

# **PHILIPPINE BIDDING DOCUMENTS**

Republic of the Philippines

# **PROCUREMENT OF GOODS**

**First Edition  
May 2025**

## Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through [*Competitive Bidding, Limited Source Bidding, Competitive Dialogue,<sup>1</sup> or Unsolicited Offer with Bid Matching<sup>2</sup>*] have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution<sup>3</sup> in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, such as track record to be determined by the Head of the Procuring Entity (HoPE); (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in **Error! Reference source not found.**

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing **Error! Reference source not found.** where the information is useful for the Bidder. 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 Project.
- b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, 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. The Bidding Documents should not contain footnotes except **Error! Reference source not found.** since these provide important guidance to Bidders.

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<sup>1</sup> For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

<sup>2</sup> For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.

<sup>3</sup> Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- d) The cover page should be modified as required to identify the Bidding Documents and date of issue.
- e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.
- f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.



# PROCUREMENT OF GOODS

OUTSOURCING OF OPERATION AND  
MAINTENANCE OF MNWD'S ONE HUNDRED CUBIC  
METER PER DAY SEPTAGE TREATMENT FACILITY  
AND SEVEN SEPTIC SLUDGE VACUUM TRUCKS

(GOODS 2026-002)

(J.R. NO. 26-02-020)

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## ***Glossary of Acronyms, Terms, and Abbreviations***

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGUs – Local Government Units.

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous and Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated and Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

## ***Definition of Terms***

**Bid** – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

**Bidder** – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

**Bidding Documents** – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

**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.

**Contract Price** - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**Effective Date of the Contract** – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

**Foreign-funded Procurement or Foreign-Assisted Project** – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

**Framework Agreement** – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

**Goods** – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

**MARB** – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the 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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **Section I. Invitation to Bid**

### **Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB, and the website prescribed by the foreign government/foreign or international financing institution, if applicable.
- b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid, should also indicate the following:

- a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for 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 from the last day of publication of the Invitation to Bid;
- d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and
- e) The bid award criterion/criteria (e.g., the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.

**INVITATION TO BID FOR  
OUTSOURCING OF OPERATION AND MAINTENANCE OF MNWD'S  
ONE HUNDRED CUBIC METER PER DAY SEPTAGE TREATMENT  
FACILITY AND SEVEN SEPTIC SLUDGE VACUUM TRUCKS**

- 1) The METROPOLITAN NAGA WATER DISTRICT (MNWD) through its approved Corporate Budget intends to apply the sum of **TWENTY MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND NINETY-SEVEN PESOS AND 21/100 (Php 20,497,097.21)** only, being the Approved Budget for the Contract (ABC) to payments under the contract for the **OUTSOURCING OF OPERATION AND MAINTENANCE OF MNWD'S ONE HUNDRED CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND SEVEN SEPTIC SLUDGE VACUUM TRUCKS, PROJECT NO. GOODS 2026-002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The *MNWD* now invites bids for the above Procurement Project. Delivery of the Goods is required by **WITHIN ONE (1) YEAR SERVICE AGREEMENT**. Bidders should have completed, at least **two (2) years** from the date of submission and receipt of bids, contracts 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 competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR of RA No. 12009.

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 No. 5183.

- 4) Interested Bidders may obtain further information from MNWD and inspect the Bidding Documents at the address given below from 8:00 AM - 12:00 NN & 1:00 PM - 5:00 PM.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders starting on **FRIDAY, MARCH 5 TO MARCH 24, 2026** 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 **FIVE THOUSAND PESOS (Php 5,000.00)** only.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids. Kindly present the service invoice or email a copy of the bank deposit slip to the MNWD BAC.

- 6) The *MNWD* will hold a Pre-Bid Conference on **MARCH 12, 2026, 1:30 P.M.** at 2<sup>nd</sup> Floor, Conference Room, MNWD Building, 40 Miranda Avenue, Concepcion Pequeña, Naga City and/or through video conferencing via Zoom, 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. Kindly send your letter to:

**MR. JON LOUIE A. SANCHEZ**

BAC Chairperson

E-mail address: mnwdbac@yahoo.com

- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below, on or before **MARCH 24, 2026 at 12:00 N.N.** Late bids shall not be accepted.
- 8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 9) Bid opening shall be on **MARCH 24, 2026, 1:30 P.M.** at the given address below. and/or via Zoom Video Conference. 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 Section 70 of R.A. No. 12009, without 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 Miranda Avenue, Concepcion Pequeña, Naga City

Email Address: mnwdbac@yahoo.com

Website Address: [mnwd.gov.ph](http://mnwd.gov.ph)

- 12) You may visit the following websites:

For downloading of bidding documents and forms, please visit the [Philippine Government Electronic Procurement System \(PhilGEPS\) website](#) or [Government Procurement Policy Board \(GPPB\) website](#).

*March 5, 2026*

**JON LOUIE A. SANCHEZ**  
Chairperson  
Bids and Awards Committee

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

### **Notes on the Instructions to Bidders**

This Section of the Bidding Documents 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.

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

Matters governing performance of the Supplier, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

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## **A. General**

### **1) Scope of Bid**

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

### **2) Source of Funds**

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for this Project to cover eligible payments under the contract.

### **3) Corrupt, Fraudulent, Collusive, and Coercive Practices**

- 3.1 Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
  - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
    - i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
    - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
    - iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
    - iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their

participation in a procurement process, or affect the execution of a contract;

v) “obstructive practice” is

a) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

#### 4) **Conflict of Interest**

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) and (f) below:

a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;

b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
  - e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
  - f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
  - b) In the case of partnerships, to the partnership itself and its partners;
  - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
  - d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
  - e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

## 5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or sole proprietorships;
  - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - d) Cooperatives duly organized under the laws of the Philippines; and
  - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
  - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - c) When the Goods sought to be procured are not available from local suppliers; or
  - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
- b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the Bidding Documents the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

5.6 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

## 6) Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in **Error! Reference source not found.**, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder was responsible for the following:

- a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with the responsibility to inquire, or secured the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:
  - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.
 

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
  - ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the Work Stoppage Order; and

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 7) **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

## 8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

## B. Contents of Bidding Documents

### 9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.  
  
The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.
- 9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### 10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

## **C. Preparation of Bids**

### **11) Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

### **12) Documents Comprising the Bid: Technical and Financial Components**

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
  - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) Statement 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**. For foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
- b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

### 13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
  - 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 the **BDS**.
- b) For Goods offered from abroad:
  - i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery 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, listed in the **BDS**.
- c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

#### 14) Bid Currencies

- 14.1 Prices shall be quoted in the following currencies:

- a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.<sup>4</sup>

- 14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

#### 15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

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<sup>4</sup> RA No. 8183, Act to assure uniform value of Philippine coin and currency

**16) Bid Security**

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank.  <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank.  <i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.
- a) if a Bidder:
- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
  - ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
  - iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
  - iv) Submits eligibility requirements containing false information or falsified documents;
  - v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
  - vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
  - vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB, Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
  - viii) Refuses or fails to post the required performance security within the prescribed time;
  - ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
  - xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- b) If a winning Bidder:
  - i) Fails to sign the contract in accordance with ITB Clause 30;
  - ii) Fails to furnish performance security in accordance with ITB Clause 31; or
  - iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

## 17) Format and Signing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Error! Reference source not found.** on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## 18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
  - a) contain the name of the contract to be bid in capital letters;
  - b) bear the name and address of the Bidder in capital letters;
  - c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
  - d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

- e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **19) Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

### **20) Late Bids**

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder’s name, its representative, and the time the late bid was submitted.

### **21) Modification and Withdrawal of Bids**

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a “modification” of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **22) Opening and Preliminary Examination of Bids**

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
  - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
  - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for MAB shall be opened.
- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of

preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.
- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **23) Process to be Confidential**

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

### **24) Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid that is not in response to the request of the Procuring Entity shall not be considered.

### **25) Domestic Preference**

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials,

or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).
- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
  - a) Where domestic production is insufficient or unavailable in the required commercial quantities;
  - b) Where the specific or desired quality is not met;
  - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
  - d) Other analogous circumstances.

## **26) Detailed Evaluation and Comparison of Bids**

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and Most Advantageous Bid (MAB).
- 26.3 The award criterion shall be determined as follows:
  - a) For LCB
    - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
    - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the Lowest Calculated Bid.

- b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
  - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
  - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
  - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
  - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- c) For MAB
  - i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
  - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

## 27) Post-Qualification

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

- 27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB—and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, SCRB, SEARB, or SARB.
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

## **28) Reservation Clause**

- 28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject

any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.
- b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
- b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
- c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

## **F. Award of Contract**

### **29) Contract Award**

- 29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.
- 29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB,

SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

- a) Submission of the following documents:
  - i) Valid JVA, if applicable; or
  - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
- b) Posting of the performance security in accordance with ITB Clause 31; and
- c) Signing of the contract as provided in ITB Clause 30.

29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### **30) Signing of the Contract**

30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.

30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.

30.3 The following documents shall form part of the contract:

- a) Contract Agreement;
- b) Bidding Documents;
- c) 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;
- d) Performance Security;
- e) Notice of Award of Contract; and
- f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **31) Performance Security**

31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the

contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

31.2 Sectors enumerated under Section 76.1<sup>5</sup> of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a) Cash or Cashier's or Manager's check issued by a bank.  <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

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<sup>5</sup> Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

- a) Farmers, as certified by the Department of Agriculture (DA);
- b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
- c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
- d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
- e) Microenterprises and social enterprises as certified by the MSMED Council;
- f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
- g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
- h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

**32) Notice to Proceed**

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**33) Protest Mechanism**

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

### ***Section III. Bid Data Sheet***

#### **Notes on the Bid Data Sheet**

Section III is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity; including the procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

## Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b>METROPOLITAN NAGA WATER DISTRICT</b>.</p> <p>The Project title is <b>OUTSOURCING OF OPERATION AND MAINTENANCE OF MNWD's ONE HUNDRED CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND SEVEN SEPTIC SLUDGE VACUUM TRUCKS</b></p> <p>The identification number of the Contract is <b>GOODS 2026-002</b>.</p>
1.2	The number of lot(s): <b>1</b>
2	<p>The Funding Source is:</p> <p style="padding-left: 40px;">2.1 The GoP through the source of funding as indicated below for <b>Fiscal Year 2026</b>.</p> <p style="padding-left: 40px;">2.2 The source of funding is the Corporate Operating Budget.</p>
3.1	No further instructions.
5.2	Not Applicable
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed <b>AT LEAST ONE (1) YEAR OF SIMILAR PROJECT WITHIN FIVE (5) YEARS</b> prior to the deadline for the submission and receipt of bids.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.4	Not Applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on <b>March 12, 2026, 1:30 P.M.</b> at 2 <sup>nd</sup> Floor, Conference Room, MNWD Building, 40 Miranda Avenue, Concepcion Pequeña, Naga City 4400, and through video-conferencing/webcasting via Zoom.
10.1	<p>The Procuring Entity's address is:</p> <p><b>METROPOLITAN NAGA WATER DISTRICT,</b> 40 Miranda Avenue, Concepcion Pequeña, Naga City 4400</p> <p>Contact Person: <b>JON LOUIE A. SANCHEZ</b>, BAC Chairperson</p> <p>Email Address: <a href="mailto:mnwdbac@yahoo.com">mnwdbac@yahoo.com</a> Website: <a href="http://www.mnwd.gov.ph">www.mnwd.gov.ph</a></p>
12.4	The ABC is <b>TWENTY MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND NINETY-SEVEN PESOS AND 21/100 (Php 20,497,097.21)</b>

	only. Any bid with a financial component exceeding the amount shall not be accepted.
13.1(a)(iv)	No incidental services are required
13.1(b)(i)	The price of the Goods shall be quoted DDP FOB MNWD, NAGA CITY or the applicable International Commercial Terms (INCOTERMS) for this Project.
13.1(b)(ii)	No incidental services are required.
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
14.3	Payment shall be made in Philippine Peso.
15.1	Bids will be valid for <b>One Hundred Twenty (120) days</b> from bid opening.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and any of the following: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>FOUR HUNDRED NINE THOUSAND NINE HUNDRED FORTY-ONE PESOS AND 94/100 (Php 409,941.94)</b> only [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>ONE MILLION TWENTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-FOUR PESOS AND 86/100 (Php 1,024,854.86)</b> only [5% of ABC] if bid security is in Surety Bond.</li> </ul>
16.2	The Bid Security shall be valid until <b>One Hundred Twenty (120) days</b> .
16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used: <ul style="list-style-type: none"> <li>a) Cash or Cashier's or Manager's Check issued by a Bank.</li> <li>b) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local Bank, if issued by a foreign bank.</li> <li>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</li> </ul>
19	The address for the submission of Bids is 1 <sup>st</sup> Floor, Administrative Services Department, 40 J. Miranda Avenue, Naga City.

	The deadline for the submission of Bids is <b>MARCH 24, 2026 at 12:00 N.N.</b>
22.1	The place of the bid opening is <i>2<sup>nd</sup> Floor, Conference Room, Metropolitan Naga Water District, 40 Miranda Avenue, Concepcion Pequeña, Naga City 4400.</i>  The date and time of bid opening is <b>MARCH 24, 2026 at 1:30 P.M.</b>
22.2(b)	Not applicable.
25.7	No further instructions.
26.3(b)(i)	Not applicable.
26.3(b)(iii)	Not applicable.
26.3(c)(i)	Not applicable.
26.5(a)	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <p><b>Grouping and Evaluation of Lots –</b></p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i></p> <p><i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p><i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i></p>
26.5(b)	Arithmetical correction is allowed.
26.6	No further instructions.
27.1	The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law.
30.3(f)	No additional requirements.
31.2	Posting Performance Securing Declaration in lieu of performance security may be allowed in this Project.

31.3

The Performance Security shall be in the form:

The amount of not less than **SIX MILLION ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED TWENTY-NINE PESOS AND 16/100 (Php 6,149,129.16)** only, if performance security is Surety Bond.

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

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## 1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site," where applicable, means the place or places named in the **SCC**.

## 2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

## 3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

## 4) Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

## 5) Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC**.

## 6) Scope of Contract

- 6.1 The Goods to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## 7) Subcontracting

- 7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.
- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
    - i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
    - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
  - b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
  - c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
  - d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
  - e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
  - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
  - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

**8) Procuring Entity’s Responsibilities**

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

**9) Prices**

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

**10) Advance Payment**

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
  - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a procuring entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
  - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a “State of Calamity” has been declared by appropriate authorities; and
  - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in Section VIII. PBD Related Forms.
- b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

## 11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

**12) Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

**13) Performance Security**

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity, but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

- a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
- b) The Supplier has no pending claims for labor and materials filed against it; and
- c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

**14) Use of Contract Documents and Information**

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

## 15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

## 16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Section VII. 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

## 17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
  - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
  - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

## **18) Delays in the Supplier's Performance**

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

## **19) Liquidated Damages**

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

## **20) Settlement of Disputes**

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of alternative dispute resolution which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the Other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

## 21) Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

## 22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

## 23) Termination Due to Force Majeure

- 23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate the contract and impose liquidated damages when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under the contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

## 24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

## 25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause 3.1;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

## 26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
  - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
  - ii) The extent of termination, whether in whole or in part;
  - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
  - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of the IRR.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
  - i) To have any portion delivered or performed and paid at the contract terms and prices; or
  - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

**27) Assignment of Rights**

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

**28) Amendment to Order**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

**29) Application**

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

## ***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.

The provisions of this Section 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 Section IV must be incorporated.
- b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is <b>METROPOLITAN NAGA WATER DISTRICT.</b>
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	<p>The Funding Source is:</p> <p>2.1 The GoP through the source of funding as indicated below for <b>Fiscal Year 2026.</b></p> <p>2.2 The source of funding is the Corporate Operating Budget.</p>
1(d)	The Project sites are defined in Section VI. Schedule of Requirements.
2	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><b>METROPOLITAN NAGA WATER DISTRICT</b> 40 Miranda Avenue, Concepcion Pequeña, Naga City 4400</p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>.</p>
5.2	No further instructions.
6.2	<p><b>Delivery and Documents</b></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><i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS." (DAP)</i></p> <p><i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered FOB 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."</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p>

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity:

- i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii) Delivery receipt/note, railway receipt, or truck receipt;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported Goods);
- vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For Goods supplied from abroad:*

Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported Goods);
- vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is **JON LOUIE A. SANCHEZ**, Department Manager of Administrative Services Department.

### **Incidental Services**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a) performance or supervision of onsite assembly and/or startup of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

### **Spare Parts**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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:
  - 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.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of **one (1) year**.

Other spare parts and components shall be supplied as promptly as possible, but in any case, within twelve (12) months of placing the order.

### **Packaging**

The Supplier shall meet packaging standards for Goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the Goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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 Hazardous Chemical classifications

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. Otherwise, the packaging list is to be placed outside the secondary packaging.

### **Insurance**

The Supplier shall fully insure the Goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the Goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

### **Transportation**

The Supplier shall arrange and pay for the delivery of the Goods, with the cost included in the Contract Price. When required under this Contract to deliver the Goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the Goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.

The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site.

The Goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the Goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the Goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the Goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23.

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 ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.

### **Patent Rights**

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.

10.3	Maintain the GCC Clause
11.4	Not applicable.
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	None.
17.3	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>The period for correction of defects in the warranty period is within <b>One (1) year</b> from the receipt of Notice.</p>
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	No further instructions.

## **Section VI. Schedule of Requirements**

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Total Cost per account	Delivery Schedule
<b>A. SEPTAGE COLLECTION</b>				
1.	PERSONNEL SALARY	14,606 accounts		<b>WITHIN ONE (1) YEAR SERVICE AGREEMENT</b> upon receipt of the Approved Notice to Proceed at <b>Metropolitan Naga Water District</b>
2.	VACUUM TRUCKS (FUEL, OIL AND LUBRICANTS)	14,606 accounts		
3.	PERSONNEL WELFARE (PPE AND VACCINES)	14,606 accounts		
4.	REPAIRS AND MAINTENANCE	14,606 accounts		
5.	RENTAL FEE (2 VACUUM TRUCKS PROVIDED BY THE CONTRACTOR)	14,606 accounts		
<b>B. SEPTAGE TREATMENT AND DISPOSAL OPERATION</b>				
1.	PERSONNEL SALARY	14,606 accounts		<b>WITHIN ONE (1) YEAR SERVICE AGREEMENT</b> upon receipt of the Approved Notice to Proceed at <b>Metropolitan Naga Water District</b>
2.	GENERATOR SET (FUEL, OIL AND LUBRICANTS)	14,606 accounts		
3.	PERSONNEL WELFARE (PPE, VACCINES AND CONSUMABLES)	14,606 accounts		
4.	CHEMICALS, REAGENTS AND DEWATERING SACKS	14,606 accounts		
5.	UTILITIES (ELECTRICITY AND WATER)	14,606 accounts		
6.	LABORATORY TESTS	14,606 accounts		
7.	REPAIRS AND MAINTENANCE	14,606 accounts		
TOTAL				

## **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) 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.

Prudence must be exercised 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 shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as

part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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 <sup>1</sup> Compliance
1.	<p><b>OUTSOURCING OF OPERATION AND MAINTENANCE OF MNWD’s ONE HUNDRED CUBIC METER PER DAY SEPTAGE TREATMENT FACILITY AND SEVEN (7) SEPTIC SLUDGE VACUUM TRUCKS, 1 LOT</b></p> <p><b>A. SEPTAGE COLLECTION</b></p> <ol style="list-style-type: none"> <li>1. PERSONNEL SALARY, 14,606 accounts</li> <li>2. VACUUM TRUCKS (FUEL, OIL AND LUBRICANTS), 14,606 accounts</li> <li>3. PERSONNEL WELFARE (PPE AND VACCINES), 14,606 accounts</li> <li>4. REPAIRS AND MAINTENANCE, 14,606 accounts</li> <li>5. RENTAL FEE (2 VACUUM TRUCKS PROVIDED BY THE CONTRACTOR), 14,606 accounts</li> </ol> <p><b>B. SEPTAGE TREATMENT AND DISPOSAL OPERATION</b></p> <ol style="list-style-type: none"> <li>1. PERSONNEL SALARY, 14,606 accounts</li> <li>2. GENERATOR SET (FUEL, OIL AND LUBRICANTS, 14,606 accounts</li> <li>3. PERSONNEL WELFARE (PPE, VACCINES AND CONSUMABLES), 14,606 accounts</li> <li>4. CHEMICALS, REAGENTS AND DEWATERING SACKS, 14,606 accounts</li> <li>5. UTILITIES (ELECTRICITY AND WATER), 14,606 accounts</li> <li>6. LABORATORY TESTS, 14,606 accounts</li> <li>7. REPAIRS AND MAINTENANCE, 14,606 accounts</li> </ol> <p style="text-align: center;">**Please see attached Terms of Reference</p>	

<sup>1</sup> 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 Miranda Avenue, Naga City

**TERMS OF REFERENCE**

**FOR THE OUTSOURCING OF THE OPERATION AND MAINTENANCE OF  
METROPOLITAN NAGA WATER DISTRICT'S ONE HUNDRED (100) CUBIC  
METER PER DAY SEPTAGE TREATMENT FACILITY AND SEVEN (7) SEPTIC  
SLUDGE VACUUM TRUCK**

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**VACUUM TRUCK FLEET:** 4 units - 5 m<sup>3</sup>  
3 units - 10 m<sup>3</sup>

**Target no. of Volume:** 100 m<sup>3</sup>/day  
1,817 m<sup>3</sup>/mo.  
21,800 m<sup>3</sup>/yr.

**Target no. of Accounts:** 67 accts./day  
1,217 accts./mo.  
14,606 accts./yr.

**Operational Days per year: 218 days**

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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 ONE HUNDRED (100) CUBIC**  
**METER PER DAY SEPTAGE TREATMENT FACILITY AND SEVEN (7) 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 218 days operation per year.
- c. Provide one (1) Plant Supervisor, one (1) Plant Mechanic, one (1) Plant Operator, six (6) Plant Helpers, one (1) Laboratory Aide, 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 near miss must be recorded and reported to MNWD through Plant Engineer/Supervisor.

**1.1.6 CORRECTIVE MAINTENANCE / REPAIR LIMITATION.**

“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.”

**\* Disposables/Consumables – These includes those materials, devices, machineries and equipment that are replaceable in nature and demands as specified in “ANNEX C”, Table 1. In terms of the submersible motor, it must be replaced if found defective or worn out.**

**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. 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 MNWD’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)<sub>2</sub>] 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 100 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 of **14,168** accounts of Household to serve and desludge in a year.
- b. Operate the MNWD's existing five (5) Vacuum Truck units for the Septage Management Program and shall augment operations through the rental of two (2) additional Vacuum Truck units. The rented units shall be fully operational, roadworthy, registered and insured and shall be deployed according to MNWD approved schedules and assignments. All costs related to operation maintenance and repairs of the rented units shall be for the account of the Contractor. Rental payments shall be based on agreed rates and validated records, effective for the duration of the Contract.
- c. Regular schedule of vacuum truck hauling operations, 8 AM to 5PM, Monday to Friday.
- d. The contractor shall be responsible to all MNWD consumers, regardless of distance for all desludging preparation and sludge collection-related activities, including household surveys, scheduling, desludging operations, and unloading at the Septage Treatment Plant. This also includes the completion of required documentation, such as the survey form, manifest form, and customer feedback form."
- e. The Contractor shall submit accomplished manifest form with attached capture **geotagged** documentation to ensure transparency and physical verification of work. There are two (2) stages and purposes for capture of these photographs:
  - i. **"During"**, photos shall be captured at least once for the duration desludging on site to show physical progress of the operation.
  - ii. **"After"**, photos shall be captured during signing of Desludging Manifest form by the MNWD customer/household representative for the completion of work and billing purposes.
- f. Payment Terms for Refusal Cases;
  - I. Partial Payment for Validated Refusals - A** household refusal refers to any registered account scheduled for desludging that declines, obstructs or refuses services during the assigned servicing period, regardless of reason. These includes, but is not limited

to; Security Reason, Health Reason, Newly Constructed Septic Tank, No Septic Tank, Recently Desludged, Unlocated Septic Tank and Tiles/Flooring might be damaged, must be validated and **geotagged** documented by desludging personnel.

The contractor shall be entitled to payment for household refusal cases provided that:

1. The account is listed in the official scheduled service plan.
2. The household refusal has complete documentation including:
  - i. Accomplished refusal form
  - ii. Photograph evidence
  - iii. Time-stamped surveyor report
  - iv. **Name and Signature** or noted acknowledgment of surveyed household
  - v. Approved and signature of surveyed household by the Barangay Chairman or any authorized Barangay Council
3. The refusal report is endorsed to the supervising personnel of MNWD for validation and acceptance  
For each validated household refusal, the Contractor shall be entitled to a partial payment equivalent to Fifteen percent **(15%) of the approved per Account rate.**

This partial payment shall cover the cost of survey validation, documentation, field verification, coordination and administrative processing.

- II. Full Payment Upon Completion of Service** - In cases where a previously refusing household later consents to the desludging service as part of their obligation under the Septage Management Program, the Contractor shall act accordingly to the request of the household and shall be entitled to the full payment of the account, subject to actual completion.

Upon completion of the actual desludging of the previously refusing household. The Contractor shall bill to MNWD the remaining Eighty Five percent **(85%) of the approved per Account rate.**

Completion documents such as service forms, before-and-after photos and collection logs must be submitted. The Water District shall validate and approve the full payment following the standard procedures.

- g. The Contractor shall ensure that only the accounts listed in the Job Order issued by the MNWD STP Monitoring Team are Desludged. Any duplicate or double-recorded Household serviced without authorization shall be charged with a corresponding Amount in accordance with MNWD Septage Management Policy to be paid by the Contractor to MNWD.
  
- h. Provide minimum manpower of one (1) Auto/Vehicle Mechanic, one (1) Coordinator, eight (8) VT Operator/Driver, eight (8) Vacuum Truck Helper, Four (4) Surveyor, one (1) Encoder. 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 septage 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.**

“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.”

**\* Disposables/Consumables – These includes those materials that are replaceable in nature and demands frequent change such as, but not limited to, vacuum hose, tires, among others as specified in “ANNEX C”, Table 2.**

**\*\* Repair and Maintenance cost of two (2) - units Rental Vacuum Truck shall be shouldered by the contractor at no cost to MNWD.**

**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, and trainings
- b. Personnel Welfare, includes Personal Protective Equipment (PPE), and vaccines
- c. Fuel, oil and lubricants costs
- d. Vacuum trucks preventive maintenance costs
- e. Consumables costs
- f. 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 MNWD’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 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 Article “1.0”, Annex “A”), 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 **accounts** of Household served and desludged corresponding to the amount per account 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 Field 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.
- 3.4 The Contractor shall purchase or return all equipment and facility condition based on Inventory Turnover upon contract completion/end of contract before the release of final payment. Likewise, all improvement made by both parties shall remain and consider property of MNWD.

#### **4.0 ELIGIBILITY REQUIREMENTS / QUALIFICATION OF BIDDER**

- 4.1 The Bidder should have already completed septage treatment, collection and hauling as certified by the LGU or by a water district, or GOCC or any government agency, or private establishment for the last five (5) years.
- 4.2 The Bidder shall have an ISO 14001:2015 certification for Environment Management Systems (EMS). These certifications ensure that the Bidder follows internationally recognized standards for maintaining consistent quality in their operations.

#### **5.0 COMPLIANCE TO THE ENVIRONMENTAL MANAGEMENT SYSTEMS**

The Bidder shall have an ISO 14001:2015 certification for Environment Management Systems (EMS). These certifications ensure that the Bidder follows internationally recognized standards for maintaining consistent quality in their operations.

#### **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. 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 septage collection 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, who’s 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, \*except payment for the labor and materials during preparation/installation of clean - out plug (PVC) for siphoning w/in the septic tank. 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	100m <sup>3</sup> /day
Maximum Flow	180m <sup>3</sup> /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.2021- 19 are shown in Table 3 below.

**i. 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	< 4.0
Phosphate	mg/L	< 4.0
Nitrate	mg/L	< 14

“ANNEX B”

**PERSONNEL REQUIREMENTS**

<b>POSITION</b>	<b>NO. OF PERSONNEL</b>	<b>WORK EXPERIENCE</b>	<b>OTHER REQUIREMENTS</b>
<b>SEPTAGE TREATMENT AND DISPOSAL</b>			
<b>Plant Supervisor</b>	1	Four (4) years of work experience in a Septage Treatment plant and One (1) year of work experience as a Supervisor in Desludging/Collection of raw septage and technical work experience in Septage Treatment Plant Operation and Maintenance	License Engineer (Mechanical or Sanitary) Resume and NBI Clearance Certificate of Employment PCO Accreditation Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Plant Mechanic</b>	1	Two (2) years of relevant work experience	Resume and NBI Clearance Certificate of Employment NC II Certification (SMAW, Power Tools Operation, Auto or Diesel Mechanic) Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Plant Operator</b>	1	One (1) year of work experience as Plant Operator in SpTP	Resume and NBI Clearance Certificate of Employment Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control

<b>Technical Support</b>	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: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Laboratory Aide</b>	1	Two (2) years of relevant work experience	Resume and NBI Clearance Certificate of Employment Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Plant Helper</b>	6	None	Resume and NBI Clearance Training: SpTP Operation, Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>SEPTAGE COLLECTION</b>			
<b>Auto Mechanic</b>	1	Two (2) years of relevant work experience	Resume and NBI Clearance Certificate of Employment NC II Certification (SMAW, Power Tools Operation, Auto or Diesel Mechanic) Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Vacuum Truck Operator/Driver</b>	8	One (1) year of work experience as VT Operator/Driver	Resume and NBI Clearance Certificate of Employment Driver's License Restriction Code:3

			Training: Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Vacuum Truck Helper</b>	8	None	Resume and NBI Clearance Training: Desludging Operation, Industrial Health & Safety, Confined Space Entry, HAZMAT, Spillage Control
<b>Surveyors</b>	4	None	Resume and NBI Clearance At least 18 years of age
<b>Encoder</b>	1	None	Resume and NBI Clearance At least 18 years of age
<b>Coordinator</b>	1	None	At least Senior High School Driver's License Restriction Resume and NBI Clearance

“ANNEX C”

**Table 1: Control Panel Parts, Tools and Equipment**

<b>NO.</b>	<b>PARTICULARS</b>
1	Circuit Breaker, C16, 2 Pole, 230V
2	Circuit Breaker, C6, 1 Pole, 230V
3	Circuit Breaker, C10, 1 Pole, 230V
4	Auxiliary Relay D-32758, DRM570730, 230V w/ socket
5	Auxiliary Relay MY2N-J, 12VDC w/ socket
6	Pilot Light, LED, (Green), 230 V, 22mm
7	Pilot Light, LED, (Red), 230 V, 22mm
8	Pilot Light, LED, (Yellow), 230 V, 22mm
9	Submersible Pump (Cutting Type), 2.5 HP
10	Welding Rod (Stainless Steel)
11	Welding Rod (Mild Steel)
12	Cutting Disc
13	Grinding Disc
14	Metal Epoxy (a&B)
15	Degreaser 277ml
16	Pressure Switch
17	Submersible Pump with sewage cutter, 2 HP
18	Neltex (Big)
19	Fan belt
20	Gasket Maker
21	Anti - Rust Spray

**Table 2: Building Maintenance**

<b>NO.</b>	<b>PARTICULARS</b>
1	Replacement of 3-units Panel Door (front & back), Modular Type Stainless Steel Materials
2	Re - painting of STP and Facility

**Table 3: Transportation Equipment – Materials**

<b>NO.</b>	<b>PARTICULARS</b>
1	Tires 295/ 80R 22.5 (Tubeless), 18ply
2	Tires 128/ 8.25, 8 ply
3	Inner Tube 128/ 8.25 R16
4	Flap 128/ 8.25 R16
5	Engine Oil (Multigrade)
6	Hydraulic Oil

7	Oil Filter (Big)
8	Oil Filter (Small)
9	Grease
10	Grease Gun with flexible hose
11	Auto Battery 6SM, 12V, 100AH
12	Auto Battery 4D, 12V, 150AH
13	Vacuum Hose 3"x 30m, 5.0mm (white)
14	Camlock 3"ø with coupling (male and female)
15	Penetrating Oil (Big)
16	Air Filter Element
17	Fuel Filter Element
18	Side Mirror L-H&R-H
19	Ball Mirror (Big)
20	Lock Strap (Stainless) 3-1/2"Ø x 3/4Ø
21	Push in Fittings 10 x 6mm
22	Polyurethane Hose 6mm
23	Hose Connector Coupling 6mm
24	Auto Bulb Double Contact 24V
25	Auto Bulb Single Contact 24V
26	Peanut Bulb 24V
27	Auto Bulb 3W
28	Auto Bulb 21W
29	Main Fuse
30	Wiper Blade 28"
31	Flashlight Heavy Duty Rechargeable & Zoomable
32	Vacuum Pump Oil Seal
33	Hydraulic Vacuum Pump Oil Seal
34	Vacuum Oil

