAPABILITIES.

The Contractor shall provide and operate portable submersible pumps and gas and fume extractor when required to accomplish emergency repairs and maintenance efforts. The Contractor shall have any necessary emergency pumps and accessories in place. Such emergency and temporary services shall be coordinated with MNWD through the Safety Officer, Pollution Control Officer and Plant Engineer/Supervisor and shall be accomplished using acceptable methods to avoid operational interruptions, accidental spillage, discharge, and to minimize system downtime.

1.1.10 CALIBRATION.

Measuring/monitoring equipment shall be calibrated by the Contractor as necessary to ensure accurate results of wastewater effluent parameter analyses. Flowmeters shall be calibrated within one (1) year from the previous calibration date. Certificate of Calibration of equipment must be updated and available at all times. Copy of such must be provided to the MNWD Pollution Control Officer and/or Plant Engineer/Supervisor. Necessary equipment calibration to be conducted by third party laboratory must also be made by the Contractor as applicable.

1.1.11 HAZARDOUS MATERIALS.

The Contractor shall provide the personnel adequate training such as, but not limited to, HAZMAT Handling Training. Material Safety Data Sheet (MSDS) must be available with the necessary chemicals to be used in SpTP operations. Copies of trainings/seminars certificates shall be submitted to MNWD upon Post-Qualification Evaluation by the BAC.

1.1.12 SLUDGE DISPOSAL. The Contractor shall dispose of the accumulated dewatered sludge at the dumping area designated by MNWD. The Contractor shall perform lime stabilization as applicable using hydrated lime, also known as calcium hydroxide [Ca(OH)₂] to help kill pathogens and condition the sludge to eliminate odors and prevent regrowth of pathogenic bacteria.

1.1.13 RECORDING AND REPORTING. The requirements for record keeping are applicable to all stages of septage management: desludging, transportation, treatment and disposal. Septage treatment information for recordkeeping may include, but not limited to the following:

- a. Volume of septage accepted in treatment facility;
- b. Volume of sludge generated and disposed;
- c. Volume of treated wastewater and effluent discharged;
- d. Maintenance activities;
- e. Inventory of tools, devices, chemicals, and spares;
- f. Laboratory analysis results;
- g. Electricity, fuel and water consumption; and
- h. Safety incidents, if any.

Copies of properly filled-out and completed documents should be given and reported to the MNWD Pollution Control Officer and/or Plant Engineer/Supervisor every first week of the ensuing month of service rendered for recordkeeping. The records should be retained for a minimum of five (5) years.

1.2 WASTEWATER CHARACTERISTICS

1.2.1 DESCRIPTION. Septage Treatment Plant is running at a volume capacity of 60 cubic meters per day. Septage sludge sources comes only from households, government institutions, commercial establishments (subject to inspection); and industrial sources (subject to inspection).

1.2.2 INFLUENT AND EFFLUENT. Attached herewith as "ANNEX A" are the parameters which shall be the basis for the Service Contract.

1.3 DESLUDGING OPERATION AND MAINTENANCE

1.3.1 DESCRIPTION. The Contractor shall provide all management, personnel, labor, fuel, chemicals, tools, materials, consumables and necessary equipment for the Septage Desludging and Hauling Operation, in accordance with the Service Contract. The Contractor shall also provide Preventive Maintenance and/or Corrective Maintenance services related to these operations.

1.3.2 OPERATION. The Contractor shall:

- a. Assure a minimum collection of 15,365 cu. m. of raw septage in a year.
- b. Regular schedule of vacuum truck hauling operations, 8 AM to 5PM, Monday to Friday.



- c. Provide minimum manpower of four (4) VT operators/drivers, four (4) VT helpers.
- d. Include the Septage desludging and hauling operation, but not limited to:
 - 1. Maintain the Vacuum Truck in good condition at all times.
 - 2. Maintain sufficient inventory levels such as PPE and safety devices, disinfection materials, cleaning agents and VT maintenance tools and equipment at all times.
 - 3. Perform vacuum operation in accordance with the MNWD Schedule.
 - 4. Monitor the Vacuum Pump condition during vacuuming operation.
 - 5. Perform routine inspection of the vacuum truck before going out for a trip.
 - 6. Assure that all necessary PPE, tools and safety equipment are available for use in the truck.
 - 7. Perform lime application to deodorize the septage during vacuuming whenever necessary.
 - 8. Perform weekly cleaning or as needed in order to maintain cleanliness of the vehicle.
 - 9. Perform scheduled preventive maintenance and immediate repairs as necessary.
 - 10. Perform daily routine vacuum pump system inspection.
 - 11. Cleaning of VT tank every week or as needed.
 - 12. Maintain sufficient amount of water for use in cleaning after vacuum operation.
 - 13. Generate monthly report for submittal to the MNWD.
 - 14. Reporting to Pollution Control Officer and/or Plant Engineer/Supervisor for any issues that could affect the septage desludging and hauling operation.

1.3.3 MONITORING. The Contractor shall monitor the truck condition including the fuel consumption, maintenance schedules, and efficiency of desludging using minimum in-between distances collection method. A monthly summary report shall be submitted on the first week of the ensuing month of service rendered to the MNWD Pollution Control Officer and/or Plant Engineer/Supervisor for performance evaluation and discussion.

1.3.4 PERSONNEL. The Contractor shall ensure that all technical personnel are properly trained and maintain qualifications as specified in "ANNEX B" throughout the duration of the Service Contract, as required to sludge vacuuming operation. All personnel are required to be at their respective work destination during operational days (Mondays to Fridays). Personnel leave of absence or official trips shall be properly coordinated with MNWD and be filed in advance for at least five (5) days in compliance with the MNWD internal policy. However, there are situations in which leave cannot reasonably be requested in advance, e.g. unexpected illness or any emergency cases or untoward incidents, a leave maybe granted but a reliever should always be



provided so as not to affect the normal operation. To keep the quality of workmanship, the Contractor shall provide suitable tools and equipment necessary for desludging operations.

1.3.5 SAFETY AND HEALTH. The Contractor shall ensure a safe and healthful working condition by providing facilities, devices and personal protective equipment for the personnel against all hazards in their work environment and is required to comply with occupational safety and health standards in the workplace.

- a. The Contractor shall provide proper Personal Protective Equipment to personnel assigned in desludging and disposal activities.
- b. The Contractor shall identify potential risks that may arise during the desludging, transport of sludge, sludge disposal and vacuum truck operation and maintenance activities. The Contractor shall also provide necessary measures addressing risks, safety and health of all personnel.
- c. The Contractor shall provide necessary vaccines such as, but not limited to, **Anti-tetanus, Hepatitis A and Hepatitis B** to all personnel involved in desludging, transport of sludge, sludge disposal and vacuum truck operation and maintenance activities, health insurance and other minimum health requirements that may be required by DOLE. Such vaccines shall be administered to all personnel involved in sepetage desludging, transport and disposal activities prior to the date of assuming the desludging operation and maintenance services. Copy of vaccination certificates shall be submitted to MNWD through Plant Engineer/Supervisor.
- d. The Contractor shall provide safety trainings/seminars such as, but not limited to, safety, health, hygiene, HAZMAT, accidental spillage control and clean-up procedures to respective personnel directly involved in desludging, transport of sludge, sludge disposal and vacuum truck operation and maintenance activities. Copies of trainings/seminars certificates shall be submitted to MNWD upon Post-Qualification Evaluation by the BAC.
- e. Any safety devices/equipment deficiency, safety incidents and near misses must be recorded and reported to MNWD through Pollution Control Officer and/or Plant Engineer/Supervisor.

1.3.6 CORRECTIVE MAINTENANCE / REPAIR LIMITATION. The below statements shall only be applicable upon expiration of warranty coverage of Vacuum Trucks. Otherwise, all vacuum trucks equipment/parts breakdown shall be of the Supplier's liability.

"All kinds of vacuum truck breakdown that only needs repairment shall be repaired by the Contractor at no cost to MNWD. On the other hand, for all kinds of Vacuum Truck breakdown that needs equipment/parts replacement (*disposables not included*), the MNWD shall shoulder the cost of replacement upon evaluation and approval of the latter. Once approved, the Contractor shall procure the equipment/parts and the MNWD shall be billed by the Contractor for the supply of the Vacuum Truck equipment/parts only but the labor services/installation shall be at the expense of the Contractor. The billing shall be supported by an itemized list of all equipment/parts replaced,



showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turned-over to the MNWD. The Contractor shall provide maintenance report.”

1.3.7 DESLUDGING OPERATION AND MAINTENANCE COSTS. The Contractor shall be responsible for the whole desludging operation expenses of the following, but not limited to:

- a. Personnel salary, vaccines and trainings
- b. Personal Protective Equipment (PPE)
- c. Fuel costs
- d. Vacuum trucks preventive maintenance costs
- e. Consumables costs
- f. Vacuum Trucks registration renewals and insurance
- g. Permit To Transport
- h. Overhead and incidental expenses

1.3.8 VACUUM TRUCK EVALUATION AND INSPECTION. All Vacuum Truck Units shall be audited by the Contractor and counterchecked by MNWD representative before assuming Operation and Maintenance services. All faulty equipment/parts inspected during the audit shall be of the Supplier’s liability.

1.3.9 EMERGENCY AND TEMPORARY REMEDIAL CAPABILITIES. The Contractor shall perform extended desludging and hauling operations including on holidays and weekends to complement any delay on desludging schedules in the event a vacuum truck is inoperable due to repair, inclement weather, holidays and fortuitous events. This will be at no additional cost to the MNWD. Such emergency and temporary services shall normally be coordinated with MNWD through Pollution Control Officer and/or Plant Engineer/Supervisor and shall be accomplished using necessary methods to avoid vacuum operational interruptions.

1.3.10 HAZARDOUS MATERIALS. The Contractor shall provide the personnel adequate training such as, but not limited to, HAZMAT Handling Training. Material Safety Data Sheet (MSDS) must be available with the necessary chemicals to be used in desludging operation. Copies of trainings/seminars certificates shall be submitted to MNWD upon Post-Qualification Evaluation by the BAC.

1.3.11 RECORDING AND REPORTING. The requirements for record keeping are applicable to all stages of septage management: desludging, transportation, treatment and disposal. Desludging information for recordkeeping may include, but not limited to the following:

- a. Desludging schedule;
- b. Pumping activity and volume of septage desludged;
- c. Filled out manifest forms with notes about deficiencies of the septic tank, i.e., wall cracks, “bottomless”, improper manholes or access

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- ports, etc. as the homeowner will need this information for making any required upgrades;
 - d. Inventory of tools, devices and consumables;
 - e. Fuel consumption;
 - f. Vacuum truck maintenance;
 - g. Safety incidents such as accidental spillage, if any; and
 - h. Volume of septage delivered at treatment facility.

Copies of properly filled-out and completed documents should be given and reported to the Pollution Control Officer and/or Plant Engineer/Supervisor every first week of the ensuing month of service rendered for recordkeeping. The records should be retained for a minimum of five (5) years.

2.0 ECONOMICS

For and in consideration of the faithful performance by the Contractor (based on Articles "1.0", Annex "A" and "ANNEX B"), the MNWD agrees to pay the monthly billing in accordance to the amount stated in the Service Contract executed by and between the MNWD and Contractor, payable through monthly billing and shall commence on the month ensuing the month of actual delivery of the services until the month ensuing the month of End of Contract.

3.0 PAYMENT TERMS

- 3.1** The basis for billing shall be the current volume of septage registered from the flowmeter of the Septage Acceptance Unit corresponding to the amount per unit volume stated in the Service Contract.
- 3.2** The Contractor shall issue an invoice every first week of the following month of rendered. The MNWD shall render corresponding payment to the Contractor within fifteen (15) working days upon receipt thereof. Approved Monthly Report and other supporting documents, if any, of the related month shall be attached to the invoice upon submission.
- 3.3** Monthly regular meeting is required to be attended by the Contractor's Plant Supervisor and/or Project Manager and MNWD's Plant Engineer/Supervisor to be held every first week of the following month of service rendered as requirement for the approval of the monthly billing.

4.0 ELIGIBILITY REQUIREMENTS / QUALIFICATION OF BIDDER

- 4.1** The Bidder shall have at least five (5) years of experience operating and maintaining a Septage Treatment Facility for a Philippine water district or for a local government unit.
- 4.2** The Bidder should have already completed at least one (1) cycle of septage collection and treatment as certified by the LGU or by a water district.



- 4.3 The Bidder should have constructed and operated at least one (1) Septage Treatment Facility that has complied to DAO 2016-08 standards for at least twelve (12) months, as testified by effluent laboratory results from a DENR-EMB accredited laboratory.
- 4.4 The Bidder should have an ISO 9001:2015 and ISO 14001:2015 or at least documentations/proofs from the certifying body that these ISO certifications are work in progress. The Contractor must submit the same to the Bids and Awards Committee (BAC) prior to the execution of Service Contract. Non-compliance to the abovementioned will be a ground for disqualification.

5.0 COMPLIANCE TO THE QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEMS

The Contractor must be **ISO 9001:2015 - Quality Management System** and **ISO 14001:2015 - Environmental Management System** certified, or bearing proofs/documentation from the certifying body testifying that the aforementioned ISO certifications are work in progress. The Contractor should also facilitate the implementation of these programs.

6.0 STANDARD OF PERFORMANCE

The Contractor shall perform the services and carry out its obligations under the Agreement with due diligence, competence, skill, efficiency and economy and shall observe sound management and practices; employ appropriate and advanced technology; safe and effective equipment. The Contractor, as part of its contractual services, shall always act in respect of any matter relating to the Service Contract.

7.0 REPRESENTATION AND WARRANTIES

- a. Each of the Parties represents and warrants that they have respective legal personality and is duly authorized to enter into the Agreement.
- b. Each of the Parties certifies that there is no court order prohibiting them from entering into or performing the obligations under the Agreement.
- c. Each of the Parties certifies that they have not entered into and will not enter into any side agreements or confidential agreements with any individual or company which is or will be prejudicial to or in conflict with the obligations under the Agreement.

8.0 COMMON PROVISIONS

- 8.1 PRETERMINATION.** Either party may pre-terminate the Service Contract for any violation by the other of the terms and conditions herein set forth without need of court action, provided that a written notice of said pre-termination shall be given to the other party at least thirty (30) days before the effective date thereof.
- 8.2 EXTENSION.** The Service Contract may be extended after end of existing contract, subject to the parties' agreeing terms and conditions thereof.



9.0 OTHER TERMS AND CONDITIONS

9.1 PETTY CASH. The Contractor shall provide ready cash amounting to **TEN THOUSAND PESOS (PhP 10,000.00)** per week as emergency fund for any possible expenditures that might be incurred due to:

- a. Purchase of item or material for minor corrective maintenance and emergency repair.
- b. Purchase of office supply and other materials that will be used for recording and filing of documents for the desludging and treatment plant operations.
- c. Purchase of materials for operation to anticipate any foreseeable delay in the operation that might cause by running out of stock.

10.0 CONTRACT PERFORMANCE EVALUATION. Overall performance based on contract deliverables shall be evaluated which will include the equipment performance, process performance, staff performance and safety performance based on the criteria set forth by both parties. The performance evaluation shall be evaluated by MNWD personnel in-charge every quarter and shall be properly communicated to each concerned party.

11.0 PERSONNEL ASSIGNMENT

11.1 The Contractor shall provide manpower requirements.

11.2 The Contractor shall provide personnel who possess the required qualifications and experience suitable to the positions as specified in “ANNEX B”, having correct discipline for the function or duty to be performed, physically and mentally fit, and of good moral character.

11.3 Assignment of Personnel – The Contractor shall assign its personnel as MNWD deem proper under the Service Contract. The Contractor maintains administrative control and supervision over its personnel, however, the Contractor hereby authorizes the MNWD to give direct instructions to the personnel assigned during their term of duty and such exercise of power by the MNWD shall not be deemed as relinquish of power by the Contractor as the Employer of the said personnel.

11.4 Shuffling of Personnel – The Contractor shall initiate the shuffling of manpower as deemed necessary based on their experience, capability and knowledge.

11.5 Removal or Replacement of Personnel – The Contractor hereby reserves the right to conduct immediate replacement of any of the assigned personnel of the Contractor who, in its opinion, are found wanting in competency, honesty, and integrity or whose continued stay or service would be prejudicial to the best interest of the MNWD. This shall be properly reported to MNWD through the Plant Engineer/Supervisor.

11.6 Leave and Absences - In case of absence, through illness or any reason, the Contractor must notify the MNWD as soon as possible in all cases where a member of the staff is unable to attend at the place of work. A reliever must fill in his position to prevent disruption in the plant’s operation. For planned leave,



personnel must notify and submit leave form, and the Contractor must fill in temporarily the vacant position. This shall be properly communicated to MNWD through the Plant Engineer/Supervisor.

11.7 Duty not to Accept Payments – The Contractor shall ensure that all the assigned personnel shall not collect or accept payment from the customers and instead advise them to make the payment to the MNWD’s designated payment centers. The Contractor shall immediately replace any of the assigned personnel found to have received/accepted payment from customers and found to have committed offenses that are similar thereof or offenses classified as just causes for termination under the Labor Code of the Philippines. Arising of this kind of activity shall be properly reported to MNWD through the Plant Engineer/Supervisor.

11.8 Liability of the Contractor - All liabilities arising out of the utilization by the Contractor of any and all personnel in fulfillment of its obligations under the Agreement shall be the sole responsibility of the Contractor and shall hold the MNWD free and harmless from any such liabilities.

12.0 LIABILITY OF THE CONTACTOR. The Contractor shall be liable to MNWD for the performance of the service and the prescribed rules in accordance with the provisions set forth in the Service Contract, subject to the following limitations:

12.1 The Contractor shall not be liable for any damage or injury caused by or arising out of the act, negligence, default or omission of any persons other than the Contractor or its Personnel; and

12.2 The Contractor shall not be liable for any loss or damage caused by or arising out of fortuitous events.



“ANNEX A”

Table 1: Design Flow

Design Flow	Design Capacity
Average Flow	60m ³ /day
Maximum Flow	180m ³ /day

Table 2: Septage Influent Characteristics

Parameter	Unit	Concentration Range
BOD	mg/L	5,000 (maximum)
COD	mg/L	15,000 to 20,000
Oil and Grease	mg/L	1,000 to 1,500
Moisture Content	%	95 to 98
TSS	mg/L	10,000 to 40,000
Ammonia-N	mg/L	500 to 700

**Note: Estimated characteristics of septage from MNWD service area.*

Required Treatment Plant Performance Requirements/Efficiencies

1. The SpTP plant shall produce dewatered sludge (cake) within an average DS content range of 15 to 20%.
2. The SpTP shall produce an effluent conforming to ALL national government standards (i.e., for Class C Inland Water). Some effluent limits in the DENR Administrative Order no.2016- 08 are shown in Table 3 below.

Table 3: Effluent Quality

Parameter	Units	Effluent Limits
5-day 20°C BOD	mg/L	50
COD	mg/L	100
Color	TCU	150
Surfactants (MBAS)	mg/L	15
Oil and Grease	mg/L	5
pH	-	6.0 – 9.5
TSS	mg/L	100
Fecal Coliform	MPN/100 ml	400
Total Coliform	MPN/100 ml	10,000
Ammonia	mg/L	0.50
Phosphate	mg/L	1.0
Nitrate	mg/L	14

“ANNEX B”

PERSONNEL REQUIREMENTS

POSITION	NO. OF PERSONNEL	WORK EXPERIENCE	OTHER REQUIREMENTS
Plant Supervisor	1	Four (4) years of work experience in a Septage Treatment Plant One (1) year of work experience as a supervisor in a Septage Treatment Plant	Resume and NBI Clearance Certificate of Employment PCO Accreditation Training: IH&S, Confined Space Entry, HAZMAT, Spillage Control
Plant Mechanic	1	Two (2) years of relevant work	Resume and NBI Clearance Certificate of Employment NC II certification (SMAW, Power Tools Operation, Auto or Diesel Mechanic) Training: IH&S, Confined Space Entry, HAZMAT, Spillage Control
Plant Operator	1	One (1) year of work experience as Plant Operator in SpTP	Resume and NBI Clearance Certificate of Employment Training: IH&S, Confined Space Entry, HAZMAT, Spillage Control
Plant Helper	2	None	Resume and NBI Clearance Training: SpTP Operation, IH&S, Confined Space Entry, HAZMAT, Spillage Control
VT Operator/Driver	4	One (1) year of work experience as VT Operator/Driver	Resume and NBI Clearance Certificate of Employment Driver's License Restriction Code: 3 Training: IH&S, Confined Space Entry, HAZMAT, Spillage Control
VT Helper	4	None	Resume and NBI Clearance Training: Desludging Operation, IH&S, Confined Space Entry, HAZMAT, Spillage Control
Laborer (Sludge Hauling)	1	None	Resume and NBI Clearance At least 18 years of age
Technical Support	1	Five (5) years of work experience as Supervisor/Manager, Process Engineer or Chemist in SpTP or similar industry	Resume and NBI Clearance Certificate of Employment Training: IH&S, Confined Space Entry, HAZMAT, Spillage Control

TOTAL: 15

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (e) 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**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Statement of Manpower Requirements:
 1. Resume or Curriculum Vitae;
 2. Copies of Vacuum Truck Operators' Driver's Licenses;
 3. Copies of Trainings attended by Personnel, if available; **and**
- (j) Organizational Chart; **and**
- (k) ISO 9001:2015 and ISO 14001:2015 Certification as specified in the TOR, Section 4.4; **and**

- (l) Certification from WD or LGU testifying Five (5) years of experience in STP and VT Operation and Maintenance; **and**
- (m) Certification from WD or LGU testifying a one (1) cycle completion of STP and VT Operation and Maintenance Contract; **and**
- (n) List of STP electrical/mechanical maintenance equipment/device and tools owned; **and**
- (o) 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

- (p) The Supplier's audited financial statements, showing, among others, the Supplier'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**
- (q) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (r) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or**
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (s) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (t) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

