PHILIPPINE BIDDING DOCUMENTS

Operations and Maintenance Management of the Mactan Economic Zone Sewerage Treatment Plant and Water Reclamation Plant

Project Identification No. PEZA MEZ 2023-008

ABC Php 4,049,994.15

Government of the Republic of the Philippines

Sixth Edition
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Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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

PHILIPPINE ECONOMIC ZONE AUTHORITY

INVITATION TO BID FOR THE OPERATIONS AND MAINTENANCE MANAGEMENT OF THE MACTAN ECONOMIC ZONE SEWERAGE TREATMENT PLANT AND WATER RECLAMATION PLANT

Project Identification number PEZA MEZ 2023-008

1. The **Philippine Economic Zone Authority**, through the Approved Corporate Operating Budget for the FY 2023 intends to apply the sum of **Four Million Forty-Nine Thousand Nine Hundred Ninety-Four and 15/100 Pesos (ABC Php 4,049,994.15)** being the ABC to payments under the contract for **Operations and Maintenance Management of the Mactan Economic Zone Sewerage Treatment Plant and Water Reclamation Plant** with Project Identification number PEZA MEZ 2023-008. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Philippine Economic Zone Authority** now invites bids for the above Procurement Project. Delivery of the Goods is required upon receipt of the Notice to proceed and contract duration is one (1) year. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract of at least one (1) year, similar to the Project with is Sewage Treatment Plant (STP) or Wastewater Treatment Facility (WTF) operations and maintenance management with contract of at least one (1) year in any large-scale industries, industrial estate or export processing zone with ecozone enterprises. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **Philippine Economic Zone Authority** and inspect the Bidding Documents at the address given below from **8:00AM-5:00PM, Mondays to Fridays**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **10 October 2023** from the given address and website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, or through email.

6. The **Philippine Economic Zone Authority** will hold a Pre-Bid Conference[1] and Opening of Bids on the following dates below at Conference Room, PEZA Administration Building, AAI Compound, Mactan Economic Zone, Lapu-lapu City which shall be open to prospective bidders.

BAC Activities	**Schedule**
Publication	10 October 2023
Availability of the PBD	10 October 2023
Pre-bid Conference	20 October 2023; 2:00 pm
Submission and Opening of Bids	06 November 2023; 2:00 pm

7. Bids (1 original set and 2 copies of the original) sealed in an outer envelope with proper labeling, must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **06 November 2023 at 2:00pm**. Late bids shall not be accepted. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Forms of Bid Security	**Amount**
Bid Securing Declaration	Not Applicable
Cash; Manager's Check; Bank Draft/ Guarantee; or Irrevocable letter of Credit	**Php80,999.88** or *equivalent to two percent (2%) of ABC*
Surety Bond	**Php 202,499.71** *or equivalent to five percent (5%) of ABC]*

9. The **Philippine Economic Zone Authority** 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.

10. For further information, please refer to:

Ms. Mirzi Caryl P. Lamosao
BAC Secretariat Chairperson
Philippine Economic ZoneAuthority
Administration Building, AAI Compound Mactan Economic Zone, Lapu-lapu City
Email: *mirzi.lamosao@peza.gov.ph****;*** *mezbac@peza.gov.ph; mezbacsec@peza.gov.ph*
Telephone number: 032-340-0593

11. You may visit the following websites:

For downloading of Bidding Documents:
http://www.peza.gov.ph/index.php/bid-opportunities
Philgeps Website

09 November 2023

Mr Arnel M. Suyu
BAC Chairperson

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Philippine Economic Zone Authority** wishes to receive Bids for the **Operations and Maintenance Management of the Mactan Economic Zone Sewerage Treatment Plant and Water Reclamation Plant** with identification number ***PEZA MEZ 2023-008.***

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of [*indicate number of lots or items*], 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 Approved Corporate Operating Budget for the FY 2023 in the amount of **Four Million Forty-Nine Thousand Nine Hundred Ninety-Four and 15/100 Pesos (ABC Php 4,049,994.15)**.

2.2. The source of funding is:

a. 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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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 {*[insert if applicable]* and/or through videoconferencing/webcasting} 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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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, 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 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 the **BDS.**

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[2] 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 for **120 days**. 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

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

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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 14 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

20.1.

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**.

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

a. Information that specifies and complements provisions of the ITB must be incorporated.

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: **a. Sewage Treatment Plant (STP) or Wastewater Treatment Facility (WTF) operations and maintenance management contract of at least one (1) year in any large-scale industries, industrial estate or export processing zone with ecozone enterprises** b. **completed within five (5) years prior to the deadline for the submission and receipt of bids.**
7.1	**Subcontracting is not allowed.**
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 **Php80,999.88** *[Indicate the amount equivalent to two percent (2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Php 202,499.71** *[Indicate the amount equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	**Not Applicable.**
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)
21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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 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.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement*}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section 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.

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

5.1 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.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

a. Information that complements provisions of the GCC must be incorporated.

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

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

Special Conditions of Contract

GCC Clause	
1	*[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]* **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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. 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 *[indicate name(s)]*. **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: *Select appropriate requirements and delete the rest.* 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.

f. *[Specify additional incidental service requirements, as needed.]*

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:

Select appropriate requirements and delete the rest.

1. 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

2. 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 costs 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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] 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 consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. 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.
	Regular and Recurring Services – [*In case of contracts for regular and recurring services*, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."
2.2	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

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	The contractor shall either own or with valid agreement with a DENR-accredited laboratory facility and conduct monthly wastewater sampling and testing for the influent (for baseline data) and effluent to confirm the efficiency of the system. The parameters shall be in accordance with the latest standards set by DENR-EMB for Sewerage Treatment Plant industry.	1	lot	10 days after receipt of NTP
2	"The contractor shall provide PEZA with qualified technical personnel to operate and maintain the MEZ STP-WRP as follows: a. One (1) Plant Supervisor •With a minimum of two (2) years of supervisory experience involving sewage treatment and reclaimed water facilities or other similar position b. One (1) Electrician c. One (1) Driver – Mechanic d. One (1) Mechanic Pipe Fitter - Welder e. Four (4) STP-WRP Operators •With a minimum of two (2) years of experience involving sewage treatment and reclaimed water facilities operations or other similar position f. One (1) Utility Staff"	1	lot	immediately after receipt of NTP

3	"Prior to start of contract, the contractor must submit the list of personnel to be deployed including identified relievers together with the following documents: i. Company Identification Cards ii. NBI Clearance iii. Drug Test Results iv. Professional Driver's License (for Driver-Mechanic) v. Fit-to-Work Medical Certificates"	1	lot	immediately after receipt of NTP
4	The contractor shall provide a service four-wheel vehicle to deploy personnel at MEZ Lift Stations, Manhole Station, Sewerage and Storm Lines inspection and connection, Water Reuse Line inspection and installation and for the servicing of maintenance works of pumps and distribution lines. The vehicle, preferably FB type, must have a load capacity of at least one (1) metric ton.	1	lot	5 days after receipt of NTP
5	The contractor shall provide the personal protective equipment for the personnel listed in the Terms of Reference	9	lot	immediately after receipt of NTP
6	The contractor shall provide the basic tools listed in the Terms of Reference in the performance of their duties.	1	lot	5 days after receipt of NTP

I hereby verify to comply with all the above requirements.

_____

Signature over the printed name of the authorized representative

_____

Company name

_____

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Supporting documents to be submitted	Statement of Compliance
			[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.]
1	The contractor shall provide all labor, vehicles, tools, supervision and services necessary for the continuous, efficient and effective operations of the MEZ STP-WRP indicated in the Terms of Reference	to be inspected after issuance of NOA and NTP	
2	"The contractor shall provide PEZA with qualified technical personnel to operate and maintain the MEZ STP-WRP as follows: a. One (1) Plant Supervisor •With a minimum of two (2) years of supervisory experience involving sewage treatment and	organizational chart for key personnel to be deployed for this project	

	reclaimed water facilities or other similar position b. One (1) Electrician c. One (1) Driver – Mechanic d. One (1) Mechanic Pipe Fitter - Welder e. Four (4) STP-WRP Operators •With a minimum of two (2) years of experience involving sewage treatment and reclaimed water facilities operations or other similar position f. One (1) Utility Staff"		

I hereby verify to comply with all the above requirements.

_____

Signature over the printed name of the authorized representative

_____

Company name

_____

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) 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**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) 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

☐ (g) 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

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the

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

II. FINANCIAL COMPONENT ENVELOPE

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

☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

☐ (k) *[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.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT IN NATURE AND COMPLEXITY TO THE CONTRACT TO BE BID

This is to certify that [NAME OF BIDDER] has the following ongoing and awarded but not yet started contracts

A. NAME OF CONTRACT B. NATURE OF WORK C. LOCATION OF PROJECT	DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NO.	BIDDER'S ROLE (e.g. sole supplier/contractor, joint venture - indicate % share)		A. DATE STARTED B. TARGET DATE OF COMPLETION	% ACCOMPLISHMENT		VALUE OF OUTSTANDING WORKS/UNDELIVERED PORTION (PHP)	REMARKS
				DESCRIPTION	%		PLANNED	ACTUAL		
Government										
Private										
							TOTAL COST		-	

Page 1

*Instructions:

a.) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

(i) The day before the deadline of submission and opening of bids

Name and Signature of Authorized Representative

b.) The total cost of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

IMPORTANT

Date

c.) This statement shall be supported with:

(i) Contract reflecting the total amount of contract (attach supporting documents if total contract amount cannot be readily computed from the contract)

(ii) Notice of Award (from contracting party), as applicable

(iii) Notice to Proceed (from contracting party), as applicable

(iv) Certificate of Percentage-of-completion (from contracting party) if project already started

IMPORTANT

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

This is to certify that **[NAME OF BIDDER]** has the following SLCC for the last five (5) years prior to the opening of bids.

A. NAME OF CONTRACT B. NATURE OF WORK C. LOCATION OF PROJECT D. AMOUNT AT AWARD E. CONTRACT DURATION	DATE OF CONTRACT	AMOUNT OF COMPLETED CONTRACT	CONTRACTING PARTY A. BUSINESS NAME B. ADDRESS C. CONTACT NO.	BIDDER'S ROLE (e.g. sole supplier/contractor, joint venture - indicate % share)		A. DATE AWARDED B. DATE STARTED C. DATE OF COMPLETION/DELIVERY/CONTRACTING PARTY'S ACCEPTANCE	REMARKS
				DESCRIPTION	%		
Government							
Private							

Page 1

*Instructions:

a.) Cut off date as of:

(i) The day before the deadline of submission and opening of bids.

**Refer to Instruction to Bidders and Bid Data Sheet for the relevant/inclusive period for the SLCC completion*

Name and Signature of Authorized Representative

Date

b.) This statement shall be supported with:

(i) Contract reflecting the total amount of contract
(ii) Notice of Award (from contracting party), as applicable
(iii) Notice to Proceed (from contracting party), as applicable
(iv) CPES rating sheets and/or Certificate of Completion issued by Contracting Party, as applicable
(v) Certificate of Acceptance and/or Accomplishment issued by Contracting Party
(vi) Official Receipts and Statementsof Accounts, as applicable

c.) Ensure that the **AMOUNT OF THE COMPLETED CONTRACT** must be readily computed using the attached supporting documents (e.g. contracts, official receipts and statements of accounts)

IMPORTANT

d.) The SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.

PRICE SCHEDULE

Item No./ Description	**MEZ STP-WRP OPERATIONS AND MAINTENANCE MANAGEMENT**
Operations	24 hours, 7 days a week
- For those who are required to work on special days and regular holidays (Electrician, Driver – Mechanic, Mechanic Pipe Fitter - Welder, Operators)	395 days annually (32.92 days/month)
- For those who are not required to work on special days and regular holidays (Plant Supervisor, Utility Staff)	313 days annually (26.083 days/month)
Employee Shifts	3 shifts (6AM-2PM, 2PM-10 PM, 10PM-6AM)

	Designation	No. of Person	No. of Paid Days per Month	Daily Basic Rate	Annual Amount
A.	LABOR				
	A.1. WAGE				
	a. Plant Supervisor	1	26.083		
	b. Electrician	1	32.920		
	c. Driver-Mechanic	1	32.920		
	d. Mechanic Pipe Fitter - Welder	1	32.920		
	e. STP-WRP Operators	4	32.920		
	f. Utility Staff	1	26.083		
	A.1. WAGE TOTAL				P
		No. of Person	**Monthly Rate**		**Annual Amount**
	A.2. 13TH MONTH PAY				
	a. Plant Supervisor	1			
	b. Electrician	1			
	c. Driver-Mechanic	1			
	d. Mechanic Pipe Fitter - Welder	1			
	e. STP-WRP Operators	4			
	f. Utility Staff	1			
	A.2. 13TH MONTH PAY TOTAL				P
		No. of Person	**No. of Days**	**Daily Rate**	**Annual Amount**
	A.3. FIVE DAYS INCENTIVE LEAVE				
	a. Plant Supervisor	1	5.000		
	b. Electrician	1	5.000		
	c. Driver-Mechanic	1	5.000		
	d. Mechanic Pipe Fitter - Welder	1	5.000		
	e. STP-WRP Operators	4	5.000		
	f. Utility Staff	1	5.000		
	A.3. FIVE DAYS INCENTIVE LEAVE TOTAL				P
		No. of Person	**No. of Paid Days per Month**	**Daily Night Premium Rate (10% of daily basic rate)**	**Annual Amount**
	A.4. NIGHT DIFFERENTIAL				
	e. STP-WRP Operator (10 PM - 6 AM Shift)	1	32.920		
	A.4. NIGHT DIFFERENTIAL TOTAL				P

		No. of Person	Monthly SSS, EC, WISP (as applicable) Contribution (Employer only)	Annual Amount
	A.5. SSS, EC, WISP (as applicable)			
	a. Plant Supervisor	1		
	b. Electrician	1		
	c. Driver-Mechanic	1		
	d. Mechanic Pipe Fitter - Welder	1		
	e. STP-WRP Operators	4		
	f. Utility Staff	1		
	A.5. SSS, EC, WISP (as applicable) TOTAL		P	

		No. of Person	Monthly PhilHealth Contribution	Annual Amount
	A.6. PHILHEALTH			
	a. Plant Supervisor	1		
	b. Electrician	1		
	c. Driver-Mechanic	1		
	d. Mechanic Pipe Fitter - Welder	1		
	e. STP-WRP Operators	4		
	f. Utility Staff	1		
	A.6. PHILHEALTH TOTAL		P	

		No. of Person	Monthly PAGIBIG Contribution	Annual Amount
	A.7. PAGIBIG			
	a. Plant Supervisor	1		
	b. Electrician	1		
	c. Driver-Mechanic	1		
	d. Mechanic Pipe Fitter - Welder	1		
	e. STP-WRP Operators	4		
	f. Utility Staff	1		
	A.7. PAGIBIG TOTAL		P	
	SUM TOTAL FOR A (A.1 + A.2 + A.3 + A.4 + A.5 + A.6 + A.7)		P	

	Name and Capacity	No. of Units	No. of Days (actual)	Daily Rate	Annual Amount
B.	EQUIPMENT				
	a. Vehicle (Minimum Requirement: FB type) *Operated Dry - maintenance expenses inclusive*	1	365.000		
	b. Vehicle Fuel *at least 3 liters per day*	1	365.000	*at least 3 liters per day*	
	c. Grass Cutter Fuel *at least 2 liters per day* *usage: 1 day per week (52 days)*	1	52.000	*at least 2 liters per day*	
	SUM TOTAL FOR B			P	

	Specification	Unit	Quantity	Unit Cost	Annual Amount
C.	**Material**				
	1. Monthly Influent and Effluent Sampling and Testing (2 points) *See Annex A for the Breakdown of Required Parameters* *12 months : 12 testing samples per points* *24 testing samples, hence, quantity is 24*	lot	24		
	2. Personal Protective Equipment for Operations *See Annex B for the Breakdown of Personal Protective Equipment*	lot	9		
	3. Tools *Rental for 1 year only with ELS of 3 years as basis for all items* *See Annex C for the Breakdown of Tools*	lot	1		
	SUM TOTAL FOR C			**P**	
D.	Direct Cost (A+B+C)				
E.	Administrative Fee	≥10% of D			
F.	VAT	12% of (A+E)			
G.	TOTAL (D+E+F)				

BIDDING PRICE (Php)
(Total Annual Cost)

****Please ensure to sign all pages of the Price Schedule***

CERTIFIED BY: _____
DESIGNATION: _____
DATE: _____

ANNEX A: MONTHLY INFLUENT AND EFLLUENT WASTEWATER TESTING PARAMETERS

WASTEWATER PARAMETERS
Dissolved Oxygen
Biochemical Oxygen Demand (BOD)
Total Suspended Solids (TSS)
Oil and Grease
Ammonia
Nitrate
Phosphate
Surfactants
Color
Temperature
pH
Fecal Coliform

ANNEX B: PERSONAL PROTECTIVE EQUIPMENT

PERSONAL PROTECTIVE EQUIPMENT	QUANTITY PER PERSON	
SAFETY BOOTS (Heavy duty PVC with polyester lining; oil, acid and antistatic resistant, 100% waterproof, black/orange sole, steel toe)	1	1 pair/year
NITRILE GLOVES (Chemical and oil resistant)	12	1 pair/month
WORKING HAND GLOVES (Cut-Resistant, Anti-Slip Cotton Gloves)	2	2 pairs/year
SAFETY GOGGLES (Close-fit, clear, universal nose bridge, high impact resistant)	1	1 pc/year
HARD HAT (General hard hat - Type I)	1	1 pc/year
REFLECTORIZED COVERALLS (heavy duty with reflectors)	2	2 pcs/year
RAINCOAT (Heavy duty, pants and jacket with hood)	1	1 pc/year
FACE MASK (Disposable for hygiene purposes)	365	1 pc/day

Republic of the Philippines
Philippine Economic Zone Authority

TERMS OF REFERENCE FOR THE OPERATIONS AND MAINTENANCE MANAGEMENT OF THE MACTAN ECONOMIC ZONE SEWERAGE TREATMENT PLANT AND WATER RECLAMATION PLANT

Date: September 21, 2023

1. PROJECT INFORMATION

The Philippine Economic Zone Authority, hereinafter referred to as "PEZA", has an allocated fund of **Four Million Forty-Nine Thousand Nine Hundred Ninety-Four Pesos and Fifteen Centavos only (Php4,049,994.15)**, being the Approved Budget for the Contract (ABC), as the cost for the Operations and Maintenance Management of the Mactan Economic Zone Sewerage Treatment Plant and Water Reclamation Plant (MEZ STP-WRP).

2. PROJECT OBJECTIVES

PEZA intends to efficiently and effectively operate the Sewerage Treatment Plant (STP) and Wastewater Reclamation Plant (WRP) of Mactan Economic Zone (MEZ) to produce effluents that comply with all pertinent standards set by the Department of Environment and Natural Resources - Environmental Management Bureau (DENR-EMB) by contracting the services of a competent contractor to continuously manage the operations and maintenance of the MEZ STP-WRP.

3. SCHEDULE AND PLACE OF THE PROJECT

The contractor shall ensure the continuous, effective and efficient operations and maintenance of the MEZ STP-WRP by providing services for twenty-four (24) hours daily in three (3) shifts, including weekends and holidays.

4. QUALIFICATIONS OF THE CONTRACTOR

In order to qualify to participate in the bidding of this service contract, the contractor must have a completed sewage treatment plant (STP) or wastewater treatment facility (WTF) operations and maintenance management contract of at least one (1) year in any large-scale industries, industrial estate or export processing zone with ecozone enterprises for the last five (5) years. The contractor must be able to present a certification from the developer or owner of the STP or WTF stating the satisfactory quality of services that the contractor has rendered.

5. SCOPE OF WORKS

The contractor shall provide all labor, vehicles, tools, supervision and services necessary for the continuous, efficient and effective operations of the MEZ STP-WRP. More specifically, the activities to be performed by the contractor shall consist of, but not limited to, the following:

GENERAL SCOPE OF WORK

5.1. The contractor shall perform routine operation and maintenance works on the following components of the existing STP-WRP including various electro-mechanical equipment, auxiliaries, safety devices and fixtures.

5.1.1. Sewerage Treatment Plant

- Lift Station/Grit Chamber
- Complete Mixing Aerated Lagoon (CMAL)
- Partial Mixing Aerated Lagoon (PMAL)
- Settling Tanks
- Distribution Boxes
- By-pass with Sluice Gate Valve
- Chlorinator System (including preparation of chlorine solution)
- Chlorine Contact Chamber

5.1.2. Water Reclamation Plant

- Holding Tanks
- Sump Pumps
- Pressure Multimedia Filter Tanks
- Booster Pumps
- Chlorinator System (including preparation of chlorine solution)
- Sludge Drying Bed

5.1.3. Manhole Stations and Lift Stations within MEZ

5.2. The contractor shall routinely conduct desludging of the CMAL and PMAL, Settling Tanks and Sludge Drying Bed, the frequency of which shall be upon the evaluation of PEZA-MEZ.

5.3. The contractor shall also perform routine, maintenance works and periodic clean-up and de-clogging of reuse water distribution system and sewerage collection lines to ensure that they are in good operating conditions. The contractor must employ and adopt immediate measures to arrest any such leaks or clogs where practicable.

5.4. The contractor shall be responsible for the inventory of sewage manholes and shall aid in the inventory and verification of the sewerline and reuse water connection of the locator enterprises, and other related works as may be designated by PEZA-MEZ

5.4. The contractor shall be responsible for the necessary minor repairs including minor repainting, as and when needed, of the facilities and equipment. The contractor shall submit evaluation and recommendation reports to PEZA-MEZ for repairs that requires job outsourcing, subject to the approval of PEZA-MEZ.

5.5. The contractor shall maintain the cleanliness and orderliness of the facilities, equipment areas and components at all times so as to ensure a safe place to work. The contractor shall likewise perform regular grass/bush trimming and garbage disposal.

5.6. The contractor shall advise PEZA-MEZ on specific requirements for chemicals, lubricants and other consumables.

5.7. The contractor shall conduct monthly reclaimed/reuse water meter reading of connected locator enterprises.

SUBMISSION OF REPORTS

5.8. The contractor shall keep and maintain a logbook detailing the hourly activities and routine and preventive maintenance works conducted. The contractor shall also monitor and keep record of the performance of the equipment/machineries as follows:

5.8.1. Aerator Inspection Report (Daily)
5.8.2. CMAL/PMAL Process Operation Report (Monthly)
5.8.3. Pump Inspection Report
5.8.4. Settling Tank Process Operation Report (Monthly)
5.8.5. Reuse Water Chlorine Dosing Record (Weekly)
5.8.6. Effluent Chlorine Dosing Record (Weekly)
5.8.7. Other reports as may be required by PEZA-MEZ

5.9. Any abnormal performance of the process/equipment/machineries shall be reported in writing (Incident Report and/or Investigation Report) to PEZA-MEZ within twenty-four (24) hours upon discovery.

5.10. The contractor shall submit to PEZA-MEZ on a monthly basis the following reports / inventories:

5.10.1. STP-WRP Activity Report
5.10.2. STP-WRP Inventory of Consumables and Spares
5.10.3. STP-WRP Usage of Spares/Consumables Monitoring

5.4. The contractor shall be responsible for the inventory of sewage manholes and shall aid in the inventory and verification of the sewerline and reuse water connection of the locator enterprises, and other related works as may be designated by PEZA-MEZ

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5.10. The contractor shall submit to PEZA-MEZ on a monthly basis the following reports / inventories:

5.10.1. STP-WRP Activity Report
5.10.2. STP-WRP Inventory of Consumables and Spares
5.10.3. STP-WRP Usage of Spares/Consumables Monitoring

6.1.1. One (1) Plant Supervisor
- With a minimum of two (2) years of supervisory experience involving sewage treatment and reclaimed water facilities or other similar position

6.1.2. One (1) Electrician
6.1.3. One (1) Driver – Mechanic
6.1.4. One (1) Mechanic Pipe Fitter - Welder
6.1.5. Four (4) STP-WRP Operators
- With a minimum of two (2) years of experience involving sewage treatment and reclaimed water facilities operations or other similar position

6.1.6. One (1) Utility Staff

PEZA reserves the right to increase/decrease the number of personnel and hours of duty, as it deems necessary.

6.2. Prior to start of contract, the contractor must submit the list of personnel to be deployed including identified relievers together with the following documents:

i. Company Identification Cards
ii. NBI Clearance
iii. Drug Test Results
iv. Professional Driver's License (for Driver-Mechanic)
v. Fit-to-Work Medical Certificates

6.3. The contractor must inform PEZA-MEZ in case of changes of nominated personnel and before deploying new personnel.

6.4. The contractor shall also maintain a twenty-four (24)-hour engineering and service back-up group to support the MEZ STP-WRP unit.

VEHICLE REQUIREMENT

6.5. The contractor shall provide a service four-wheel vehicle to deploy personnel at MEZ Lift Stations, Manhole Station, Sewerage and Storm Lines inspection and connection, Water Reuse Line inspection and installation and for the servicing of maintenance works of pumps and distribution lines. The vehicle, preferably FB type, must have a load capacity of at least one (1) metric ton.

6.6. The contractor must ensure the roadworthiness of the required vehicle at all times. The vehicle must be readily available and must be solely used for the Operations and Maintenance Management of the MEZ STP-WRP.

EQUIPMENT/TOOLS REQUIREMENT

6.7. The contractor shall provide the following personal protective equipment for the personnel:

PERSONAL PROTECTIVE EQUIPMENT	QUANTITY PER PERSON
SAFETY BOOTS (Heavy duty PVC with polyester lining; oil, acid and antistatic resistant, 100% waterproof, black/orange sole, steel toe)	1 pair/year
NITRILE GLOVES (Chemical and oil resistant)	1 pair/month
WORKING HAND GLOVES (Cut-Resistant, Anti-Slip Cotton Gloves)	2 pairs/year
SAFETY GOGGLES (Close-fit, clear, universal nose bridge, high impact resistant)	1 pc/year
HARD HAT (General hard hat - Type I)	1 pc/year
REFLECTORIZED COVERALLS (heavy duty with reflectors)	2 pcs/year
RAINCOAT (Heavy duty, pants and jacket with hood)	1 pc/year
FACE MASK (Disposable for hygiene purposes)	1 pc/day

6.8. The contractor shall provide the following basic tools in the performance of their duties:

Description	Quantity
1. Wrenches	1 set
• Socket Wrench with ratchet (assorted sizes)	
• Box Wrench (assorted sizes)	
• Open-end Wrench (assorted sizes)	
• Adjustable Wrench (assorted sizes)	

• Monkey Wrench (assorted sizes)	
• Torque Wrench (assorted sizes)	
2. Pliers	1 set
• Gripping	
• Needle Nose	
• Pinch Off	
• Diagonal Cutting	
3. Screwdrivers	1 set
• Philips (assorted sizes)	
• Standard Tip (assorted sizes)	
4. Clamp Meter	1 unit
5. Multi-meter Tester	1 unit
6. Lock Ring Remover	1 unit
7. Grease Gun	1 unit
8. Gear Puller	1 unit
9. Electric Drill with assorted Drill Bits	1 set
10. Angle Grinder	1 unit
11. Allen Wrench (assorted sizes)	1 set
12. Tool Box	1 unit
13. Chain Block (3 tons)	1 unit
14. Flashlight	2 units
15. Assorted Hammers (ball peen, claw, plastic tip, etc.)	1 set
16. Center Punch (assorted sizes)	1 set
17. Assorted Chisel (flat and pointed)	1 set
18. Pick Mattock	1 unit
19. Bolo	2 units

20. Caliper	1 unit
21. Side Cutter	1 unit
22. Air Compressor	1 unit
23. Bench Vise	1 unit
24. Weighing Scale (20-50 kgs)	1 unit
25. Pipe Vise	1 unit
26. Welding Machine	1 unit
27. Wheelbarrow	2 units
28. Insulation Resistance Tester (Megger Tester)	1 unit
29. Fusion Welding Machine	1 unit
30. Grass Cutter	1 unit

6.9. The contractor must ensure that the required basic tools are properly maintained. The maintenance of the tools shall be at the expense of the contractor.

6.10. The contractor must strictly deploy the required basic tools per day to day operation. The tools must be readily available at all times and must be solely used for the Operations and Maintenance Management of the MEZ STP-WRP.

6.11. Based on the contractor's assessment of the work at hand, the contractor may opt to provide additional vehicle, tools, equipment or personnel other than the above listed requirements at no cost to PEZA.

7. RESPONSIBILITIES OF THE CONTRACTOR

Generally, but without limiting to the following, the Contractor shall:

7.1. Perform the services using sound environmental theories and practices in accordance with all prevailing environmental laws;

7.2. Ensure conformity with all other prevailing pertinent laws, rules and regulations implemented at the national and local levels and maintain the validity of the regulatory permits from regulatory agencies;

7.3. Adhere with the existing PEZA Economic Zone's policies especially on security and wastes handling;

7.4. Observe strict compliance with applicable labor laws, particularly on personnel's health and safety, compensation and welfare; The contractor is the sole employer of all its employees assigned under this Contract and shall be solely responsible and liable for strict compliance with all pertinent labor legislations, rules and regulations;

7.5. Ensure that emergency OSH related services will be provided to its employees such as first aid, emergency medical supplies and emergency hospitalization assistance; confinement and other related expenses, and such account shall be borne by the said contractor.

7.5. Accept full responsibility of the services performed and shall not hold PEZA-MEZ and/or its employees jointly and severally liable for any untoward event that may arise from its operation;

7.6. Perform the services in an efficient and diligent manner and use its best effort to ensure that the rendering of the operations and maintenance management of MEZ STP-WRP services shall not affect or disturb the operation of the locator enterprises;

7.7. Ensure that all personnel observe proper decorum and courtesy and abide by PEZA and locators' company rules when performing services within MEZ;

7.8. Ensure that all personnel wear company uniform, minimum required PPEs and Identification Cards (company and MEZ-issued) at all times within MEZ.

7.9. Assume full responsibility for any loss or damage to PEZA properties or of third parties received by the contractor when such loss or damage is due to the fault or negligence of contractor or when such fault or negligence of the contractor contributed to the cause of, or aggravated the loss or damage;

7.10. Ensure the complete security, restriction, and confidentiality of all information made available by PEZA-MEZ;

7.11. The contractor may present recommendations on the operation and maintenance of the MEZ STP-WRP. The contractor shall leave the decision to PEZA-MEZ as to whether and/or when to implement such recommendations;

7.12. Maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:

i. Service Delivery
ii. Personnel Requirement

iii. Equipment/supplies
iv. Contract Administration and Management

PEZA-MEZ shall conduct an assessment or evaluation of the performance of the contractor based on the set of criteria prescribed above on a monthly basis for the contract duration.

8. ASSISTANCE TO BE EXTENDED BY PEZA-MEZ

PEZA-MEZ shall extend the following assistance:

a. Provide all the necessary documents and information relevant to the contractor's performance of their services;

b. Designate a Supervising Unit and Pollution Control Officer of the facility who shall be responsible with compliance requirements of concerned government agencies and who shall coordinate with the contractor to ascertain that the scope of work stated herein is carried out accordingly.

c. Major repair works and provision of consumables/spare parts shall be on the account of PEZA.

9. CONTRACT DURATION

The service contract shall commence upon receipt of the Notice to Proceed and shall be effective for a period of ONE YEAR therefrom unless earlier revoked by PEZA due to unsatisfactory performance of the contractor.

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