PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF WORKFORCE, TOOLS AND EQUIPMENT FOR PEZA SEWERAGE TREATMENT PLANT (STP) AND WATER RECLAMATION PLANT (WRP) OPERATIONS AND MAINTENANCE

(Re-bidding)

ABC Php 5,581,018.73

Government of the Republic of the Philippines

Sixth Edition
July 2020

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 byany 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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations....4
Section I. Invitation to Bid....7
Section II. Instructions to Bidders....10
1. Scope of Bid....11
2. Funding Information....11
3. Bidding Requirements....11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices....11
5. Eligible Bidders....12
6. Origin of Goods....12
7. Subcontracts....12
8. Pre-Bid Conference....13
9. Clarification and Amendment of Bidding Documents....13
10. Documents comprising the Bid: Eligibility and Technical Components....13
11. Documents comprising the Bid: Financial Component....13
12. Bid Prices....14
13. Bid and Payment Currencies....15
14. Bid Security....15
15. Sealing and Marking of Bids....16
16. Deadline for Submission of Bids....16
17. Opening and Preliminary Examination of Bids....16
18. Domestic Preference....16
19. Detailed Evaluation and Comparison of Bids....17
20. Post-Qualification....18
21. Signing of the Contract....18
Section III. Bid Data Sheet....20
Section IV. General Conditions of Contract....22
1. Scope of Contract....23
2. Advance Payment and Terms of Payment....23
3. Performance Security....23
4. Inspection and Tests....24
5. Warranty....24
6. Liability of the Supplier....24
Section V. Special Conditions of Contract....25
Section VI. Schedule of Requirements....30
Section VII. Technical Specifications....32
Section VIII. Terms of Reference....36
Section IX. Price Schedule....49
Section X. Checklist of Technical and Financial Documents....53

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 May2019). 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 SUPPLY AND DELIVERY OF WORKFORCE, TOOLS AND EQUIPMENT FOR PEZA SEWERAGE TREATMENT PLANT (STP) AND WATER RECLAMATION PLANT (WRP) OPERATIONS AND MAINTENANCE

(Re-bidding)

PEZA MEZ 2022-002

1. The **Philippine Economic Zone Authority**, through the Approved Corporate Budget for the Year 2022 intends to apply the sum of **Five Million Five Hundred Eighty One Thousand Eighteen and 73/100 Pesos (Php 5,581,018.73)** being the ABC to payments under the contract for **Supply and Delivery of Workforce, Tools and Equipment for PEZA Sewerage Treatment Plant (STP) and Water Reclamation Plant (WRP) Operations and Maintenance [Re-bidding]**. 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 for one (1) year contract duration. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

    a. 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 during 8:00am to 5:00 pm and through PEZA Website.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **28 July 2022** from the given address 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 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person or through e-mail.

6. The **Philippine Economic Zone Authority** will hold a Pre-Bid Conference[1] on **05 August 2022, 2:00 pm** through video conferencing which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **17 August 2022; 2:00 pm**. Late bids shall not be accepted.

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

9. Bid opening shall be on **17 August 2022; 2:00 pm** at the given address DG's Conference Room, PEZA Administration Building, AAI Compound, Mactan Economic Zone, Lapu-lapu City and via teleconferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. 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.

11. For further information, please refer to:

Mr. Renato C. Doce, Jr
BAC Secretariat Chairperson
Philippine Economic Zone Authority
Administration Building, AAI Compound
Mactan Economic Zone, Lapu-lapu City
Telephone number: 032-340-0593
Email: mezbac@peza.gov.ph
renato.doce@peza.gov.ph
Website address: peza.gov.ph

For downloading of Bidding Documents:

http://www.peza.gov.ph/index.php/bid-opportunities

July 2022

Engr. Louie Evans E. Esoto
MEZ 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 **Supply and Delivery of Workforce, Tools and Equipment for PEZA Sewerage Treatment Plant (STP) and Water Reclamation Plant (WRP) Operations and Maintenance [Re-bidding],** with identification number *PEZA MEZ No. 2022-002.*

[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 Budget for the Year 2022 in the amount of **Five Million Five Hundred Eighty One Thousand Eighteen and 73/100 Pesos (Php 5,581,018.73).**

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. 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 pricesusing 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:

a. Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **DG's Conference Room, PEZA Administration Building, AAI Compound, Mactan Economic Zone, Lapu-lapu City on 05 August 2022; 2:00 pm** 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 three (3) 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, 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.**

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

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

b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. 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 120 days from the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or

[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.

performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one 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.**

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible duringthe said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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.

[Include the following options if Framework Agreement will be used:]

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

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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:

[Select one, delete the other/s]

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

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {*[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. {*[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to theprocuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

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

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

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: **a. Operation of Sewerage Treatment Plant.** **b. completed within three (3) years from the date of 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 **Php 111,620.37** *[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 279,050.94** *[Indicate the amount equivalent to five percent (5%) of ABC]* if bid security is in Surety Bond.
19.3	*[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]* *[In case the project will be awarded by item, list each item indicating its quantity and ABC.]*
20.2	*[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]*
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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 openstorage. 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.
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	**WORKFORCE/LABOR**	lot	1	7 days from Receipt of Notice to Proceed
2	**PERSONAL PROTECTIVE EQUIPMENT** A. FOR PLANT SUPERVISOR, SENIOR ELECTRICAL ENGINEER, ELECTRICIAN, PIPE FITTER, DRIVER/MECHANIC, WELDER, AND OPERATORS	lot	1	7 days from Receipt of Notice to Proceed
3	**PERSONAL PROTECTIVE EQUIPMENT** B. FOR ADMIN OFFICER AND UTILITY	lot	1	7 days from Receipt of Notice to Proceed
4	**EQUIPMENT**	lot	1	7 days from Receipt of Notice to Proceed
5	**MATERIALS**	lot	1	7 days from Receipt of Notice to Proceed

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		[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.]

TECHNICAL SPECIFICATIONS

SUPPLY AND DELIVERY OF MANPOWER, TOOLS AND EQUIPMENT FOR PEZA MEZ SEWERAGE TREATMENT PLANT (STP) AND WATER RECLAMATION PLANT (WRP) OPERATIONS AND MAINTENANCE [MEZ STP-WRP OPERATIONS AND MAINTENANCE MANAGEMENT]

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE "Comply" or "Not Comply"
	GENERAL SCOPE	
A.	**PERSONNEL REQUIREMENT (present organizational chart for personnel requirement in bidding documents)**	
1.0	**1 Plant Supervisor** • Licensed Mechanical Engineer • With a minimum of two (2) years of experience involving sewage treatment and reclaimed water facilities or other similar position • With twenty-four (24) hours of relevant training • Computer literate with basic AutoCAD knowledge	
2.0	**1 Administrative Officer** • Completed any four (4) year college course relevant to the job • Computer literate	
3.0	**1 Electrical Engineer** • Licensed Electrical Engineer • With a minimum of one (1) year of experience involving sewage treatment and reclaimed water facilities or other similar position • Computer literate with basic AutoCAD knowledge	
4.0	**1 Electrician** • Graduate of Electrical Engineering or Master Electrician • With a minimum of two (2) years of experience in maintenance work as electrician • Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation	
5.0	**1 Mechanic Pipe Fitter** • High School graduate or Vocational Course graduate related to mechanical • Must have a minimum of two (2) years of experience in maintenance work as pipe fitter/mechanic • Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs • Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation	
6.0	**1 Driver / Mechanic** • High School graduate or Vocational Course graduate related to mechanical or electrical • Must have a minimum of two (2) years of experience in maintenance work as driver/mechanic • Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs • Must know how to drive and with driver's license • Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation	
7.0	**1 Welder** • Graduate of related Vocational Course • Must have a minimum of two (2) years of experience in maintenance work as welder • Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs • Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation	
8.0	**4 Operators** • Graduate of Vocational Course related to mechanical or electrical • With work experience in Motor Controls, Programmable Logic Controllers (PLC) troubleshooting of Sewage Treatment Plant or similar plants • Willing to be assigned in shifting schedules	
9.0	**5 Utility Staff** • High School Graduate • Willing to be assigned in shifting schedules	
10.0	**The Service Provider/Contractor's head office shall also maintain a twenty-four (24) hours engineering and service back-up group to support the MEZ STP-WRP unit.** **(present certification of availability of 24-hr engineering and back up group in bidding documents)**	

Section VIII. Terms of Reference

PROJECT TITLE:
SUPPLY AND DELIVERY OF WORKFORCE, TOOLS AND EQUIPMENT FOR PEZA MEZ SEWERAGE TREATMENT PLANT (STP) AND WATER RECLAMATION PLANT (WRP) OPERATIONS AND MAINTENANCE
[MEZ STP AND WRP OPERATIONS AND MAINTENANCE MANAGEMENT]

LOCATION:
MEZ, IBO, LAPU-LAPU CITY, CEBU

DATE:
September 15, 2021

A. OBJECTIVES AND CONTRACT DURATION

A.1. To efficiently and effectively operate the Sewerage Treatment Plant (STP) and Wastewater Reclamation Plant (WRP), as further defined below, to produce effluents that meet and comply with all pertinent standards set by the Environmental Management Bureau (DENR-EMB).

A.2. To efficiently and effectively maintain the Sewerage Treatment Plant (STP) and Wastewater Reclamation Plant (WRP), as further defined below, to ensure efficient and effective operation.

A.3. The contract shall be valid for one (1) year only.

B. GENERAL REQUIREMENTS

B.1. The service provider must have completed, within the period specified in the Invitation to Bid, a single contract (SLCC) that is similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. However, in the case of Expendable Supplies, said SLCC must be at least twenty five percent (25%) of the ABC.

For this purpose, the similar contracts mentioned must be related to Operations and Maintenance of any of the following:

B.1.1. Wastewater Treatment Facility
B.1.2. Sewage Treatment Facility
B.1.3. Water Treatment Facility

B.2. For single proprietorship, latest / current clearance / certification of good standing and compliance of statutory obligation from DTI.

B.3. For corporation and partnership, latest / current clearance / certification of good standing and compliance with statutory obligation from SEC.

C. GENERAL SCOPE OF WORK

C.1. The service provider will perform routine and maintenance work on the various equipment components of the existing Sewerage Treatment Plant (STP) and Wastewater Reclamation Plant (WRP). The work shall also include the repair of reuse water distribution system and sewerage collection lines. **Annex "A"** shows the distribution/collection system of MEZ STP-WRP.

C.2. The service provider shall provide 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 must have a load capacity of at least one (1) metric ton and able to carry 15 kilowatt submersible pumps among other tools and equipment (Minimum Requirement: Multicab).

C.3. The service provider shall provide PEZA all the necessary personnel for the operation and maintenance of STP-WRP, its electro-mechanical components, equipment, safety devices, and control panel system on a twenty-four (24) hours basis daily for a maximum of three (3) shifts per day, seven (7) days a week, including holidays.

C.4. The service provider shall provide PEZA with qualified technical personnel to operate and maintain the MEZ STP-WRP as follows:

Job Title	No. of Personnel
1. Plant Supervisor	1
2. Administrative Officer	1
3. Registered Electrical Engineer	1
4. Electrician	1
5. Mechanic Pipe Fitter	1
6. Driver - Mechanic	1
7. Welder	1
8. Operator	4
9. Utility Staff	5
TOTAL	**16**

C.5. The service provider's head office shall also maintain a twenty-four (24) hour engineering and service back-up group to support the MEZ STP-WRP unit.

C.6. The minimum qualifications of the technical personnel are as follows:

C.6.1. **Plant Supervisor**

- Licensed Mechanical Engineer
- With a minimum of two (2) years of experience involving sewage treatment and reclaimed water facilities or other similar position
- With twenty-four (24) hours of relevant training
- Computer literate with basic AutoCAD knowledge

C.6.2. **Administrative Officer**

- Completed any four (4) year college course relevant to the job
- Computer literate

C.6.3. **Registered Electrical Engineer**

- Registered Electrical Engineer
- With a minimum of one (1) year of experience involving sewage treatment and reclaimed water facilities or other similar position
- Computer literate with basic AutoCAD knowledge

C.6.4. **Electrician**

- Graduate of Electrical Installation and Maintenance NC II
- With a minimum of two (2) years of experience in maintenance work as electrician (preferably in Motor Controls, Programmable Logic Controllers troubleshooting of Sewage Treatment Plant or similar plants)
- Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation

C.6.5. **Mechanic Pipe Fitter**

- High School graduate or Vocational Course graduate related to mechanical
- Must have a minimum of two (2) years of experience in maintenance work as pipe fitter/mechanic
- Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs
- Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation

C.6.6. **Driver / Mechanic**

- High School graduate or Vocational Course graduate related to mechanical or electrical
- Must have a minimum of two (2) years of experience in maintenance work as driver/mechanic
- Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs
- Must know how to drive and with driver's license
- Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation

C.6.7. **Welder**

- Graduate of related Vocational Course
- Must have a minimum of two (2) years of experience in maintenance work as welder
- Preferably with experience in centrifugal pumps, submersible pumps and cyclodrive motor repairs
- Willing to work on 24/7 on-call basis depending on the measures of necessity of the operation

C.6.8. **Operator**

- Graduate of Vocational Course related to mechanical or electrical
- With work experience in Motor Controls, Programmable Logic Controllers (PLC) troubleshooting of Sewage Treatment Plant or similar plants
- Willing to be assigned in shifting schedules

C.6.9. **Utility Staff**

- High School Graduate
- Willing to be assigned in shifting schedules

C.7. The service provider shall provide the following protective gear and safety equipment for the personnel:

C.7.1. Safety Boots
C.7.2. Rubber Gloves
C.7.3. Working Hand Gloves
C.7.4. Safety Goggles
C.7.5. Hard Hat
C.7.6. Reflectorized Coveralls
C.7.7. Raincoat
C.7.8. Face Shield

C.7.9. Face Mask
C.7.10. Rubber Boots

C.8. Only STP-WRP operators and staff nominated by the service provider at the time of tender shall be assigned at the facilities. Substitution of personnel may only be allowed after prior evaluation and approval of PEZA.

C.9. PEZA reserves the right to increase/decrease the number of personnel and hours of duty, as it deems necessary.

C.10. PEZA MEZ Environment, Health and Safety Division (EHSD) shall be the entity that shall act as the Supervising Unit and Pollution Control Officer of the facility and as such be responsible with compliance requirements of concerned government agencies.

D. SPECIFIC SCOPE OF WORK

PEZA, thru EHSD, shall designate a Supervising Officer/Pollution Control Officer that shall direct, check, monitor and coordinate the performance of the following operations/services that shall be undertaken by the service provider/contractor:

D.1. TECHNICAL ASPECT

D.1.1. The service provider shall properly operate, maintain, and secure the MEZ STP-WRP twenty-four (24) hours daily in three (3) shifts, including weekends and holidays, to wit:

D.1.1.1. Sewerage Treatment Plant
- D.1.1.1.1. Lift Stations/Grit Chamber
- D.1.1.1.2. Aerated Lagoons
  - Complete Mixing Aerated Lagoon (CMAL)
  - Partial Mixing Aerated Lagoon (PMAL)
- D.1.1.1.3. Settling Tanks
- D.1.1.1.4. Chlorinator System
- D.1.1.1.5. Distribution Boxes
- D.1.1.1.6. By-pass with Sluice Gate Valve
- D.1.1.1.7. Chlorine Contact Chamber

D.1.1.2. Water Reclamation Plant
- D.1.1.2.1. Holding Tanks
- D.1.1.2.2. Sump Pumps
- D.1.1.2.3. Pressure Sand Filter Tanks
- D.1.1.2.4. Booster Pumps
- D.1.1.2.5. Chlorinator
- D.1.1.2.6. Sludge Drying Bed

This includes the routinary desludging of the aerated lagoons (PMAL and CMAL), Settling Tanks and Sludge Drying Bed, the frequency of which shall be upon the evaluation of PEZA MEZ EHSD.

D.1.2. The service provider shall be responsible for the necessary minor repairs of the facilities and equipment. The service provider shall submit evaluation and recommendation reports to PEZA MEZ EHSD for repairs that requires job outsourcing, subject to the approval of PEZA MEZ EHSD.

D.1.3. The service provider 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

D.1.4. PEZA shall not provide any tools or equipment to the service provider for its operations and maintenance of facilities. Based on the service provider assessment of the work at hand, the service provider may opt to provide additional tools and equipment other than the above listed basic tools at no cost to PEZA.

D.1.5. The service provider shall keep and maintain a logbook detailing the hourly activities in the STP-WRP. The service provider shall also monitor and keep record of the performance of the equipment/machineries as follows:

D.5.1. Aerator Inspection Report (Daily)
D.5.2. CMAL/PMAL Process Operation Report (Monthly)
D.5.3. Pump Inspection Report
D.5.4. Settling Tank Process Operation Report (Monthly)
D.5.5. Reuse Water Chlorine Dosing Record (Weekly)
D.5.6. Effluent Chlorine Dosing Record (Weekly)
D.5.7. other reports as may be required

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

D.1.6. In addition, the service provider shall submit to PEZA MEZ EHSD on a monthly basis the following reports / inventories:

D.6.1. STP-WRP Activity Report
D.6.2. STP-WRP Inventory of Consumables and Spares
D.6.3. STP-WRP Usage of Spares/Consumables Monitoring
D.6.4. STP-WRP Damaged Equipment Monitoring
D.6.5. PEZA-Owned STP-WRP Tools Inventory
D.6.6. other reports as may be required

D.1.7. The service provider shall conduct their own laboratory tests on a weekly basis to confirm the efficiency of the system for the following parameters:

D.7.1. Dissolved Oxygen (DO)
D.7.2. Biochemical Oxygen Demand (BOD)
D.7.3. Total Suspended Solids (TSS)
D.7.4. Oil and Grease

D.7.5. Ammonia

D.7.6. Nitrate
D.7.7. Phosphate
D.7.8. Surfactants
D.7.9. Color
D.7.10. Temperature
D.7.11. pH
D.7.12. Fecal Coliform
Note: Samples shall be taken from the STP Influent and Effluent (2 samples)

Hence, the service provider must have tied-up with a DENR-accredited laboratory. The service provider, through its assigned personnel, shall assist in the collection of effluent samples for testing by third-party laboratories. The PEZA MEZ EHSD shall be provided with the results of the tests within twenty-four (24) hours of its availability.

In case of failed wastewater effluent quality parameter/s, the services provider must submit incident report and conduct corrective measures subject to the approval of PEZA MEZ EHSD. Re-sampling/Re-testing of wastewater effluent must be conducted after implementation of corrective actions at no cost to PEZA.

D.1.8. The service provider shall maintain the cleanliness and orderliness of the facilities so as to ensure a safe place to work. And shall also be responsible for the periodic clean-up of the distribution/collection system.

D.1.9. The service provider shall adhere with the existing PEZA Economic Zone's policies especially on security and wastes handling.

D.1.10. The service provider shall observe strict compliance with the applicable labor laws, particularly, on employee's health and safety, compensation, and welfare. The service must have a functional Occupational Safety and Health (OSH) policy and program which will cover its employees deployed in PEZA and meet the requirement as provided in the CSC-COA-DBM Joint Circular No. 1, s. 2017 14 dated June 15, 201730, as amended by CSC-COA-DBM Joint Circular No. 1, s. 2018.

D.1.11. The service provider must 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.

D.1.12. All repair works due to wear and tear shall be on the account of PEZA. Otherwise, the service provider shall pay for the repair works.

D.1.13. Trolleys, plastic bags, pails, drums, and other equipment for the safe handling and storage of non-hazardous solid wastes, chemicals, wet or dewatered sludge or scum, and the likes shall be provided by service provider.

D.2. ADMINISTRATIVE ASPECT

D.2.1. The service provider 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. The service provider shall hold PEZA absolutely free and clear from any liabilities or responsibilities on any claim or claims which may be filed by any of the said employees for any reason whatsoever.

D.2.2. The service provider shall assume full responsibility for any loss or damage to PEZA properties or of third parties received by service provider when such loss or damage is due to the fault or negligence of the service provider or when such fault or negligence of the service provider contributed to the cause of, or aggravated the loss or damage, provided such loss or damage was not the result of a third party's negligence or malicious act.

D.2.3. The service provider shall submit the following documents to PEZA for each nominated personnel after award of contract:

D.2.3.1. Police and NBI Clearance
D.2.3.2. Medical Certificate (Fit to Work)
D.2.3.3. Drug Test Result

D.2.4. The service provider shall pay the salaries, allowances and other statutory monetary benefits of all their employees assigned under this Contract in accordance with existing laws, rules and regulations governing employment of labor.

D.2.5. The service provider shall submit to PEZA its monthly billing rate within the first fifteen (15) days of each month following that for which the services were rendered, together with the following documents:

D.2.5.1. Sworn statement showing that actual services have been rendered by the employees for the billing period claimed.
D.2.5.2. Sworn statement showing proof of payment of the salaries, wages and/or benefits of all its employees for the previous billing period.
D.2.5.3. Sworn statement showing proof of remittances of SSS / PhilHealth / PAGIBIG premiums/payments and other deductions/contributions required or authorized by law.

D.3. SPECIFIC OPERATION DUTIES AND RESPONSIBILITIES

D.3.1 Conduct specific tests and measurements (related to routine operations) on the wastewater being treated.

D.3.2. Make appropriate adjustments of valves and other control mechanisms of the STP-WRP to maintain, correct, and/or improve treatment operations.

D.3.3. Keep a record of the operating conditions and settings of the STP-WRP using forms / logbooks to be provided by the service provider.

D.3.4. Prepare chemicals and other items used up or consumed during the operation of the STP-WRP and replenish the same from the stocks of PEZA.

D.3.5. Conduct routinary desludging of the aerated lagoons (PMAL and CMAL), Settling Tanks and Sludge Drying Bed.

D.3.6. The service provider shall advise the designated Supervising Officer/Pollution Control Officer of PEZA-MEZ on specific requirements for chemicals, lubricants, other consumables, etc., normally through the Plant Supervisor.

D.4. SPECIFIC MAINTENANCE DUTIES AND RESPONSIBILITIES

D.4.1. Clean the STP-WRP and other above-specified equipment areas and components in accordance with good housekeeping procedures, including minor repainting as and when needed. Conduct necessary minor repairs to facilities and equipment.

D.4.2. Periodically and regularly observe and inspect all STP-WRP equipment and facilities in accordance with preventive maintenance procedures, such as checking for any abnormalities in temperature, vibration, sound, etc., and reporting such in writing within twenty-four (24) hours to the designated Supervising Officer/Pollution Control Officer of PEZA-MEZ.

D.4.3. Ensure the proper lubrication, maintenance of correct oil levels where needed, and timely oil change where required, of all STP-WRP equipment in accordance with the manufacturer's recommendations and routine maintenance procedures.

D.4.4. Ensure that packing, glands, mechanical seals, bolts and nuts, and bearings, where required, are in good working condition. Attend to the replacement of such packing, glands, mechanical seals, bolts and nuts, and bearings when the need arises or in accordance with the preventive maintenance schedules.

D.4.5. Ensure that all water and wastewater transport lines and tanks as well as gas transport lines are in good operating condition and leak-free. Employ and adopt immediate measures to arrest any such leaks where practicable and advise the designated Supervising Employee/Pollution Control Officer of PEZA-MEZ.

D.4.6. Assist maintenance and operation personnel of PEZA-MEZ in any emergency problems related to environmental matters, such assistance to be rendered during the normal/routine shift period of the personnel.

D.4.7. Maintain a record of routine and preventive maintenance work performed on the STP-WRP equipment.

D.5. OTHER WORK CONDITIONS

D.5.1. The service provider shall, at all times, exercise due care to ensure the complete security, restriction, and confidentiality of all information made available by PEZA.

D.5.2. The service provider may present recommendations on the operation and maintenance of the STP-WRP. The service provider shall leave the decision to PEZA-MEZ as to whether and/or when to implement such recommendations.

D.5.3. The service provider shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria which includes the following:

D.5.3. 1. Service Delivery
D.5.3.2. Personnel Requirement
D.5.3.3. Equipment/supplies
D.5.3.4. Contract Administration and Management

PEZA shall conduct an assessment or evaluation of the performance of the service provider once or twice a year.

D.5.4. Based on the Procuring Entity's assessment, it may pre-terminate the contract for failure by the service provider to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB under Resolution No. 018-2004 dated 22 December 2004.

D.5.5. PEZA shall provide chemicals/consumables for use in the operation of facilities. **Annex "B"** shows the list, tentative quantity and tentative frequency of issuance of the chemicals/consumables to the service provider/contractor.

PREPARED BY:

MARIA GRACELDA B. PINO-REROMA
Safety Specialist
MEZ-EHSD

CHECKED/REVIEWED BY:

NICASIO G. MAMITES
Division Chief II
MEZ-EHSD

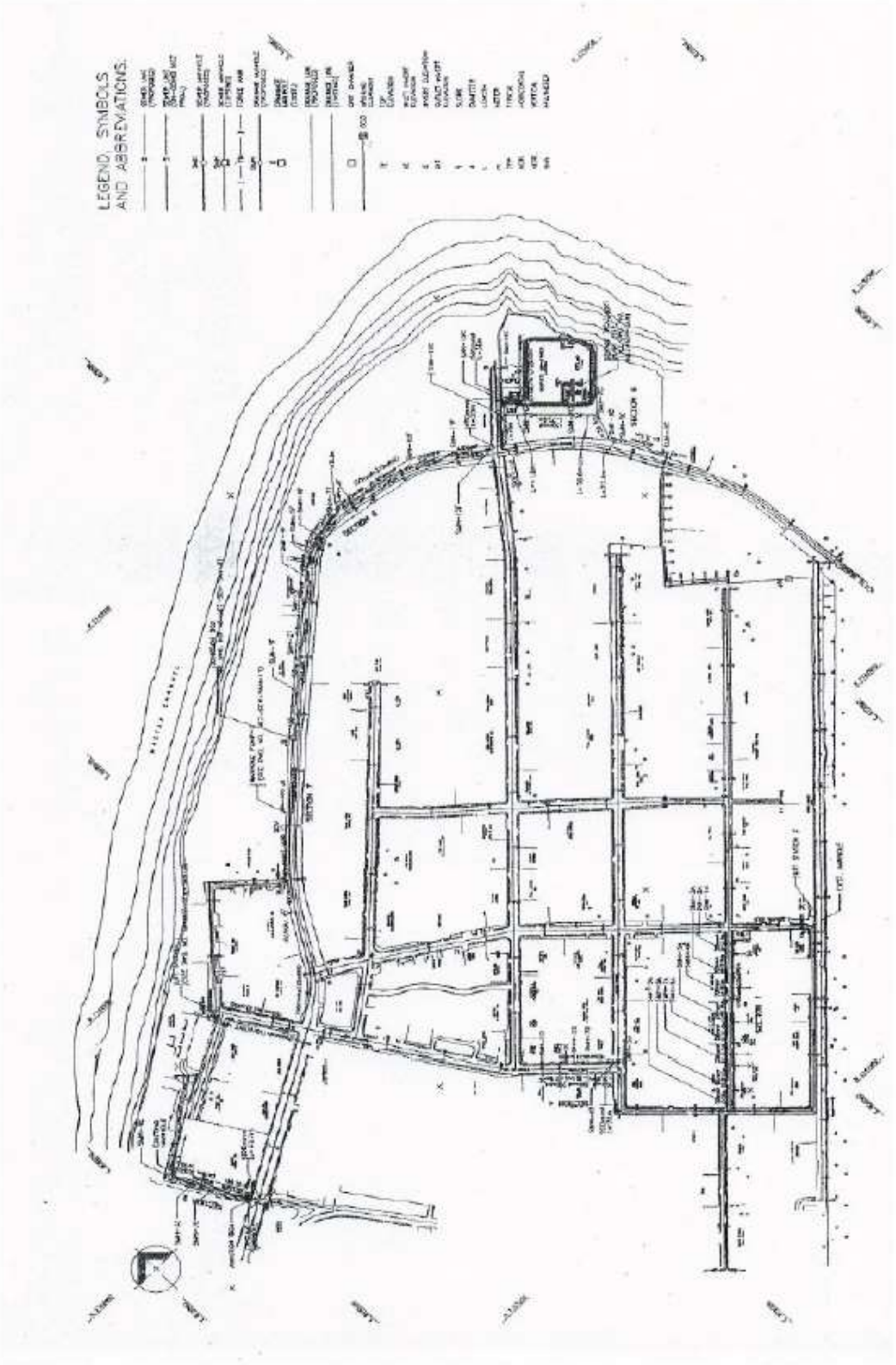
RECOMMENDING APPROVAL:

JULIE LUV P. ORDOÑA-ANGUS
OIC - Department Manager
MEZ Support Services Dept.

APPROVED BY:

ATTY. ABDULLAH ADEL-KHAN P. ALUG
Zone Administrator
MEZ and VisMin SEZs

ANNEX A. Distribution/Collection System of MEZ STP-WRP



ANNEX B. LIST OF CHEMICALS/CONSUMABLES WITH TENTATIVE QUANTITY AND FREQUENCY OF ISSUANCE TO THE SERVICE PROVIDER/CONTRACTOR BY PEZA MEZ

DESCRIPTION	VOLUME/QUANTITY
Powder Chlorine (40kgs/pail)	25 pails/year
Perimeter Lights	1 lot/year
Electrical Safety Devices	1 lot/year
Electrical Control Devices	1 lot/year
Mechanical Devices/Equipment	1 lot/year
Motor Oil and Grease	1 carboy/year
Motor Cleaner and Degreaser	1 carboy/year
Filtration Media	1 lot/year
Contact Cleaner	10 cans/year
Penetrating Oil	10 cans/year

Section IX. Price Schedule

DETAILED UNIT PRICE ANALYSIS (DUPA)

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, Mechanic Pipe Fitter, Driver/Mechanic, Welder, Operator)	393.5 days annually (32.792 days/month)
- For those who are not required to work on special days and regular holidays (Plant Supervisor, Administrative Officer Registered Electrical Engineer, Utility Staff)	313 days annually (26.083 days/month)
Employee Shifts	3 shifts (6AM-2PM, 2PM-10 PM, 10PM-6AM) 1 day off

	Designation	No. of Person	No. of Days	Daily Basic Rate	Annual Amount
A.	**LABOR**				
	A.1. WAGE				
	a. PLANT SUPERVISOR	1	26.083		
	b. ADMINISTRATIVE OFFICER	1	26.083		
	c. REGISTERED ELECTRICAL ENGINEER	1	26.083		
	d. ELECTRICIAN	1	32.792		
	e. MECHANIC PIPE FITTER	1	32.792		
	f. DRIVER / MECHANIC	1	32.792		
	g. WELDER	1	32.792		
	h. OPERATOR	4	32.792		
	i. UTILITY STAFF	5	26.083		
	A.1. WAGE TOTAL				
		No. of Person	**Monthly Basic Rate**	**Monthly SSS and Contribution**	**Annual Amount**
	A.2. SSS AND EC				
	a. PLANT SUPERVISOR	1			
	b. ADMINISTRATIVE OFFICER	1			
	c. REGISTERED ELECTRICAL ENGINEER	1			
	d. ELECTRICIAN	1			
	e. MECHANIC PIPE FITTER	1			
	f. DRIVER / MECHANIC	1			
	g. WELDER	1			
	h. OPERATOR	4			
	i. UTILITY STAFF	5			
	A.2. SSS AND EC TOTAL				
		No. of Person	**Monthly Basic Rate**	**Monthly PhilHealth Contribution**	**Annual Amount**
	A.3. PHILHEALTH				
	a. PLANT SUPERVISOR	1			
	b. ADMINISTRATIVE OFFICER	1			
	c. REGISTERED ELECTRICAL ENGINEER	1			
	d. ELECTRICIAN	1			
	e. MECHANIC PIPE FITTER	1			
	f. DRIVER / MECHANIC	1			
	g. WELDER	1			
	h. OPERATOR	4			
	i. UTILITY STAFF	5			
	A.3. PHILHEALTH TOTAL				
		No. of Person	**Monthly Basic Rate**	**Monthly PAGIBIG Contribution**	**Annual Amount**
	A.4. PAGIBIG				
	a. PLANT SUPERVISOR	1			
	b. ADMINISTRATIVE OFFICER	1			
	c. REGISTERED ELECTRICAL ENGINEER	1			
	d. ELECTRICIAN	1			
	e. MECHANIC PIPE FITTER	1			
	f. DRIVER / MECHANIC	1			
	g. WELDER	1			
	h. OPERATOR	4			
	i. UTILITY STAFF	5			
	A.4. PAGIBIG TOTAL				

		No. of Person	13th Month Pay		Annual Amount
	A.5. 13TH MONTH PAY				
	a. PLANT SUPERVISOR	1			
	b. ADMINISTRATIVE OFFICER	1			
	c. REGISTERED ELECTRICAL ENGINEER	1			
	d. ELECTRICIAN	1			
	e. MECHANIC PIPE FITTER	1			
	f. DRIVER / MECHANIC	1			
	g. WELDER	1			
	h. OPERATOR	4			
	i. UTILITY STAFF	5			
	A.5. 13TH MONTH PAY TOTAL				
		No. of Person	**No. of Days**	**Daily Rate**	**Annual Amount**
	A.6. FIVE DAYS INCENTIVE LEAVE				
	a. PLANT SUPERVISOR	1	5		
	b. ADMINISTRATIVE OFFICER	1	5		
	c. REGISTERED ELECTRICAL ENGINEER	1	5		
	d. ELECTRICIAN	1	5		
	e. MECHANIC PIPE FITTER	1	5		
	f. DRIVER / MECHANIC	1	5		
	g. WELDER	1	5		
	h. OPERATOR	4	5		
	i. UTILITY STAFF	5	5		
	A.6. FIVE DAYS INCENTIVE LEAVE TOTAL				
		No. of Person	**Hourly Rate (10% of daily basic rate)**	**Daily Night Premium Rate (8 hrs duty)**	**Annual Amount (393.5 days)**
	A.7. NIGHT DIFFERENTIAL				
	h. OPERATOR (10 PM - 6 AM Shift)	1			
	A.7. NIGHT DIFFERENTIAL TOTAL				
	SUM TOTAL FOR A (A.1 + A.2 + A.3 + A.4 + A.5 + A.6 + A.7)				
	Name and Capacity	**No. of Units**	**No. of Days**	**Daily Rate**	**Annual Amount**
B.	Equipment				
	a. Vechicle (Minimum Requirement: Multicab; ELS = 5 years) ELS = Expected Life Span	1	annual		
	Gasoline (liters)	3 (liters/day)		(Php/liters)	
	Oils & Lubricants (5% of fuel cost)	lot	[leave blank]	[leave blank]	
	Equipment registartion renewal and maintenance including tire & etc.	lot	[leave blank]	[leave blank]	
	b. Communication (data for 4 units)	4	26.083	50.00	
	SUM TOTAL FOR B			**P**	
	Specification	**Unit**	**Quantity**	**Unit Cost**	**Annual Amount**
C.	**Material**				
	1. Weekly Influent, Effluent and Reuse Water Sampling (2 points) (DO, BOD, TSS, Oil&Grease, Ammonia, Nitrate, Phosphate, Surfactants, Color, Temperature, pH, Fecal Coliform)	lot	104		
	2. Uniform (Pants and Shirts) - 3 sets per person	lot	16		
	3. Personal Protective Equipment for Operations (See Annex Afor Breakdown)	lot	10		
	4. Personal Protective Equipment for Admin. Officer and Utility (See Annex A for Breakdown)	lot	6		
	5. Wrenches (Socket Wrench (set) with ratchet, Box Wrench (set), Open end Wrench (set), Adjustable Wrench, Monkey Wrench, Torque Wrench)	set	1		
	6. Pliers (Gripping, Needle Nose, Pinch off, and Diagonal Cutting)	set	1		
	7. Screw Driver Set (Philips and Standard Tip in various sizes)	set	1		
	8. Clamp Ammeter	unit	1		

	9. Multi-meter Tester	unit	1		
	10. Lock Ring Remover	unit	1		
	11. Grease Gun	unit	1		
	12. Gear Puller	unit	1		
	13. Electric Drill with assorted Drill Bits	set	1		
	14. Angle Grinder	unit	1		
	15. Allen Wrench (assorted sizes)	set	1		
	16. Tool Box	unit	1		
	17. Chain Block (3 tons)	unit	1		
	18. Flashlight	unit	2		
	19. Assorted Hammers (ball peen, claw, plastic tip, etc.)	set	1		
	20. Center Punch (assorted sizes)	set	1		
	21. Assorted Chisel	set	1		
	22. Pick Mattock	unit	1		
	23. Bolo	unit	2		
	24. Caliper	unit	1		
	25. Side Cutter	unit	1		
	26. Air Compressor	unit	1		
	27. Bench Vise	unit	1		
	28. Weighing Scale (20-50 kgs)	unit	1		
	29. Pipe Vise	unit	1		
	30. Welding Machine	unit	1		
	31. Wheelbarrow	unit	2		
	32. Insulation Resistance Tester (Megger Tester)	unit	1		
	33. Fusion Welding Machine	unit	1		
	Note: ELS of items 5-33: 3 years)				
	SUM TOTAL FOR C			**P**	
D.	Direct Cost (A+B+C)				
E.	Administrative Fee	10% of D			
F.	Tax	12% of A			
G.	TOTAL (D+E+F)				

BIDDING PRICE

(annual)

Name:

Designation:

Date Signed:

ANNEX A - PERSONAL PROTECTIVE EQUIPMENT (PPE)

A. FOR PLANT SUPERVISOR, SENIOR ELECTRICAL ENGINEER, ELECTRICIAN, PIPE FITTER, DRIVER/MECHANIC, WELDER, AND OPERATORS

PPE	UNIT/YEAR		UNIT PRICE	TOTAL PRICE
SAFETY BOOTS (Heavy duty PVC with polyester lining; oil, acid and antistatic resistant, 100% waterproof, black/orange sole, steel toe)	1	1 pc/year		
RUBBER GLOVES (Cut-resistant, nitrile, grip oil resistant)	12	1 pc/month		
WORKING HAND GLOVES (Cut-Resistant, Anti-Slip Cotton Gloves)	12	1 pc/month		
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 SHIELD	1	1 pc/year		
FACE MASK	313	1 pc/day		
	TOTAL ANNUAL COST			

B. FOR ADMIN OFFICER AND UTILITY

PPE	UNIT/YEAR		UNIT PRICE	TOTAL PRICE
RUBBER BOOTS (water resistant rubber boots)	1	1 pc/year		
RUBBER GLOVES (Standard cleaning rubber gloves)	12	1 pc/month		
WORKING HAND GLOVES (heavy duty cotton)	12	1 pc/month		
FACE SHIELD	1	1 pc/year		
FACE MASK	313	1 pc/day		
	TOTAL ANNUAL COST			

Name:

Designation:

Date Signed:

Section X. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC)similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
  or
  Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**

☐ (k) 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

☐ (l) 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

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

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

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

☐ (o) *[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.

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

Republic of the Philippines
gppb
Government Procurement Policy Board