PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Philippine Economic Zone Authority

Operation and Maintenance of the BCEZ Sewage Treatment Plant

Sixth Edition July 2020

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	2
Sectio	on I. Invitation to Bid	5
	on II. Instructions to Bidders	
1.	Scope of Bid	8
2.	Funding Information	8
3.	Bidding Requirements	8
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5.	Eligible Bidders	8
6.	Origin of Goods	9
7.	Subcontracts	9
8.	Pre-Bid Conference	9
9.	Clarification and Amendment of Bidding Documents	9
10.	Documents comprising the Bid: Eligibility and Technical Components	9
11.	Documents comprising the Bid: Financial Component	10
12.	Bid Prices	10
13.	Bid and Payment Currencies	11
14.	Bid Security	11
15.	Sealing and Marking of Bids	11
16.	Deadline for Submission of Bids	12
17.	Opening and Preliminary Examination of Bids	12
18.	Domestic Preference	12
19.	Detailed Evaluation and Comparison of Bids	12
20.	Post-Qualification	
21.	Signing of the Contract	13
Sectio	on III. Bid Data Sheet	14
Sectio	on IV. General Conditions of Contract	15
1.	Scope of Contract	15
2.	Advance Payment and Terms of Payment	15
3.	Performance Security	15
4.	Inspection and Tests	15
5.	Warranty	16
6.	Liability of the Supplier	16
Sectio	on V. Special Conditions of Contract	17
Sectio	on VI. Schedule of Requirements	21
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Philippine Economic Zone Authority – Baguio City Economic Zone

INVITATION TO BID FOR Operation and Maintenance of the BCEZ Sewage Treatment Plant

- 1. The Philippine Economic Zone Authority-Baguio City Economic Zone, through the Corporate Operating Budget 2020 intends to apply the sum of Three Million Seventy-Seven Thousand One Hundred Twenty-One Pesos and Forty-Seven Centavos only (Php 3,077,121.47) being the ABC to payments under the contract for Operation and Maintenance of the BCEZ Sewage Treatment Plant. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *Philippine Economic Zone Authority-Baguio City Economic Zone* now invites bids for the above Procurement Project. Delivery of Goods and Services is within *one (1) year upon receipt of NTP*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- 4. 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.
- 5. Prospective Bidders may obtain further information from *Philippine Economic Zone Authority-Baguio City Economic Zone* and inspect the Bidding Documents at the address given below during 8 am to 5 pm.
- 6. A complete set of Bidding Documents may be acquired by interested Bidders on November 10, 2020 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 Only (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.
- 7. The *Philippine Economic Zone Authority-Baguio City Economic Zone* will hold a Pre-Bid Conference on *November 18, 2020, 2pm* at the *3rd Floor Conference Room, PEZA-*

6

BCEZ Admin. Building, Loakan Road, Baguio City which shall be open to prospective bidders.

- 8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *December 2, 2020, 1 pm*. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on *December 2, 2020, 1:30 pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 11. The *Philippine Economic Zone Authority-Baguio City Economic Zone* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

Kenneth C. Luma-ang PEZA-BCEZ Admin. Building, Loakan Road, Baguio City (074) 447-3331 / (074) 447-3334/ (074) 447-3328/ (074) 447-4154 bcezbacsec@peza.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <u>http://www.peza.gov.ph/index.php/bid-opportunities</u>

November 10, 2020

ENGR. PAUL M. CODADION BAC Chairperso

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Philippine Economic Zone Authority-Baguio City Economic Zone* wishes to receive Bids for the *Operation and Maintenance of the BCEZ Sewage Treatment Plant* with identification number *PR20-10-99*.

The Procurement Project (referred to herein as "Project") is composed of one lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2020 in the amount of *Three Million Seventy-Seven Thousand One Hundred Twenty-One Pesos and Forty-Seven Centavos only (Php 3,077,121.47).*
 - a. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five*(5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until March 9, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Operation/Maintenance of Sewage/Sewerage Treatment Plantb. Waste Water Treatment
	c. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	None
12	The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Php 61,542.43, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php 153,856.07, if bid security is in Surety Bond.
19.3	The project will be awarded as one lot.
20.2	<i>N/A</i>
21.2	N/A

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	
	Delivery and Documents –
	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:
	The delivery terms applicable to this Contract are delivered to the Baguio City Economic Zone. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Engr. Marivic S. Empizo</i> .
	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: <i>Select appropriate requirements and delete the rest.</i>
	a. performance or supervision of on-site assembly and/or start-up 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 and other components 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 spare parts or components for the Goods for a period of two months.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
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 HAZCHEM 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. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic

	Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property 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.
4	The inspections and tests that will be conducted are: <i>Weekly inspection or more frequent as needed shall be conducted by PEZA-BCEZ to the STP.</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Personnel Requirements			
	Basic Salary			Monthly
	Benefits			Monthly
2	Other Deliverables (see Annexes)			
2a	Consumables			within 1-2 months from contract effectivity
2b	Testing			external testing c/o PEZA
2c	Equipment			within 1-2 months from contract effectivity
2d	PPE			within 1-2 months from contract effectivity
2e	Training			within 3-6 months upon availability of training providers
2f	Compliance with DENR/DOLE regulations			whole contract duration

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
	OPERATION AND	[Bidders must state here either "Comply" or
	MAINTENANCE OF BCEZ	"Not Comply" against each of the individual
	SEWERAGE TREATMENT	parameters of each Specification stating the
	PLANT	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.]
	PERSONNEL REQUIREMENTS	
1	The Contractor shall provide	
	BCEZ all the necessary personnel	
	for the efficient operation and proper maintenance of Sewerage	
	Treatment Plant (STP), its electro-	
	mechanical components,	
	equipment, safety devises and	
	control panel system on a twenty-	
	four (24) hours basis daily. The	
	work shall also include the repair	
	of sewerage collection lines.	
2	The Contractor shall provide the	
	economic zone with qualified	
	technical personnel to operate and	
	maintain the BCEZ STP as	
	follows:	
	Job Title No. of Personnel	
	Job TheNo. of PersonnerOperation Chief1	
	PCO/Safety Officer 1	
	STP Operator 4	
		<u> </u>

Mechanic / Pipe Fitter2Electrician1Total Personnel93The Contractor shall ensure availability of technical personnel on a 24-hours basis to support the
Total Personnel93The Contractor shall ensure availability of technical personnel
3 The Contractor shall ensure availability of technical personnel
availability of technical personnel
BCEZ STP operations in case of
emergency.
4 All personnel that shall be
designated by the Contractor
under this Contract must be
physically fit, as evidenced by a
valid medical certificate issued
after undergoing a thorough
medical examination.
5 Police and NBI clearance shall be
required prior to deployment.
6 Annual physical examination of
personnel to be submitted to
PEZA-BCEZ.
7 The minimum qualifications of
the technical personnel are as
follows:
10110 w 5.
a Operation Chief/Head
a. Operation Chief/Head
- Completed a vocational/
technical course relevant to the
job; at least four (4) years'
extensive experience on STP
Operation and Maintenance and
with at least 24 hours of relevant
training;
b. PCO/Safety Officer
Preferably with the following
qualifications:
-Licensed Engineer/Chemist with
at least two (2) years relevant
experience in environmental
management/Training in STP or
wastewater treatment; OR
-Professionals in the field of
engineering or physical natural
sciences with at least three (3)
years relevant experience in
environmental management; OR
-Other professionals of appropriate
discipline with at least three (3)
years relevant experience in
environmental management.

	-Strong communication skills
	-Proficient in Microsoft
	Applications
	c. STP Operators
	- Completed a vocational course
	relevant to the job and capable of
	being an electrician and pipe fitter;
	at least one (1) year experience in
	position involving sewerage
	treatment plant and at least 24
	hours of relevant training.
	8
	d. Mechanic Pipe Fitter
	- Completed a vocational course
	relevant to the job; at least one (1)
	year experience in similar position
	involving maintenance work as
	mechanic and pipe fitter.
	incentance and pipe inter.
	e. Electrician
	- Completed a vocational course
	relevant to the job; at least one (1)
	year experience in similar position
	involving maintenance work as
	electrician; knowledge in
	troubleshooting and maintenance
	of electromechanical devices and
	components.
8	Prior to the commencement of the
	contract, the Contractor shall be
	responsible in providing training
	to its personnel in the operation
	and maintenance of the PEZA-
	BCEZ STP. The training shall
	include familiarization of the
	PEZA-BCEZ STP Operations
	Manual and the Equipment
	Manuals/Specification and
	accomplishing and submission of
	reports. In case winning bidder is
	not the current contractor, the
	latter shall conduct inventory and
	properly turn-over all the tools
	and equipment, supplies, plans,
	operations manual and all
	documents pertaining to the
	operation and maintenance of the STP to the next contractor/
	winning bidder.

9	Contractor shall as much as	
)	possible comply with the	
	regulations by DENR-EMB and	
	other concerned government	
	agencies.	
10		
10	The following are the functions and additional qualifications of	
	-	
	the STP personnel:	
	a. Operation Chief -	
	The Contractor shall designate an	
	Operation Chief who has adequate	
	experience/ knowledge and skills	
	in the operation and maintenance	
	of the Sewerage System. He shall	
	be in charge of the overall	
	implementation of the scope of	
	services indicated in the Terms of	
	Reference. He shall directly report	
	to BCEZ EHSD regarding the	
	daily operation of BCEZ STP.	
	J J I I I I I I I I I I I I I I I I I I	
	The Contractor, through the	
	Supervisor, shall ensure that all	
	assigned personnel under this	
	Contract shall properly use and	
	maintain tools and equipment and	
	other materials provided by PEZA	
	that are necessary for the facilities	
	efficient operation. All damages	
	or losses which may be caused to	
	the properties of the Authority due	
	to the fault, negligence,	
	misbehavior, misconduct, theft/	
	robbery committed by the	
	assigned personnel of the	
	Contractor shall be for the	
	Contractor's sole account, payable	
	on demand to the Authority	
	without the need of the judicial	
	demand that may be due to the	
	Contractor the said amount of	
	damages/ losses. Likewise	
	without the need of judicial	
	demands/actions.	
	Furthermore, the Contractor of 1	
	Furthermore, the Contractor shall	
	strictly secure the facilities against	
	unauthorized persons and any	
	illegal/ criminal activities at all	

times. If such incidents may happen, the Contractor shall immediately inform PEZA and shall submit detailed written report within twenty-four (24) hours.	
The Contractor shall perform other services as may be designated by PEZA from time to time.	
b. PCO/Safety Officer i. Knowledge and experience in implementation and compliance with environmental and safety regulations preferably on STP/WTP operation and maintenance;	
c. STP Operators	
i. Knowledgeable and have experience in the operation, maintenance of sewerage treatment facility and repair of electro-mechanical components particularly sewage pumps, valves, aerators and chlorinator equipment.	
ii. The STP Operators shall continuously monitor and record the condition of all sewage pumps, aerators, control panels, wastewater flow rate and chlorine dosage in the disinfection tank.	
iii. They shall report all abnormalities in the facility to the designated Supervisor for further action. The STP Operators shall keep and maintain a logbook detailing the hourly activities in the facilities. Regular preventive maintenance and repair works shall be undertaken for the facilities efficient operation and over-all well being.	

iv. Any abnormalities,	
breakdowns in the general	
operation of the facilities shall be	
reported to PEZA by the	
Contractor, through its designated	
Supervisor, in a written report.	
The report shall include electro-	
mechanical problem, assessments,	
recommendations and action	
taken.	
v. The STP Operators shall assist	
in the regular collection of	
wastewater samples for effluent	
testing by private laboratories	
accredited by DENR which may	
be contracted by PEZA. They	
shall, likewise, perform routine	
on-site tests to monitor the proper	
operation of the STP.	
vi. The STP Operators shall	
maintain cleanliness and	
orderliness within the premises of	
the Sewage Treatment Plants,	
particularly perform regular grass/	
bush trimming and garbage	
disposal.	
disposal.	
d. Mechanic/Pipe Fitter and	
Electrician	
i. The Contractor shall also assign	
two (2) Mechanic / Pipe Fitters	
and one (1) electrician, who are	
knowledgeable and skilled,	
particularly in operation, repair &	
maintenance, electro-mechanical	
troubleshooting, plumbing works,	
masonry, welding, carpentry, and	
industrial electrical works.	
ii. Together with the STP	
operators, they shall be	
responsible for the continuous	
monitoring of the Sewage	
Collection System, de-clogging of	
sewer lines, inventory of sewage	
manholes, provide assistance in	
the inventory and verification of	
the sewerline connection of	

	facilities of the locator enterprises,
	and other related works as may be
	designated by BCEZ-EHSD. They
	shall also be responsible for other
	services that may be assigned
	from time to time by PEZA.
11	All personnel that shall be
	designated by the contractor under
	this Contract must be physically
	fit, as evidenced by a valid
	medical certificate issued after
	undergoing a thorough medical
	examination.
12	The following personnel schedule
	and deployment shall be followed
	and can be revised as the need
	arise. (See Annex E).
13	OTHER DELIVERABLES (See
	Annex A-E)

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- □ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- □ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
 or

Original copy of Notarized Bid Securing Declaration; and

- □ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, personnel requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

□ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and

□ (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

□ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- \Box (a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- \Box (b) Original of duly signed and accomplished Price Schedule(s).

Annex A

COST BREAKDOWN

Basic Salary	
Benefits	
Consumables, Testing, Equipment, PPE, Training, Compliance with DENR/DOLE regulations	
A.1. TOTAL (Php)	
A.2. Overhead, Contingencies and Miscellaneous and Profit	
A.3 EVAT (12% of A.1 and A.2)	
A. (Php)	
(A.1+A.2+A.3)	

STP SALARIES AND WAGES 2020-2021

A. Basic Salary (Annual)

			Min.		
Job Description	Shift	No.	Rate/Month	Month/s	Annual Cost
Operation Chief	8am-5pm	1	21,450.00	12	257,400.00
Pollution Control/Safety					
Officer	8am-5pm	1	16,060.00	12	192,720.00
STP Operator 1	7am-3pm	1	14,600.00	12	175,200.00
STP Operator 2	3pm-11pm	1	14,600.00	12	175,200.00
STP Operator 3	11pm-7am	1	14,600.00	12	175,200.00
STP Operator 4	Reliever	1	14,600.00	12	175,200.00
Mechanic Pipe Fitter 1	8am-5pm	1	14,600.00	12	175,200.00
Mechanic Pipe Fitter 2	8am-5pm	1	14,600.00	12	175,200.00
Electrician	8am-5pm	1	14,600.00	12	175,200.00
Annual Cost					Php 1,676,520.00

B. Benefits

Job Description	No.	13th Month Pay	SSS (contribution x 12 months)	EC (contribution x 12 months)	Philhealth (contribution x 12 months)	HMDF (contribution x 12 months)	Service Incentive Leave (daily rate x 5)	Legal holidays (12 days)	**Premium Pay (11 Special Days)	Night Differential	Total
Operation Chief	1	21,450.00	19,200.00	360.00	9,009.00	5,148.00	3,526.03	8,462.47	2,327.18		69,482.67
Pollution Control/ Safety Officer	1	16,060.00	15,360.00	360.00	6,745.20	3,854.40	2,640.00	6,336.00	1,742.40	-	53,098.00
STP Operator 1	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	-	48,020.00
STP Operator 2	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	2,190.00	50,210.00
STP Operator 3	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	15,330.00	63,350.00
STP Operator 4	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	2,502.86	50,522.86
Mechanic Pipe Fitter	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	-	48,020.00
Mechanic Pipe Fitter	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	-	48,020.00
Electrician	1	14,600.00	13,920.00	120.00	6,132.00	3,504.00	2,400.00	5,760.00	1,584.00	-	48,020.00
Cost		139,710.00	132,000.00	1,560.00	58,678.20	33,530.40	22,966.03	55,118.47	15,157.58	20,022.86	478,743.53

*No. of days: 30.4166667 (365 days - paid rest days)

**Including local/other holidays: Baguio Day, Cordillera Day (9 + 2)

Annex B-2

*Night Differential (10% of basic; 10pm to 6 am)

		No. of hours	Night Differential		
Job Description	Shift Schedule	covered with night	Php/day	per year (php/day x 365)	
Operation Chief	8am-5pm	none	-	-	
Pollution Control/Safety Officer	8am-5pm	none	-	-	
STP Operator 1	7am-3pm	none	-	-	
STP Operator 2	3pm-11pm	1 hour	6.00	2,190.00	
STP Operator 3	11pm-7am	7 hours	42.00	15,330.00	
STP Operator 4	Reliever (8 hrs per week)	1.143 hours	6.86	2,502.86	
Mechanic Pipe Fitter	8am-5pm	1 hour	-	-	
Mechanic Pipe Fitter	8am-5pm	1 hour	-	-	
Electrician	8am-5pm	none	-	-	
			Annual Cost	20,022.86	

*No. of days:

30.41666667

Annex C

CONSUMABLES AND CLEANING SUPPLIES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT				
A. CONSUMABLES/OFFICE SUPPLIES									
Record Book	500 pages	5	books						
White Board Marker	black	5	pc						
White Board Marker	blue	5	pc						
White Board Marker	red	5	pc						
Masking Tape	1 (big); to be used to seal sampling bottles	5	pcs (rolls)						
First Aid Kit	1 adhesive strips(pk50), 1 Hypo-allergenic medical tape 1.25cmx9.1m, 1 conforming bandage 5cm, 1 triangular bandage 110cm x 110cm, 1 wound dressing no. 15, 2 swabs antiseptic, 1 tweezers metal 8 cm, 1 scissor disposable, 1 safety pins- assorted (pk12), 1 plastic bags-resealable- 100x180mm, 1 plastic bags-resealable- 150x230mm, 2 gloves- disposable, 1 bottle providone-lodine 10% 120ml, 1 bottle hydrogen peroxide, contained in a standard first aid kit hard casing,1 first aid kit quick reference guide	1	set						
				Sub total A					
B. CLEANING SU	PPLIES								
Broom	stick (tingting) at least 3 inches diameter	10	pc						
Cleanser/Detergent	350 grams (cleanser powder)	12	can						
Hand soap	1L	12	bottles						
Disinfectant Spray	340 grams	10	can						
Insecticide	Multi-Insect Killer, 600 mL	5	can						
Mop Handle	Screw Type, wooden handle	2	pc						
Mop Head	100% rayon, 400 grams	6	pc						
Scouring Pad	150 mm x 100 mm, 10 pcs/pack	8	packs						

Alcohol	70% isopropyl, 500 mL	36	Bottles		
				Sub total B	

SUB TOTAL (A-B)

Annex C-1

1. Portable pH Meter Probe Head	Offer: Compatible with IONIX PH1 Meter	1	set	
	Model: pH1			
	Measure: pH /°C			
	Range: 0-14.0pH / 0-50.0 °C			
	Resolution: 0.1pH; 0.1 °C			
	Accuracy: ±0.1pH; ±0.2 °C			
	ATC: 0-50.0 °C			
	Calibration: 1.3p			
	Power: DC 3V, AAA			
	batteries x4			
	P Rating: IP67 water-proof and dust-proof; floats on water			
	Weight and Dimensions: Tester; 40x31x178mm/107 g; Carry case: 190x165x40 mm/438G			
2. Blood Pressure Monitor, Digital Bluetooth Blood Pressure Machine	Upper Arm Cuff; Wide- Range D-Ring Cuff: 9"-17"; Backlit Dual-display LCD Monitor; Store up to 200 BP Readings (2 Users);With 4 x AA Batteries	1	unit	
3. Gasoline chainsaw, 20", 3100W	Power machine: 5.2kW(7.1bhp) Ignition system: Electric chain Oil tank capacity: 0.32L tank Capacity: 0.68L, Fuel: Bsn mix + oil 2T Weight: 7.3kg (without bar and chain) Long Bar Max: 20 inches (53 cm)	1	unit	
4. Welding Electrode Holder, 300Amps	Material: Upper Iron; Lower Brass; Electrode Through: 44930 5/64"-1/4" (2.0- 6.35mm)	1	Pc.	

5.Welding Mask Helmet with Solar Powered Auto Darkening Welding Glasses	Wide shading range: 4/5-9/9 - 13; Field of View: 3.94\\\ * x 2.21* (100 x 56mm); view area, 4 arc sensors; Auto Darkening Design: Auto- Darkening Time of Less than 1/30000secs; Welding Tool Comes with an Adjustable Headband and Flame Retardant Body;	1	Pc.	
6. Portable Inverter Welding machine, 220V; 350A	Rated Input Capacity (kVA): 11.5 Input Voltage Frequency (Hz): 50/60 No-Load voltage: 70 Current Range (Amp): 20- 350 Rated Duty cycle: 60 Insulation Class: F Protective Class:IP21 Power Factor: 0.93 Net Weight(kg): 4.5 Usable Electrodes (mm): 1.6- 4.0 With Ground Wire and Electrode Holder	1	Pc.	
7. Wheel Barrow	Deep-Type; All Steel Easy Rolling Resistance Gauge 20 64-85 liters Capacity	2	Pcs.	
8. Saw Set Plier	Size 7"	1	pc	
9. Triangular Hand Saw Sharpening File	Size 4" With handle	1	pc	
10.Leaf Rake; 22 teeth; Wooden Handle	Size: L = 37cm; W = 41 cm	5	pcs	
11. Garden Hose	5/8" x 100 ft. with spool	1	roll	
12. PVC Electrical Tape	1" width, black	15	rolls	
13.Cutting Disc/wheel	Size 4", compatible with grinder, at least 15000 RPM.	20	Pcs.	
14. Grinding Disc/ Wheel	Size 4", compatible with grinder, at least 15000 RPM	10	Pcs.	
15.Cut off wheel for speed cutter	Size 14"; for Metal, at least 15000 RPM	2	Pcs.	
16. Computer set with printer	Processor: At least Intel Core I7 10 th Generation or Ryzen 7 4000 Series Memory: At least 16 GB DDR4 Hard Disk: At least 256 GB SSD	1	set	

Graphics: At least 4GB DDR5 Manitum At least 22"		
Monitor: At least 22" (diagonal length) LED		
Standard Keyboard and Mouse		
Printer: Black and colored, continuous ink, A4 and Legal		
 Documents	Sub total C	

D. TRAINING EXPENSES/DENR/DOLE REQUIREMENTS

1. Basic Occupational Safety and Health Training (BOSH)	BOSH Training Course	1	course		
2. Pollution Control Officer's Training (PCO)	PCO Training Course	1	course		
3. First Aid Training by Red Cross	First Aid Training by Red Cross	1	course		
4. DOLE Safety/Fire/Earthquake preparedness and seminar costs for employees		1	lot		
5. Cost of Employees Annual Medical Exam – Drug test, Chest X-ray, Hepa B, TB, Eye tests, CBC, Urinalysis, Stool Exam, Complete Physical Exam; Immunization of Tetanus Toxoid, Polio as per prescription of attending physician & only in work related accidents, and Covid-19 Swab Test (RT-PCR or equivalent) per employee per year.		1	set		
				Sub total D	
E. COMPLIANCE WITH I	DENR REGULATIONS				
1. Test kits for Chlorine, Phosphate (Ortho) and Nitrate	Experimental Testing for compliance of BCEZ STP with DAO 2016-08	1	set		
2. Test Kit for Residual Chlorine (Comparator)	Testing for residual chlorine prior to discharge	1	set		
3. Ampules for residual chlorine comparator (60 pcs per set)	Testing for residual chlorine prior to discharge	1	set		
				Sub total E	

SUB -TOTAL (C-E)

Annex D

F. PERSONAL PROTECTIVE EQUIPMENT (OSH Compliant)

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
Long Sleeve Shirts	Long sleeve with company logo - 2 sets	9	sets		
Coverall	100 % cotton, heavy duty, color: blue & gray, with company logo and employee last name	9	pcs		
Hand Gloves	Upper pigskin with maong cuff	9	sets		
Raincoat	Heavy duty, pants ang jacket with hood,100% PVC, high visibility, preferrably yellow color	9	sets		
Safety Goggles/Glasses	Close-fit, universal nose bridge for comfortable fit temple sleeve, clear, anti- scratch hard coating, anti- fog lens, high impact resistant polycarbonate lenses	9	pcs		
Rubber Gloves	Cut resistance: Level 5, nitrile grip oil resistance, color: black	9	pcs		
Hard Hat for Visitors	ABS material, Ratchet type with chin strap	5	pcs		
Safety Shoes	Low Cut Steel Toe & Steel Midsole Safety Shoes	9	pairs		
Face Mask	Disposable protective face mask with ear loops	2,500	pcs		
Face shield	Clear plastic or acetate material	20	pcs		

SUB TOTAL (F)

TOTAL(A-F)

OPERATION AND MAINTENANCE OF PEZA-BCEZ SEWAGE TREATMENT PLANT

No	JOB DESCRIPTION	TIME		MON	DAY			TUES	SDAY			WEDN	ESDAY			THUR	SDAY			FRI	DAY			SATU	RDAY			SUN	IDAY	
NO	JOB DESCRIPTION	SCHEDULE	RS	S1	S2	S 3	RS	S1	S2	S3	RS	S1	S2	S 3	RS	S1	S2	S3	RS	S1	S2	S 3	RS	S1	S2	S3	RS	S1	S2	S3
1	OPERATION CHIEF	8AM-5PM	OD				OD				OD				OD					OD			OD							
2	PCO/SAFETY OFFICER	8AM-5PM	OD				OD				OD				OD					OD										
3	STP OPERATOR-1	7AM-3PM		OD				OD								OD				OD				OD						
4	STP OPERATOR-2	3PM-11PM			OD								OD				OD				OD				OD				OD	
5	STP OPERATOR-3	11PM-7AM								OD				OD				OD				OD				OD				OD
6	STP OPERATOR-4	*				R			R			R			R				R				R							
7	MECHANIC-PIPE FITTER-1	8AM-5PM	OD				OD				OD				OD								OD				OD		ĺ	
8	MECHANIC-PIPE FITTER-2	8AM-5PM	OD				OD				OD				OD				OD										ĺ	
9	ELECTRICIAN	8AM-5PM	OD				OD				OD								OD				OD				OD			
* ST	P Operator-4 : Reliever for Ope	erator, Mechanic	:-Pipe I	-itter ar	nd Elec	trician	on Day	-off. Sl	hift cor	nform w	vith the	relieve	ed pers	onnel's	Day-o	ff.			-								•			

REGULAR SCHEDULE AND DEPLOYMENT

Annex E

Annexes. Bidding Forms

TABLE OF CONTENTS

BID FORM	
Contract Agreement Form	47
Omnibus Sworn Statement	
BANK GUARANTEE FORM FOR ADVANCE PAYMENT	
BID SECURING DECLARATION FORM	52
PERFORMANCE SECURING DECLARATION FORM	

Bid Form

Date: ______ Invitation to Bid¹ N^o: _____

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity

(if none, state "None")

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

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

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

.

Name of Bidder _____. Invitation to Bid³ Number ____. Page _____ of

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder ______. Invitation to Bid⁴ Number _. Page_ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country	Quantity	Unit price EXW	Transportation	Sales and	Cost of	Total Price,	Total Price
		of origin		per item	and Insurance	other taxes	Incidental	per unit	delivered Final
					and all other	payable if	Services, if	(col 5+6+7+8)	Destination
					costs	Contract is	applicable, per		(col 9) x (col 4)
					incidental to	awarded, per	item		
					delivery, per	item			
					item				

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁴ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ______ the _____ (for the Entity)

Signed, sealed, delivered by ______ the _____ (for the Supplier).

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge 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; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. ______ and his/her Community Tax Certificate No. ______ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	until
Roll of Attorneys No	
PTR No [date issi	ued], [place issued]
IBP No [date issi	ued], [place issued]

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

* This form will not apply for WB funded projects.

To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

Х-----Х

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

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

I/We⁵, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

 $^{^{5}}$ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	_until
Roll of Attorneys No	
PTR No [date iss	ued], [place issued]
IBP No [date issi	ued], [place issued]

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

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

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

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

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

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines.

[Select one of the two following paragraphs and delete the other]

Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC).

Affiant/s exhibited to me his/her *[insert type of government identification card used]* with no. ______ issued on ______ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission ______ Notary Public for _____ until _____ Roll of Attorneys No. _____ PTR No. ___, [date issued], [place issued] IBP No. ___, [date issued], [place issued]

Doc. No. ____ Page No. ____ Book No. ____ Series of ____.

