



Republic of the Philippines  
**TANDAG CITY WATER DISTRICT**  
Mabua, Tandag City, Surigao del Sur

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **PROCUREMENT OF GOODS**

for the

# **DESIGN, BUILD AND OPERATE BULK WATER SUPPLY FOR TANDAG CITY WATER DISTRICT (TEN YEAR CONTRACT)**

(CONTRACT NO. 2020-10-003)

**Sixth Edition**

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>11</b>
1. Scope of Bid .....	12
2. Funding Information.....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	12
5. Eligible Bidders.....	12
6. Origin of Goods .....	13
7. Subcontracts .....	13
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	14
11. Documents comprising the Bid: Financial Component .....	14
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 .....	16
20. Post-Qualification .....	17
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>20</b>
1. Scope of Contract .....	21
2. Advance Payment and Terms of Payment .....	21
3. Performance Security .....	21
4. Inspection and Tests .....	21
5. Warranty .....	22
6. Liability of the Supplier .....	22
<b>Section V. Special Conditions of Contract .....</b>	<b>23</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>28</b>
<b>Section VII. Technical Specifications .....</b>	<b>29</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>32</b>

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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





## INVITATION TO BID FOR DESIGN, BUILD AND OPERATE BULK WATER SUPPLY FOR TANDAG CITY WATER DISTRICT (TEN YEAR CONTRACT)

1. The **Tandag City Water District**, through the **CORPORATE BUDGET 2021** intends to apply the sum of **TEN MILLION EIGHTY THOUSAND PESOS ONLY (PHP 10,080,000.00)** being the ABC to payments under the contract for **2020-10-003**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Tandag City Water District** now invites bids for the above Procurement Project. Delivery of the Goods is required within **ONE HUNDRED EIGHTY CALENDAR DAYS UPON RECEIPT OF NOTICE TO PROCEED**. Bidders should have completed, within **THREE 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).

	BRIEF DESCRIPTION
Name of Project	<b>DESIGN, BUILD AND OPERATE POTABLE BULK WATER SUPPLY FOR TANDAG CITY WATER DISTRICT (TEN YEAR CONTRACT)</b>
Desired Minimum Volume or Quantity of Water	Four Thousand (4,000) cubic meters of water per day
Approved Budget for the Contract (ABC) - inclusive of all taxes(in Philippine Peso)	<i>as provided above</i>
Delivery Points	The water supply should be delivered using booster pumps to the reservoir of Tandag City Water District through 14" diameter High Density Polyethylene (HDPE) Pipe, SDR 17 with 8.2km Transmission Line from Brgy. Maitom to Purok Panubigan, Telaje with a provision of Four Distribution Line with Gate Valve and 4" diameter Flow Meter
Contract Duration	<b>TEN (10) YEARS</b>

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 **Tandag City Water District** and inspect the Bidding Documents at the address given below during **8:00am-5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **08 OCTOBER 2020** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of TWENTY FIVE THOUSAND ONLY PESOS (Php 25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **THROUGH ELECTRONIC MAIL OR WILL BE PRESENTED IN PERSON**.
6. The **Tandag City Water District** will hold a Pre-Bid Conference<sup>1</sup> on **16 OCTOBER, 2:00PM** at Tandag City Water District, Purok Palmera, Mabua, Tandag City and/or through video conferencing or webcasting *via ZOOM*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or **28 OCTOBER 2020, 1:00PM**. 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 **28 OCTOBER 2020, 2:00PM** at the given address below and/or via **ZOOM**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Tandag City 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:  
  
**NORALYN G. PABALATE**  
*BAC Secretariat*  
*Tandag City Water District*  
*09105593378*  
*tandag\_water\_district@yahoo.com.ph*  
*086-211-3258*
12. You may visit the following websites:

For downloading of Bidding Documents: <https://tandagwd.gov.ph>

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<sup>1</sup> 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.

For online bid submission: <https://tandagwd.gov.ph>

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**FOR. JERRY A. BERNADAS**  
*BAC Chairperson*

## ***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, *Tandag City Water District* wishes to receive Bids for the **DESIGN, BUILD AND OPERATE BULK WATER SUPPLY FOR TANDAG CITY WATER DISTRICT (TEN YEAR CONTRACT)**, with identification number **2020-10-003**.

The Procurement Project (referred to herein as “Project”) is composed of **ONE LOT**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of Ten Million Eighty Thousand Pesos Only (Php 10,080,000.00).

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed **CORPORATE OPERATING BUDGET**.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 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 e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>2</sup> 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.



## **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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 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***

### **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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>DESIGN, BUILD AND OPERATE BULK WATER SUPPLY.</b></li> <li>b. completed within <b>THREE YEARS</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	N/A.
12	The price of the Goods shall be quoted DDP at <b>BRGY. MAITOM TO PUROK PANUBIGAN, TELAJE</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>TWO HUNDRED ONE THOUSAND SIX HUNDRED PESOS ONLY (Php 201,600.00, two percent (2%) of ABC)</b>, 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>FIVE HUNDRED FOUR THOUSAND PESOS ONLY (Php 504,000.00, five percent (5%) of ABC)</b> if bid security is in Surety Bond.</li> </ul>
19.3	<p><i>[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.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

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

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

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. 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***

### **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	<p><i>[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:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 at <b>BRGY. MAITOM</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: <i>Select appropriate requirements and delete the rest.</i></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> </ol>

	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>5.2.1.1.1 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</p> <p>5.2.1.1.2 in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <b>TEN YEARS</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>ONE HUNDRED TWENTY</b> months of placing the order.</p>

	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p><b>NAME OF THE PROCURING ENTITY</b>  <b>NAME OF THE SUPPLIER</b>  <b>CONTRACT DESCRIPTION</b>  <b>FINAL DESTINATION</b>  <b>GROSS WEIGHT</b>  <b>ANY SPECIAL LIFTING INSTRUCTIONS</b>  <b>ANY SPECIAL HANDLING INSTRUCTIONS</b>  <b>ANY RELEVANT HAZCHEM CLASSIFICATIONS</b></p>
	<p>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.</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	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## ***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.

<b>Year</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/Months</b>
1	DESIGN, BUILD AND OPERATE BULK WATER SUPPLY FOR TANDAG CITY WATER DISTRICT (TEN YEAR CONTRACT)	4,000 cu.m./day	DAY ONE (1) OF DELIVERY IS ONE HUNDRED EIGHTY (180) CALENDAR DAYS FROM THE ISSUANCE OF THE NOTICE TO PROCEED
2		4,500 cu.m./day	
3		5,000 cu.m./day	
4		5,500 cu.m./day	
5		6,000 cu.m./day	
6		6,000 cu.m./day	
7		6,000 cu.m./day	
8		6,000 cu.m./day	
9		6,000 cu.m./day	
10		6,000 cu.m./day	

## ***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
		<p><i>[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.]</i></p>



# Technical Specifications

<b>Statement of Compliance</b>	(State “ <b>Comply</b> or <b>Not Comply</b> ” for each item description and specifications)
1. The BULK WATER SUPPLIER shall Design, Finance and Construct Facilities and Structures including Intake Structure, Water Treatment Plant, Transmission Pipelines, Interconnections and all related Electro-mechanical facilities that will extract water from sources duly approved by TCWD from the Tandag River, process/treat the extracted water to meet the Technical Specifications requirements/standard of the PHILIPPINE NATIONAL STANDARDS FOR DRINKING WATER (PNSDW 2017) to supply the required volume. Design and construction of facility shall meet the maximum capacity of 10,000 cu.m/day. Facilities shall also include a monitoring room equipped with computerized monitoring system.	
2. The water treatment plant of the BULK WATER SUPPLIER must have the following treatment facility: sedimentation pond and dual media pressure filter (with silica sand and anthracite as filter media) designed to accommodate the maximum capacity of 10,000 cu.m/day.	
3. All pipelines shall be conformed on the standards set by LWUA and TCWD as shown in Annex B (Pipe-laying and specifications). TCWD assigned project engineer shall supervise the activities of the contractor during project implementation to ensure proper workmanship.	
4. All pipes and appurtenances after the Flow Meter and up to the injection points as stated in Annexes A and B shall be supplied and installed by the Bulk Water Supplier with superior quality materials and standard installation procedures. The ownership and maintenance of such pipelines shall be turned over to TCWD upon commissioning.	
5. The BULK WATER SUPPLIER shall provide one unit 500 cu.m. product tank/booster pumps and ensure continuous water supply at all times even during high turbid water source, power interruptions and equipment breakdowns or repairs. The BULK WATER SUPPLIER shall provide a generator set as back-up power supply and back-up/spare equipment such as but not limited to pumps, electric motors, chlorinator, stirrer, chemical feed pumps and other related equipment to ensure faithful performance of its contractual obligations. The BULK WATER SUPPLIER must also restore the water supply within 24 hours in case of electro-mechanical breakdown not caused by the man-made and natural calamities.	

<p>6. The BULK WATER SUPPLIER shall ensure no carry-over of sand filter-media to TCWD Water Supply System. TCWD shall impose penalty of 100% of the average selling price per cubic meter which shall be automatically and unilaterally deductible from the monthly bill due for the non-compliance of the above requirement.</p>	
<p>7. The BULK WATER SUPPLIER shall bill the TCWD monthly on the actual delivered volume of potable water not exceeding the scheduled volume for the day. Any quantity exceeds the required volume for the day shall be considered free and not be included in the billing.</p>	
<p>8. The BULK WATER SUPPLIER shall allocate at least 1% of the total gross sales of water billed to TCWD for the purpose of both parties' corporate social responsibility (CSR) projects. The implementation of the CSR projects shall be bilateral and agreed by both parties.</p>	
<p>9. With the assistance of TCWD, the BULK WATER SUPPLIER shall secure water rights from the National Water Resources Board (NWRB) under the name of MCWD. The BULK WATER SUPPLIER shall also be responsible for securing licenses and/or permit required by the local government unit agency or office for the operation of the water source and land rights. The BULK WATER SUPPLIER shall also be responsible for the payment of all national and local taxes, customs, duties, fees and the like whatsoever arising in connection with the project and must procure GSIS / Government Insurance necessary for the project. The acquisition or lease of lot for the duration of this contract in putting up their water treatment plant shall be the responsibility of the BULK WATER SUPPLIER, including right of way acquisition of such lots needed for the projects.</p>	
<p>10. The BULK WATER SUPPLIER must submit Program of Works, Plans, Details, indicating all structures, pipelines, electro-mechanical equipment, laboratory facilities, technical description of lot for the project and other specifications, during the bidding process.</p>	
<p>11. All the physical structures, electro-mechanical equipment, spare equipment and laboratory facilities stated in the program of works submitted during bidding must be completed and installed before the day one of the contract period. The BULK WATER SUPPLIER shall furnish TCWD with electronic and hard copies of plans, drawings, schematic diagrams, specifications, and as built-plans of all structures, water system facilities, equipment/instruments fifteen (15) days prior to Day One of Delivery.</p>	
<p>12. The BULK WATER SUPPLIER shall submit to TCWD the complete set of manpower's organizational structures with qualification standards including security services for the operation of the treatment plant prior to day one of delivery.</p>	
<p>13. The water produced must, at all times, passed the standards set by the Philippine National Standard for Drinking Water (PNSDW-2017). There shall be three (3) kinds of water analyses to be performed at the injection points</p>	

<p>to check the quality standards of water: the biological, the bacteriological and physical-chemical. Water samples shall be taken jointly from three (3) specific points: at source, metering/point of delivery and end points.</p>	
<p>14. The BULK WATER SUPPLIER shall, at its own cost and expense, engage the services of a DOH-accredited laboratory acceptable to TCWD and to collect samples and to conduct daily analysis of potable water supplied. The BULK WATER SUPPLIER is required to use on-line instruments with data loggers to monitor water quality compliance for certain parameters (e.g. Chlorine Residual, turbidity, etc.) where the system will automatically shut off for non-compliance to said parameters. A copy of the test results shall be submitted daily to TCWD for monitoring of the BULK WATER SUPPLIER's compliance with the water quality standards.</p>	
<p>15. The BULK WATER SUPPLIER shall process/treat raw water using the agreed technology and non-hazardous chemicals to meet the water quality parameters for drinking water. There shall be full disclosure of the treatments process, chemical and reagents to be used. In the event, other disinfection method or technology will be utilized and adopted, the latter shall submit notice of such change(s), subject to the approval of TCWD; such approval maybe dispensed with if such change(s) was/were necessitated by the PNSDW</p>	
<p>16. To ensure that the quality of potable water is within the required PNSDW 2017, the BULK WATER SUPPLIER shall allow TCWD to conduct inspection of its potable water as it deems fit and is allowed free and unhampered access to its facilities.</p>	
<p>17. TCWD reserves the right to demand from the BULK WATER SUPPLIER the immediate repeat testing on particular water quality parameters with aesthetic effects, when it is found out to be questionable or to be out of order within six (6) hours there from. When the repeat testing results of the BULK WATER SUPPLIER would not accord with TCWD laboratory findings, immediate split sampling and testing with other accredited independent laboratory shall be sought by the BULK WATER SUPPLIER to resolve the questionable water quality issue. If the water quality parameter in dispute has not been resolved within 24 hours, TCWD reserves the right to order for an immediate shutdown of the bulk water supply.</p>	
<p>18. In case laboratory analysis found to be non-compliance with PNSDW 2017, especially but not limited on the standard values for inorganic chemical contents with health significance, physical and chemical (PhyChem) quality for acceptability aspects, the BULK WATER SUPPLIER shall reimburse TCWD on the actual cost for the water flushing and disinfection. If the failed water quality parameter has not been resolved within 24 hours, TCWD reserves the right to order an immediate shutdown of the bulk water supply.</p>	

<p>19. The BULK WATER SUPPLIER is required to submit reports to TCWD pertaining water quality as required by the PNSDW-2017 and LWUA-DOH standards such as but not limited to the following:</p> <p>a.) Weekly bacteriological test result on the samples collected at the source, injection/metering point of delivery and end points. points.</p> <p>b.) Semi-annual Physical and Chemical test analysis in compliance with PNSDW-2017 on Color, Turbidity, pH, TDS, Iron, Manganese, Lead, Cadmium, Chloride, Sulfate, Nitrate, Benzene, &amp; Arsenic to be submitted every month of June and December.</p> <p>c.) Annual physical &amp; chemical test analysis on river water quality for Antimony, Boron, Cadmium, Cyanide, Fluoride, Mercury (Total), Nitrite, Organophosphorus, Carbamates, Oil &amp; Grease, Aluminum, Copper, Hardness (Total), Hydrogen Sulfide, Sodium, Zinc, Total Coliforms, E. Coli, Heterotrophic Plate Count, Alkalinity, Salinity, Calcium Hardness (CaCO<sub>3</sub>), Magnesium Hardness. Initial report on the said analysis shall be submitted before the day one of the contract period, and succeeding reports shall be submitted to TCWD every month of December.</p>	
<p>20. The BULK WATER SUPPLIER must maintain at all times within 1.0ppm to 1.5 ppm Chlorine residual and less than 5 NTU turbidity at test point near the flow meter to be logged in an hourly basis by the Bulk Water Supplier's Operator. In case chlorine residual at end points does not meet within the range of 0.3-0.5 ppm, the BULK WATER SUPPLIER shall be responsible for the post chlorination in such areas to meet the minimum requirement.</p>	
<p>21. The BULK WATER SUPPLIER must provide and maintain laboratory equipment or apparatus with proof of calibration from a duly authorized agency such as but not limited to DOST and DTI.</p>	
<p>22. The total volume of potable water delivered by the BULK WATER SUPPLIER shall be measured by two (2) identical battery operated electromagnetic flow meters with built-in data loggers, one owned by TCWD and one by the BULK WATER SUPPLIER, installed in series and are secured with double locks. One lock is owned by TCWD and the other is owned by the BULK WATER SUPPLIER.</p> <p>The BULK WATER SUPPLIER shall be bill TCWD based on the total monthly volume registered in the battery operated electromagnetic flow meter equipped with data logger within the secured areas as accepted by TCWD. If the flow meter reading deviates from the <math>\pm 2\%</math> allowable tolerance limit it is considered defective, thus the volume delivered shall be based on the average of the preceding 3 months. Accuracy of the flow meter shall be jointly inspected by TCWD and the BULK WATER SUPPLIER deemed necessary. Both shall provide a spare unit of flow meter (brand new or newly calibrated) to be installed upon pull-out.</p>	

<p>23. The BULK WATER SUPPLIER shall anytime allow TCWD personnel to access, observe and monitor the operation of the treatment plant especially pertaining to water quality &amp; quantity</p>	
<p>24. TTCWD shall without notice, impose a penalty of 50% of the current TCWD average selling price per cubic meter for short delivery of more than 5% of required volume per day which shall be automatically and unilaterally deductible from the monthly bill due or which may become due to the BULK WATER SUPPLIER.</p> <p>E.g. * 95% Delivered of the required volume per day = No penalty</p> <p>* 94% Delivered of the required volume per day =</p> <p>Penalty on the 6% undelivered volume. so on and so Forth.</p> <p>If the force majeure is due to natural calamities like typhoon, earthquake, and those which are expressly defined by law, which requires a reconstruction of the facilities, the obligations of both parties are suspended for an agreed period based on the joint assessment of the extent of damage or restoration works.</p>	
<p>25. The penalty due from the BULK WATER SUPPLIER for not providing drinking water due to non-compliance with the water quality requirements shall be equivalent to 100% of the TCWD average current selling price per cubic meter to be computed from the time the non-compliance was discovered until it was rectified.</p>	
<p>26. At the end of the contract period TCWD may opt to acquire the entire BULK WATER SUPPLIER facilities/assets at a cost to be determined by an independent entity with a condition that all motors, pumps, controls, equipment and other appurtenances are 100% operational.</p>	
<p>27. The BULK WATER SUPPLIER shall first conduct a dry run or demo of their facilities for free before the commencement of the Bulk Water Supply Contract period for at least thirty (30) operating days to enable the TCWD to check and inspect its pipe lines for leakages and give the latter sufficient time to correct, rectify or repair any defect in its transmission pipes and equipment at the same time reducing its non-revenue water. Also, there must be an adjustment period of SIX MONTHS whereby TCWD shall only pay actual bulk water usage, thereafter, TCWD shall pay the 4,000 cu.m. supply per day.</p>	
<p>28. The BULK WATER SUPPLIER shall execute an affidavit that all its previous projects related to water supply and services does not incur any problems as to quality and quantity specified by its clients.</p>	
<p>29. The TCWD could request the BULK WATER SUPPLIER a shutdown operation of the treatment plant during or within the contract period in case of emergency repairs of its pipe lines and shall only be billed on the actual delivered volume of water while short delivery penalty shall be waived.</p>	

<p>30. The BULK WATER SUPPLIER shall dispose Water Treatment Plant sludge in conformance to the Environmental Management Bureau – Department of Environment and Natural Resources (EMB-DENR) Standards.</p>	
<p>31. The BULK WATER SUPPLIER shall submit maintenance program of the treatment plant as designed and scheduled by the BULK WATER SUPPLIER in a way not to cause shutdown of the operation. If shutdown is inevitable, the Bulk Water Supplier is required to submit prior notice 2 days before shutdown schedule. In the case of emergency shut down the Bulk Water Supplier shall inform the TCWD immediately the cause of the shutdown and its timeline to resolve the situation.</p>	
<p>32. The BULK WATER SUPPLIER is prohibited from selling bulk water within the service/franchise area of TCWD.</p>	
<p>33. In the event that the TCWD desires to increase or expand the quantity of water from the current scheduled volume during the contract period, TCWD will issue a Notice of Increased Capacity to the BULK WATER SUPPLIER not more than six months prior to scheduled date of increase with no rate increase in the contract price. But, if the installed treatment plant can accommodate the increase in demand, the BULK WATER SUPPLIER shall immediately increase its water supply after the receipt of Notice of Increased Capacity with specific additional volume and duration. It is understood that any increase in the supplied volume without Notice of Increased Capacity shall not be included on the billing of bulk water and be considered as free. The required volume includes the original volume required and the increase in capacity.</p>	
<p><b>VOLUME OF WATER</b></p>	
<p>1. The working/dynamic water pressure at test point near the flow meter must be maintained at not less than 50-60 psi equipped with auto devices (like pressure switch).</p>	
<p>2. The BULK WATER SUPPLIER shall deliver to TCWD the potable water at 4,000 cu.m. per day (CMD) for the first year of operation (365 days from day one)- expandable upon TCWD notice. This shall be delivered at a required average flow rate equally distributed per hour to meet the required scheduled volume per day.</p>	
<p>3. The total volume of potable water delivered by the BULK WATER SUPPLIER shall be measured by a calibrated Electro-Magnetic Flow Meter which shall be installed in a vault structure to be constructed by the BULK WATER SUPPLIER specified at Annex B (Flow meter installation and specifications). The said flow meter and appurtenances shall be provided, owned, installed and maintained by the BULK WATER SUPPLIER. The TCWD on the other hand, shall also install flow meter for counter checking purposes and the</p>	

space along pipelines shall be provided and prepared by the Bulk Water Supplier.	
4. To ensure volume calculation accuracy, the flow meter must be replaced by the Bulk Water Supplier with a newly calibrated flow meter every two years or upon discovery that it's defective.	
5. The BULK WATER SUPPLIER must maintain an hourly flow meter reading logbook to monitor the effective flow of the plant and may be counter checked anytime by the TCWD personnel.	
6. Both parties shall read the flow meter daily or as may be necessary as determined by both parties.	
<b>PAYMENTS</b>	
1. The TCWD shall ensure that all billings for the water produced and delivered shall be paid not later than Thirty (30) calendar days upon determination of the accuracy of the billed volume and amount with a complete attached reports stated in this term of reference. The BULK WATER SUPPLIER shall have the right to temporarily shut down operation if in case TCWD failed to pay bill in three consecutive months and shall only resume operation upon full payment of total outstanding bill balance.	
2. TCWD shall unilaterally impose or deduct any liquidated damages due for the Bulk Water Supplier on its monthly collectibles.	
3. The Bulk Water Supplier agrees and bind itself to insure TCWD for whatever injuries or damages suffered by the latter by reason of the failure, negligence, delay or conduct of the former and/or its employees in the performance of its obligations. For this purpose, TCWD shall have the right to withhold payment on any amount due or that become due the Bulk Water Supplier to compensate TCWD for any damages it suffered.	
4. It is understood that any payment made by TCWD to Bulk Water Supplier or the failure of TCWD to demand compliance of any of the terms and conditions of the contract shall not be considered as a waiver of the part of TCWD for the enforcement of the Agreement or any portion hereof.	
5. The payment for the Bulk Water Supplier for the last billing period of the contract year shall be withheld by TCWD pending upon the submission of the following year's performance security which must be submitted thirty (30) days prior to the last day of each contract year. Performance Security shall be renewed annually until the end of the ten year contract	
6. TCWD shall impose liquidated damages for the delay in startup of the delivery. Each day delay is subject to penalty of 1/10 of 1% of the total value of each day of delay. The liquidated damages (LD) must not exceed 10% of the total annual contract value. LD shall be computed as follow:  LD per day = Required CMD x Contract Price per cu.m x 0.001	

<b>STEP-IN RIGHTS</b>	
1. TCWD shall have the right but not the obligation to assume operational responsibility of the Facilities in place of the BULK WATER SUPPLIER for purposes of assuring continued and uninterrupted supply of treated water to TCWD. For this purpose prior notice should be given by TCWD to the BULK WATER SUPPLIER.	
2. This right may be exercised by TCWD in the following cases:  A. Failure to correct deviation in the PNSDW parameters for Bulk Water for more than 48 hours.  B. Complete stoppage of its operations for any reason and for whatever circumstance other than force majeure while such stoppage continued for more than 48 hours.  C. Other circumstances which could adversely affect BULK WATER SUPPLIER's ability with this Agreement.	
3. The BULK WATER SUPPLIER shall allow and permit TCWD to enter its premises for purposes of exercising its Step-In Rights. TCWD shall exercise due care in operating the Facilities. On the other hand, the BULK WATER SUPPLIER shall be allowed to monitor TCWD's operations.	
4. The exercise of this right shall not in any way be construed as a buyout or takeover of the Facilities by TCWD.	
5. TCWD shall revert operational responsibility to the BULK WATER SUPPLIER at TCWD's sole discretion or after the circumstances warranting the exercise of this right shall have ceased.	
6. The exercise of Step-In Rights by TCWD shall not prejudice any penalty imposable upon the BULK WATER SUPPLIER in accordance with the provisions of this agreement or any case pending before courts of law or issues subjected to mediation or arbitration proceedings.	
<b>PROJECT RESTRICTION</b>	
The BULK WATER SUPPLIER shall not be allowed to sell or donate water to any other person or entity within the territorial jurisdiction of TCWD.	
<b>NON TRANSFERABILITY AND SUBCONTRACTING</b>	
1. The operation of the BULK WATER SUPPLY facilities shall be operated by the BULK WATER SUPPLIER. The BULK WATER SUPPLIER shall not transfer, assign, pledge, sub-contract, or make any other disposition of interest in the BULK WATER SUPPLY. Any transfer, assignment, pledge, sub-contract or any	



<p>other disposition, shall be sufficient ground for TCWD to terminate or cancel the BULK WATER SUPPLY motu proprio without need or judicial action.</p>	
<p>2. Sub-contracting may be allowed only in the construction or installation of the Water Facilities and shall cease upon its completion.</p>	
<p><b>TERMINATION</b></p>	
<p>1. The contract may be terminated based on either of the following causes:</p> <p>a.) Failure to correct water quality deviations within seven calendar days from receipt of notice of such deviation from TCWD,</p> <p>b.) Liquidated damages reaching 10% of the total annual contact price.</p> <p>c.) Expiration of the terms of this Agreement</p> <p>d.) Failure to deliver the required volume of water for thirty consecutive days due to any circumstances other than those falling under fortuitous event or force majeure.</p>	
<p><b>DISPUTES AND JURISDICTION</b></p>	
<p>Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, if same cannot be settled amicably, may be submitted for arbitration in accordance with Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004" and the place of arbitration shall be in the Tandag City, Surigao del Sur, Philippines, otherwise said dispute or controversy arising out of the contract or breach thereof shall be submitted to court of law in Tandag City, Surigao del Sur to exclusion of all other venue.</p>	

NOTE: Bidders must state either "COMPLY" or "NOT COMPLY" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby certify to comply with all the above Technical Specifications:

<b>Name of Company/Bidder</b>	<b>Signature Over Printed Name of Owner/Representative</b>	<b>Date</b>
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## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

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

***Class "B" Documents***

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

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

