

# **PHILIPPINE BIDDING DOCUMENTS**

## **Operation & Maintenance Services of TanWD Septage Treatment Plant (FY 2024)**

Government of the Republic of the Philippines



**October 2023**

**Sixth Edition**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



Republic of the Philippines

## **TANAY WATER DISTRICT**

IFP Bldg., No. 41 F.T. Catapusan St., Tanay, Rizal

Tel Nos. 8654-4450 / 8654-0033: ogm.tanwd@gmail.com

### **INVITATION TO BID**

## **OPERATION AND MAINTENANCE SERVICES OF TANWD SEPTAGE TREATMENT PLANT FY 2024**

1. The **Tanay Water District** through the 2024 Corporate Operating Budget with BOD BR 2023-160 intends to apply the sum of **Three Million Nine Hundred Sixty Thousand Pesos (₱ 3,960,000.00)** being the ABC to payments under the contract for the **Operation and Maintenance Services of TanWD Septage Treatment Plant**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Tanay Water District** now invites bids for the above mentioned works. Delivery of the Services shall commence on January 1, 2024 to December 31, 2024 (1 Year). Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Interested bidders may obtain further information from Tanay Water District and inspect the Bidding Documents at the address given below during Monday – Friday, **8:00 am to 5:00 pm Except Holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **October 24, 2023 to November 20, 2023, from Mondays to Fridays, 8:00 AM to 5:00 PM** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱ 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **Tanay Water District** will hold a Pre-Bid Conference on **November 6, 2023, 02:00 PM** at **Tanay Water District Conference** 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 **November 20, 2023, 02:00 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 **November 20, 2023, 02:00 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Tanay Water District** 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:  
  
WILFREDO R. OGNILLA  
BAC Secretariat  
Tanay Water District  
#41 F. T. Catapusan St., Tanay, Rizal  
bacsec80@gmail.com  
Telefax: 654-3891  
Tel.No. 654-4450 loc.109 / 110
12. You may visit the following websites:

For downloading of Bidding Documents: <http://www.tanaywaterdistrict.gov.ph/>

**October 24, 2023**

(Sgd) ENGR. ARMANDO H. BONGAT  
BAC Chairperson



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

## 1. Scope of Bid

The Procuring Entity, **Tanay Water District** wishes to receive Bids for the **Operation and Maintenance of TanWD Septage Treatment Plant FY 2024**, with identification number **Purchase Request No. 13101**.

The Procurement of Services shall cover January to December Year 2024, 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 FY 2024 (**BOD BR 2023-160**) in the amount of **Three Million Nine Hundred Sixty Thousand Pesos (₱ 3,960,000.00)**.

2.2. The source of funding is **Tanay Water District's Corporate Operating Budget**.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the

Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 **Tanay Water District Conference Room** 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 five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 Calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

### **16. Deadline for Submission of Bids**

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

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



## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Operation and Maintenance Services of Septage Treatment Plant with a water district.</li> <li>b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed
8	The Procuring Entity will hold a pre-bid conference for this Project on <b>November 6, 2023, 2:00 PM</b> at <b>Tanay Water District Conference Room</b> .
12	The prices of the Goods shall be quoted Delivered Duty Paid, Tanay Water District, Tanay, Rizal.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Seventy-Nine Thousand Two Hundred Pesos (₱79,200.00)</b> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>One Hundred Ninety-Eight Thousand Pesos (₱ 198,000.00)</b> (5% of ABC) if bid security is in Surety Bond.</li> </ul>
19.3	No further instruction
20.1	No further instruction
21.1	Prior to signing of contract, the winning bidder shall submit a performance security in the amount not less than 5% of the contract price either cashiers/managers check, bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank .

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

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

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*

GCC Clause	
1	<p>The <b>Supplier</b> shall provide for the Operation and Maintenance of Septage Treatment Plant with the following scope of services ( See Scope of Contract):</p> <ol style="list-style-type: none"> <li>1. Desludging Services for water district’s service areas.</li> <li>2. Operation of Treatment Plant and upkeep.</li> <li>3. Maintenance of Septage Treatment Plant and Vacuum Trucks.</li> </ol> <p>The <b>Procuring Entity</b> shall provide for the following:</p> <ol style="list-style-type: none"> <li>1. Electricity and water expenses in the facility.</li> <li>2. Diesel supplies for the vacuum trucks and the genset of the facility when needed</li> <li>3. Disposal of sludge cakes and other solid waste generated by the plant shall be handled by district personnel.</li> </ol> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Emmanuel C. Catolos or his Authorized Representatives.</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s</li> </ol>

plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

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

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.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period of the contract.

Spare parts or components shall be supplied as promptly as possible in order not to hamper the delivery of goods.

**Packaging –**

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

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

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

Name of Procuring Entity

Name of 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

	<p>practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be fifteen (15) days upon receipt of Monthly Billing Statement and other supporting documents as stipulated in the contract. (See Annex A).
4	The laboratory test to be conducted is the Effluent Test for the treated waste water generated by the plant. (See Annex B).



## **SCOPE OF CONTRACT**

### **ARTICLE I DESCRIPTION OF SERVICES**

- 1.1 VACUUM TRUCK OPERATION AND MAINTENANCE.** The CONTRACTOR shall provide all management, personnel, labor, tools, materials, and equipment necessary for the Vacuum Truck Septage Sludge hauling operation and maintenance, in accordance with the attached contract of services. The terms Operate shall be understood to mean Vacuum Truck Operation wherever it is used in this contract of services and the term Maintenance shall mean PM or preventive maintenance of the Vacuum Truck. The CONTRACTOR shall also provide emergency repair services related to these vacuum truck operations.
- 1.2 SEPTAGE TREATMENT PLANT OPERATION AND MAINTENANCE.** The CONTRACTOR shall provide all management, personnel, labor, tools, chemical, materials, and equipment necessary for the Septage Treatment Plant operation and maintenance, in accordance with the attached contract of services. The term Operate shall be understood to mean Treatment Facility Operation wherever it is used in this contract of services and the term Maintenance shall mean PM or preventive maintenance of the equipment and accessories of the Septage Treatment Facility. The CONTRACTOR shall also provide emergency repair services related to the facility operations.
- 1.3 MONITORING.** The CONTRACTOR will monitor the truck condition including the fuel consumption and maintenance schedules. The CONTRACTOR will monitor effluent parameters as attached in Annex A. Effluent monitoring will be posted visible to all personnel involved in the Septage Treatment Plant Facility. Monthly testing of wastewater effluent by an accredited DENR/LLDA third party laboratory testing center will be shouldered by the CONTRACTOR.
- 1.4 PERSONNEL AND EQUIPMENT.** The CONTRACTOR shall ensure that all technical personnel are properly trained and maintain qualifications throughout the life of this contract, as required to sludge vacuuming operation. Personnel leave of absence shall be filed in advance at least two (2) days in compliance with the internal policy and the administrative rule as agreed upon by both parties. However, there are situations in which leave cannot reasonably requested in advance, e.g. unexpected illness or any emergency cases or untoward incidents, a leave maybe granted but a reliever should always be provided so as not to affect the operation. The CONTRACTOR shall provide Personal Protective Equipment (PPE) to technical personnel assigned in compliance with the safety regulations inside the plant premises.
- 1.5 CORRECTIVE MAINTENANCE / REPAIR LIMITATION.**
- 1.5.1** Corrective maintenance is any work that is required to return a system or components to proper operating condition. All vacuum truck breakdowns that are minor in nature and needs replacement will be replaced and repaired by the CONTRACTOR. On the other hand, for all vacuum truck breakdowns that needs major parts replacement, the CONTRACTOR shall submit comprehensive program of work to the TanWD for approval. Once approved, the CONTRACTOR shall procure the parts and the DISTRICT shall be billed by the CONTRACTOR for the supply of the major parts only but the labor services/installation shall be at the expense of the CONTRACTOR. The billing shall be supported by an itemized list of all parts replaced, showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turnover to the DISTRICT.
- 1.5.2** Corrective maintenance is any work that is required to return a system or components to proper operating condition. All SpTP equipment breakdowns that are minor in nature and needs replacement will be replaced and repaired by the CONTRACTOR. On the other hand, all SpTP equipment that needs major parts replacement, the

CONTRACTOR shall submit comprehensive program of work to the TanWD for approval. Once approved, the CONTRACTOR shall procure the parts and the DISTRICT shall be billed by the CONTRACTOR for the supply of the major parts only but the labor services/installation shall be at the expense of the CONTRACTOR. The billing shall be supported by an itemized list of all parts replaced, showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turnover to the DISTRICT.

## **1.6 EVALUATION AND INSPECTION.**

- 1.6.1 All Vacuum Truck Unit will be audited by the CONTRACTOR and counterchecked by the DISTRICT before assuming Operation and Maintenance. All faulty equipment inspected during the audit will be attended immediately by the CONTRACTOR for repair/replacement.
- 1.6.2 All equipment in the Septage Treatment Plant will be audited by the CONTRACTOR and counterchecked by the DISTRICT before assuming Operation and Maintenance. All faulty equipment inspected during the audit will be attended immediately by the CONTRACTOR for repair/replacement.

## **1.7 EMERGENCY AND TEMPORARY REMEDIAL CAPABILITIES.**

- 1.7.1 The CONTRACTOR shall perform extended vacuum truck operational hours or operational days including Saturdays and Sundays to make sure that the target volume are met in the event a vacuum truck is inoperable due to repair, inclement weather or holidays. This will be with no additional cost to the DISTRICT. Such emergency and temporary services shall normally be coordinated with the Plant Manager through Pollution Control Officer and shall be accomplished using methods to avoid vacuum operational interruptions.
- 1.7.2 The CONTRACTOR shall provide and operate portable submersible pumps when required to accomplish emergency repairs and maintenance efforts. The CONTRACTOR shall have any necessary emergency pumps in place. Such emergency and temporary services shall normally be coordinated with the Plant Manager and Pollution Control Officer and shall be accomplished using acceptable methods to avoid operational interruptions, unpermitted discharge, and to minimize system downtime.

## **ARTICLE II ECONOMICS**

For and in consideration of the faithful performance by the CONTRACTOR (based on Articles "IV" and "V" and Annex "A"), the DISTRICT agrees to pay the fixed monthly billing of \_\_\_\_\_ Philippine Currency, VAT-Included, payable through monthly billing or a total amount of \_\_\_\_\_ and shall commence on January 1, 2024 to December 31, 2024.

## **ARTICLE III PAYMENT TERMS**

- 3.1 The CONTRACTOR will issue an invoice every first week of the following month. The CONTRACTOR gives the DISTRICT fifteen (15) working days payment terms upon issuance of invoice. Approved Monthly Report of the related month will be attached to the invoice upon submission.
- 3.2 Monthly regular meeting is required between CONTRACTOR authorized representative and District authorized representative to be held every first week of the following month rendered as requirement for the approval of the monthly billing.

**ARTICLE IV  
DESLUDGING SERVICES**

**4.1 DESCRIPTION OF SERVICES.**

4.1.1 **DESCRIPTION.** The CONTRACTOR shall provide all management, personnel, labor, chemicals, tools, materials, and necessary equipment for the Septage Desludging and Hauling Operation, in accordance with this contract of services. The term Operate shall be understood to mean Vacuum Truck Operation wherever it is used in this contract of services. The CONTRACTOR shall also provide maintenance services related to these operations. The District shall provide the fuel supply for the Vacuum Truck thru the issuance of gas slip in accordance with fuel demand.

4.1.2 **OPERATION.** The CONTRACTOR shall:

- 4.1.2.1 Provide Two (2) personnel to act as Vacuum truck operator and helper.
- 4.1.2.2 The partial operations of the Septage Treatment Plant shall be limited to two (2) days of desludging operations per week, from 8am to 5pm.
- 4.1.2.3 Include the Septage desludging and hauling operation but are not limited to:
  - a. Maintain the Vacuum Truck in good condition at all times
  - b. Perform vacuum operation in accordance with TanWD Schedule
  - c. Monitor the Vacuum Pump Condition during vacuuming operation
  - d. Perform routine inspection of the vacuum truck before going out for a trip.
  - e. Assure that all necessary PPE and safety tools and equipment are available for use in the truck
  - f. Perform weekly cleaning or as needed in order to maintain cleanliness of the vehicle.
  - g. Perform scheduled preventive maintenance and immediate repairs as necessary.
  - h. Perform daily routine vacuum pump system inspection
  - i. Cleaning of Tank internal every week or as needed
  - j. Cleaning of potable water tank regularly to remove sediment accumulation
  - k. Maintain sufficient level of water for use in cleaning after vacuum operation
  - l. Generate monthly report for submittal to the TanWD
  - m. Reporting to TanWD for any issues that could affect the septage desludging and hauling operation.

4.1.3 **MONITORING.** The CONTRACTOR will monitor the truck condition including the fuel consumption, maintenance schedule, efficiency of collection based on minimum in between distances. A monthly summary report will be submitted to the Pollution Control Officer for performance evaluation and discussion.

4.1.4 **PERSONNELS AND EQUIPMENT.** The CONTRACTOR shall ensure that all technical personnel are properly trained and maintain qualifications throughout the life of this contract, as required to sludge vacuuming operation. The CONTRACTOR will provide Personal Protective Equipment to technical personnel assigned in compliance with the safety regulations inside the plant premises. The CONTRACTOR shall provide also anti-tetanus, hepatitis B and Covid 19 vaccinations, health insurance and other minimum safety requirements of DOLE to deployed personnel.

4.1.5 **CORRECTIVE MAINTENANCE / REPAIR LIMITATION.** Corrective maintenance is any work that is required to return a system or components to proper operating condition. All vacuum truck breakdowns that are minor in nature will be repair by the CONTRACTOR. On the other hand, all equipment that need replacement, the CONTRACTOR shall procure the parts and the DISTRICT shall be billed by the

CONTRACTOR. The billing shall be supported by an itemized list of all parts replaced, showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turnover to the DISTRICT. The CONTRACTOR will prepare maintenance report.

4.1.6 **TRUCK EVALUATION.** All Vacuum Truck Unit will be audited by the CONTACTOR and counterchecked by the DISTRICT before assuming Operation and Maintenance. All faulty equipment inspected during the audit will be attended immediately by the CONTACTOR for repair/replacement.

4.1.7 **EMERGENCY AND TEMPORARY REMEDIAL CAPABILITIES.** The **CONTRACTOR** shall perform extended sludge hauling operation including on Saturdays and Sundays to make sure that the schedules are met in the event a vacuum truck is inoperable due to repair, inclement weather or holidays. This will be with no additional cost to the **DISTRICT**. Such emergency and temporary services shall normally be coordinate with TanWD and Pollution Control Officer and shall be accomplished using methods to avoid vacuum operational interruptions.

## **ARTICLE V OPERATION AND MAINTENANCE OF SEPTAGE TREATMENT PLANT**

### **5.1 DESCRIPTION OF SERVICES**

5.1.1 **DESCRIPTION.** The CONTRACTOR shall provide all management, personnel, labor, chemicals, tools, materials, and necessary equipment to operate and maintain septage treatment plant (SpTP), in accordance with this contract of services. The term Operate shall be understood to mean Operate and Maintain wherever it is used in this contract of services.

5.1.2 **OPERATION.** The CONTRACTOR shall:

- i. Provide one (1) plant operator and one (1) helper; and technical support team who is on call anytime and must visit the operation at least once a month. The plant operator and helper are also the vacuum truck operator and helper specified in provision 4.1.2.1.
- ii. Operate the Septage Treatment Plant (SpTP) two (2) days per week
- iii. Schedule of Vacuum Truck receiving operations from 8AM to 5PM
- iv. Include Septage Treatment Plant operations, but are not limited to:
  - a. Maintain sufficient inventory level such as PPE, housekeeping tools and materials, chemicals, safety tools, disinfection materials and cleaning agents at all times
  - b. Assure that the effluent is in compliance with parameters set by DENR/LLDA (please see attached Annex A)
  - c. Maintain all equipment of the treatment facility in good running conditions
  - d. Record all activities, parameter results and chemical dosages (please see attached Annex A) for review by the Pollution Control Officer
  - e. Perform sludge bagging in the absence of truck for direct dumping
  - f. Cleaning of all equipment and facilities in the treatment plant during shutdown maintenance
  - g. Perform scheduled preventive maintenance and immediate repairs as necessary.
  - h. Perform daily routine system inspection
  - i. Cleaning of Treatment plant premises
  - j. Cleaning of tanks accumulated scum
  - k. Maintain sufficient level of recycled water for use in operation
  - l. Ensure the operation of Potable Water and Recycled Water supply pumping system

- m. Perform jar testing prior to start of dewatering process to verify the polymer dosage
- n. Generate monthly report for submittal to the TanWD
- o. Reporting to TanWD for any issues that could affect the plant operation

5.1.3 **MONITORING.** The CONTRACTOR will monitor effluent parameters as attached in Annex A. Effluent monitoring will be posted visible to all personnel involved in the Septage Treatment Plant Facility. Monthly testing of wastewater effluent by an accredited DENR/LLDA third party laboratory testing center will be shouldered by the CONTRACTOR. A monthly summary report will be submitted to the Pollution Control Officer for performance evaluation and discussion.

5.1.4 **PERSONNEL AND EQUIPMENT.** The CONTRACTOR shall ensure that all personnel are properly trained and maintain qualifications throughout the life of this contract, as required to operate the Septage Treatment Plant. All personnel are required to be at the workplace during operational days. In cases of official trips or emergency situation, proper coordination with TanWD management shall be made. The CONTRACTOR will provide Personal Protective Equipment to technical personnel assigned in compliance with the safety regulations inside the plant premises. The Contractor shall also provide tools including pH meter and portable test kits for nutrients and chlorine residual.

5.1.5 **CALIBRATION.** Monitoring equipment such as flow meters provided by the CONTRACTOR will be calibrated once a year to ensure accurate results of wastewater effluent. Certificate of Calibration equipment must be updated and available at all times. Copy of such must be provided to the Pollution Control Officer.

5.1.6 **CORRECTIVE MAINTENANCE / REPAIR LIMITATION.** Corrective maintenance is any work that is required to return a system or components to proper operating condition. All equipment breakdowns that are minor in nature will be repaired or replaced by the CONTRACTOR at no cost to the DISTRICT. On the other hand, all equipment that need replacement, the CONTRACTOR shall procure the parts and the DISTRICT shall be billed by the CONTRACTOR. The billing shall be supported by an itemized list of all parts replaced, showing the item description, quantity, unit cost, total cost and the end use of the item. All parts replaced shall be turnover to the DISTRICT.

5.1.7 **EQUIPMENT EVALUATION.** All equipment in the Septage Treatment Plant will be audited by the CONTRACTOR and counterchecked by the DISTRICT before assuming Operation and Maintenance. All faulty equipment inspected during the audit will be attended immediately by the CONTRACTOR for repair/replacement.

5.1.8 **EMERGENCY AND TEMPORARY REMEDIAL CAPABILITIES.** The CONTRACTOR shall provide and operate portable submersible pumps when required to accomplish emergency repairs and maintenance efforts. The CONTRACTOR shall have any necessary emergency pumps in place. Such emergency and temporary services shall normally be coordinated with TanWD and Pollution Control Officer and shall be accomplished using acceptable methods to avoid operational interruptions, un-permitted discharge, and to minimize system downtime.

## 5.2 WASTEWATER CHARACTERISTICS

5.2.1 **DESCRIPTION.** The Septage Treatment Plant is designed to be running at a maximum of 20 cubic meters per day, with partial desludging operations to be scheduled twice per week totaling to a maximum of 40 cubic meters per week volume. Septage sludge sources comes only from household while commercial and industrial source maybe desludged but subject for inspection.

5.2.2 **EFFLUENT.** Attached herewith as Annex A are the parameters which will be the basis for this contract services.

## **ARTICLE VI COMPLIANCE TO THE QUALITY MANAGEMENT SYSTEM**

The **CONTRACTOR** must comply on the Quality Management System of the **DISTRICT** for ISO 9001:2015. However, the **DISTRICT** is obligated to facilitate an awareness program to all personnel and provide necessary documents and transparency for the implementation of the program.

## **ARTICLE VII STANDARD OF PERFORMANCE**

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

## **ARTICLE VIII PROVISION FOR DATA PRIVACY ACT**

The **CONTRACTOR**, acting as Personal Information Processor shall at all times adhere to the provisions set forth in Republic Act No. 10173 otherwise known as the Data Privacy Act of 2012.

The **CONTRACTOR** shall ensure that all data shared by the **DISTRICT** are secured and protected and shall only be used for its legal and intended purposes. The **CONTRACTOR** shall be liable in cases of intentional or unintentional breach due to their negligence or fault. The **CONTRACTOR**, acting as Personal Information Processor must comply with Sec. 44 (b) of Rule X of the Data Privacy Act of 2012.

## **ARTICLE IX COMMON PROVISIONS**

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

## **ARTICLE X OTHER TERMS AND CONDITIONS**

- 10.1 **FUEL AND UTILITIES.** The **DISTRICT** shall provide fuel to run the vacuum trucks and standby generator and shall also shoulder the electricity and water utilities required to operate the Septage Treatment Plant.
- 10.2 **PERMITS.** The **DISTRICT** shall be responsible for the renewal of Discharge Permit from LLDA and any other permits from regulating bodies in relation to the Operation of Septage Treatment Plant.

10.3 **SURVEYING, SCHEDULING AND DISPOSAL.** The District shall be responsible for the scheduling and surveying activities prior to the vacuum truck deployment including the transport and disposal of sludge bags from the drying bed area.

10.4 **NON COMPLIANCE OF EFFLUENT PARAMETERS.** The CONTRACTOR shall be responsible for any penalties arising from non-compliance of effluent parameters until such time it is corrected or rectified.

10.5 **PETTY CASH.** The CONTRACTOR shall provide funds for any possible expense that might be incurred due to:

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

#### 10.6 **PERSONNEL ASSIGNMENT**

10.6.1 The CONTRACTOR shall provide and assign personnel who possess the required qualifications and experience suitable to the positions as specified in this contract under section 4.1.2 and 5.1.2i and having correct discipline for the function or duty to be performed, physically and mentally fit, and of good moral character.

10.6.2 The CONTRACTOR maintains administrative control and supervision over its personnel, however, it hereby authorizes the DISTRICT to give direct instructions to the personnel assigned during their term of duty and such exercise of power by the DISTRICT shall not be deemed as relinquish of power by the CONTRACTOR as the Employer of the said personnel.

10.6.3 The CONTRACTOR shall initiate the shuffling of manpower based on their experience, capability and knowledge.

10.6.4 The CONTRACTOR hereby reserves the right the immediate replacement of any of the assigned personnel of the CONTRACTOR who, in its opinion, are found wanting in competency, honesty, and integrity or whose continued stay or service would be prejudicial to the best interest of the DISTRICT.

10.6.5 In case of absence, through illness or any reason, the CONTRACTOR must notify the DISTRICT as soon as possible in all cases where a member of the staff is unable to attend at the place of work. A reliever must fill in his position to not disrupt the plant's operation. For planned leave, personnel must notify and submit leave form, and the CONTRACTOR must fill in temporarily the vacant position.

10.6.6 The CONTRACTOR shall ensure that all the assigned personnel shall not collect or accept payment from the customers and instead advise them to make the payment to the DISTRICT's designated payment centers. The CONTRACTOR shall immediately replace any of the assigned personnel found to have received/accepted payment from customers and found to have committed offenses that are similar thereof or offenses classified as just causes for termination under the Labor Code of the Philippines.

10.6.7 All liabilities arising out of the utilization by the CONTRACTOR of any and all personnel in fulfillment of its obligations under this agreement shall be the sole responsibility of the CONTRACTOR and shall hold the DISTRICT free and harmless from any such liabilities.

10.7 **CONTRACT PERFORMANCE EVALUATION.** Overall performance based on contract deliverables shall be evaluated which will include the equipment performance, process performance and staff performance based on the criteria set by both parties. The

performance evaluation shall be evaluated every two (2) months and shall be properly communicated to each concern party.

## **ARTICLE XI LIABILITY OF THE CONTACTOR**

The **CONTRACTOR** shall be liable to the **DISTRICT** for the performance of the service and the prescribed rules in accordance with the provisions set forth on this Agreement, subject to the following limitations:

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

11.2 The **CONTRACTOR** shall not be liable for any loss or damage caused by or arising out of fortuitous events.



## OPERATIONAL AND PERFORMANCE REQUIREMENTS

### 1. Required Desludging and Treatment Process

The SpTP shall be on a partial operation only - two (2) days desludging, two (2) days treatment operation and one (1) day preventive maintenance for the equipment and vacuum trucks. However, the secondary treatment component, which is a biological process, shall be operated on a continuous basis.

Table 1: Design Flow

Design Flow	Design Capacity
Average Flow	20 cum/day

### 2. Required Treatment Plant Performance Requirements/Efficiencies

- a. The SpTP shall produce dewatered sludge cake within an average DS content of 15% to 20%.
- b. The SpTP shall produce an effluent conforming to all national government standards (i.e. for Class C inland water) particularly the parameters enumerated in the Discharge Permit issued by Laguna Lake Development Authority (LLDA).

Table 2: Effluent Quality (Parameter Limitations)

Parameter	Standards
Biochemical Oxygen Demand, BOD <sub>5</sub>	50 mg/L
Fecal Coliform	400MPN/100 mL
Ammonia, NH <sub>3</sub> -N	0.50 mg/L
Surfactants (MBAS)	15 mg/L
Nitrate, NO <sub>3</sub> -N	14 mg/L
Phosphate	1 mg/L
Oil and Grease	5 mg/L

*Note: Discharge Wastewater Total Annual BOD<sub>5</sub> must not exceed 288 kg for all outfalls.*

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

# Schedule of Requirements

Item	Description	Quantity	Delivery Period
<b>1</b>	<b>Operation &amp; Maintenance</b>		
a.	Desludging	2 personnel	Twice a week
b.	Plant Operation	2 personnel	Twice a week
c.	Housekeeping/Maintenance	2 personnel	Once a week
<b>2</b>	<b>Supply and Delivery of Chemicals / consumables</b>	1 lot	Within the contract period
<b>3</b>	<b>Effluent Testing</b>	1 lot	Every month
<b>4</b>	<b>Repair and Maintenance of Equipment and vacuum trucks</b>	1 lot	Within the contract period
<b>5</b>	<b>Monthly Reporting</b>	1 lot	Every month
<b>6</b>	<b>Operations Audit</b>	1 lot	Every month

## ***Section VII. Technical Specifications***

# Technical Specifications

Item No.	Specifications	Statement of Compliance
1.	<p>Two (2) personnel to act as plant operators and vacuum truck operators during the duration of the contract. Their training and vaccinations will be included in the package.</p> <p>Roles and Responsibilities shall include:</p> <ul style="list-style-type: none"> <li>• Desludging operations (exc. the opening and closing of septic tanks)</li> <li>• Treatment plant operations</li> <li>• Housekeeping and maintenance of trucks and the facility</li> </ul> <p>Schedule of Work shall be:</p> <ul style="list-style-type: none"> <li>• Two (2) days of desludging operations</li> <li>• Two (2) days for treatment plant operations</li> <li>• One (1) day for housekeeping and maintenance</li> </ul>	
2.	Chemicals and consumables shall be provided by the Supplier but limited only to all chemicals related to the operations of the plant and the sacks needed for the sludge cakes produced	
3.	Test result as required by regulating bodies thru an independent accredited LLDA/DOH laboratory.	
4.	Preventive maintenance, troubleshooting, repair of equipment and vehicles for any downtimes	
5.	Submission of Monthly reports of accomplishments, maintenance activities, data/information for DENR/LLDA SMR and concerns to WD	
6.	Technical support team to visit at least once monthly for operations audit, and provide any technical assistance required	

***Section VIII. Checklist of Technical and  
Financial Documents***

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

## ***Section IX. Bidding Forms***



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**Bid Form for the Procurement of Services**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICE SCHEDULE**

Particulars	Qty	Unit Cost	Total Amount
<p>Operations and Maintenance of Septage Treatment Plant and Vacuum Trucks covering the scope of services such as:</p> <ul style="list-style-type: none"> <li>• Desludging</li> <li>• Plant operations</li> <li>• Housekeeping and Maintenance of trucks and facility</li> <li>• Supply and Delivery of Chemicals and sacks</li> <li>• Conduct and Submission of Effluent Test result</li> <li>• Preventive maintenance troubleshooting, repair of equipment and vacuum trucks</li> <li>• Submission of monthly reports accomplishments, maintenance activities</li> <li>• Operations audit by Technical support team</li> </ul>	12 months		
<b>Total</b>			

Submitted by:

\_\_\_\_\_  
 Name and Signature  
 Designation: \_\_\_\_\_  
 Name of Company \_\_\_\_\_  
 Date Signed \_\_\_\_\_

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*



