

**METROPOLITAN CEBU
WATER DISTRICT
(MCWD)**

**SEPTAGE MANAGEMENT
SERVICE CONTRACT
(Phase 2 – Mactan Septage
Management Service)
PR NO. 28758-001**

AUGUST 2022

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.

LONO – Letter Of No Objection

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

**INVITATION TO BID FOR
SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 -
MACTAN SEPTAGE MANAGEMENT SERVICE)
PR No. 28758-001**

1. The Metropolitan Cebu Water District, through the Corporate Operating Budget for the Contract approved by the Governing Boards for the year 2022 intends to apply the sum of:

<i>Approved budget for the contract for 2022 (312 days per year)</i>	PHILIPPINE PESO: FORTY-NINE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY EIGHT ONLY (Php 49,135,788.00)
<i>Total Approved Budget for Ten (10) Years</i>	PHILIPPINE PESO: FOUR HUNDRED NINETY-ONE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND ONLY (PHP 491,357,880.00)

as payments under the contract for the SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 - MACTAN SEPTAGE MANAGEMENT SERVICE). Bids received in excess of the ABC for each tier shall be automatically rejected at bid opening.

2. The MCWD now invites bids for the above Procurement Project. Bidders should have completed, within ten (10) years prior to 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 open to all interested local bidders subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from Metropolitan Cebu Water District and inspect the Bidding Documents at the address given below during office hours from 9:00am to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 19, 2022** 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 **PHILIPPINE PESO: FIFTY THOUSAND PESOS ONLY (PhP 50,000.00)**. Metropolitan Cebu Water District shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. MCWD will hold a Pre-Bid Conference¹ on **September 8, 2022**, at the AGM for Technical Services Office, 6th Floor, Metropolitan Cebu Water District, Cor. Magallanes and Lapu-Lapu Streets, Cebu City for Pre-Bid Conference which shall be open to prospective bidders.

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

7. Bids must be duly received by the BAC Secretariat through *manual* submission at the office address indicated below on or before 9:00am of **September 20, 2022**. 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 **10:00am of September 20, 2022** at the **AGM for Technical Services Conference Room, 6/F MCWD Building**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The MCWD 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:

Office of the BAC Secretariat
Christine B. Caballes
6th Floor, Metropolitan Cebu Water District
Cor. Magallanes and Lapu-Lapu Streets, Cebu City
Telefax No. (032)256 0422
mcwdpurchasing@yahoo.com.ph
www.mcwd.gov.ph
12. For downloading of Bidding Documents, please visit MCWD's website: www.mcwd.gov.ph

August 19, 2022

(sgd.) **Atty. Jorge L. Gabriente**
Chairman, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, MCWD wishes to receive Bids for:

PR No.	Description	Unit ABC	Quantity	Approved Budget for the Contract	Delivery Period
28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 - MACTAN SEPTAGE MANAGEMENT SERVICE)	PhP 1,049.91/m ³	150 m ³ /day x 312 days/year x 10 years	PHP 491,357,880.00	Twelve (12) months from the issuance of the Notice to Proceed (NTP)

The Procurement Project (referred to herein as “Project”) is composed of one PR the details of which is described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2022 in the amount of:

<u>PR No.</u>	<u>Approved Budget for the Contract (ABC)</u>
28758-001	PhP 491,357,880.00

- 2.2. The source of funding is the 2022 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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) 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. 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 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 **ten (10) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from bid opening. 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.

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

18. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items which 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	<p>The Bidder must have completed within <i>ten (10) years</i> prior to the date of bid submission a single contract that is similar to this Project, equivalent to at least 50% of the Aggregate ABC or Php 245,678,940.00; and</p> <p>For this purpose, contracts similar to the Project shall be: <i>Septage/Sewerage Management Services; Collection, Transport, Treatment, and Disposal of Waste in accordance to environmental laws.</i></p>											
7.1	<i>No Further Instructions.</i>											
12	The price of the Goods shall be quoted DDP at the <i>Areas 03, 04 & 05 of MCWD's property in the Municipality of Cordova (see attached Annex A of the Terms of Reference)</i>											
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> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%; text-align: center;">P.R. No.</th> <th style="width: 40%;">a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit; or</th> <th style="width: 40%;">b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">28758-001</td> <td style="text-align: center;">Php 9,827,157.60</td> <td style="text-align: center;">Php 24,567,894.00</td> </tr> </tbody> </table>						P.R. No.	a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit; or	b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond.	28758-001	Php 9,827,157.60	Php 24,567,894.00
P.R. No.	a. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit; or	b. The amount of not less than 5% of the ABC, if bid security is in Surety Bond.										
28758-001	Php 9,827,157.60	Php 24,567,894.00										
19.3	PR No.	Description	Unit ABC	Quantity	Approved Budget for the Contract	Delivery Period						
	28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 - MACTAN SEPTAGE MANAGEMENT SERVICE)	Php 1,049.91/m ³	150 m ³ /day x 10 years	PHP 491,357,880.00	Twelve (12) months from the issuance of the Notice to Proceed (NTP)						
	<p>This is a procurement of one (1) lot and partial bids are not allowed.</p> <p>Specifying a "0" (zero) or a "-" (dash) for the required tier(s) means that the same is being offered free to the government. The Bidder with the lowest total bid price shall be declared the lowest calculated bidder.</p>											
20.1	<p>Additional requirements: (all copies must be original or duly authenticated copies)</p> <ol style="list-style-type: none"> 1. Bureau of Internal Revenue Certificate of Registration (BIR Form 2303) 2. Quarterly / Monthly Income and VAT Returns filed with the BIR. 											

	<p>NOTE: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <ol style="list-style-type: none"> 3. Latest Annual Income Tax Return (BIR Form 1701 or 1702) 4. In case of JVA for Corporate Entities, a duly Notarized Secretary’s Certificate or Board Resolution authorizing the representative to represent the company to enter into JVA. 5. Latest General Information Sheet filed with the SEC for corporate entities 6. Environmental Sanitation Clearance (ESC) issued by the Department of Health (DOH) for the previous or existing operations of a septage desludging, treatment and disposal facility within the last three (3) years under the name of the SERVICE PROVIDER); 7. ISO Certification in Quality Management Systems 8. ISO Certification in Environmental Management Systems 9. Certificate of Accreditation of Pollution Control Officer issued by Environmental Management Bureau (EMB) 10. Professional Driver’s License with appropriate restriction codes for Tanker Drivers; 11. Certificate of Training and/or Experience for desludging assistants; 12. Certification from the EMB that it is compliant with the minimum standards required by law in the operation of a Septage Treatment Plant, and if there is a failure to comply such at some point, there must be a certification that the same was immediately rectified 13. Proof of ownership or lease or any other instrument evidencing possessory rights over the vacuum trucks 14. Certification of readily available spare parts for the vacuum trucks 15. Detailed Health and Safety Program specific for the operation of the plant and desludging <p>The Class “A” Documents shall remain as a post-qualification requirement for verification, validation, and ascertainment of the veracity, authenticity, and validity of such Class “A” eligibility documents attached to the PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p>
21.2	<p>Required documents prior to Contract Signing:</p> <ol style="list-style-type: none"> 1. Performance Security; 2. If applicable, a duly signed joint venture agreement (JVA) in case the bidder submitted during bid submission only duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA.

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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</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>The delivery terms applicable to this Contract are delivered <i>to the existing 400mm dia. Pipeline located along C. Padilla corner F. Vestil St. Cebu City.</i> Risk and title will pass from the Supplier to the Procuring Entity in accordance to the Terms of Reference of the Contract, without prejudice to the provisions of Damages and Penalties for Non-Compliance to Water Quality Standards.</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 any authorized representative of MCWD.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all necessary and incidental services as specified in the Terms of Reference.</p> <p>The Contract price for the Goods is inclusive of all applicable taxes and net of penalties.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all materials, notifications, and information pertaining to spare parts manufactured or distributed, if any, as specified in the Terms of Reference.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
	<p>Transportation –</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>Intellectual Property Rights –</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	Advance payment is not applicable to this procurement project.
4	<p>The inspections and tests that will be conducted are:</p> <p>All regular inspection and tests which may include in-plant inspection and other required tests as deemed necessary such as spot inspections, visual inspection and performance evaluation, etc. by the Procuring Entity, at the expense of the Supplier.</p>

Section VI. Schedule of Requirements

The delivery schedule is presented as follows:

PR No.	Description	Unit ABC	Quantity	Approved Budget for the Contract	Delivery Period
28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 – MACTAN SEPTAGE MANAGEMENT SERVICE)	PhP 1,049.91/m ³	150 m ³ /day x 312 days/year x 10 years	PHP 491,357,880.00	Twelve (12) months from the issuance of the Notice to Proceed (NTP)

Section VII. Technical Specifications

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>
1	<p>Specifications are provided in the Terms of Reference (TOR) with its Annexes. Please refer to the immediately succeeding pages.</p>	

TERMS OF REFERENCE
METROPOLITAN CEBU WATER DISTRICT
SEPTAGE MANAGEMENT SERVICE CONTRACT

Phase 2 – Mactan Septage Management Service

ARTICLE I. DEFINITION OF TERMS

As used in this contract, the following terms shall have the corresponding meaning:

Agreement	-	refers to this Septage Management Service Contract
Septage	-	It is the contents of septic tanks. It includes the liquids, solids (sludge) that accumulate in septic tanks over time.
Service Provider	-	An organization or business entity which offers services of septage collection, transport, treatment, and proper disposal for the provision of sustainable and environmentally acceptable septage management service.
Project	-	The provision of services for septage collection, transport, treatment and disposal.
Procuring Entity	-	Metropolitan Cebu Water District (MCWD) (PROCURING ENTITY)
Septage Treatment Facility	-	Involves automated handling and dewatering of septage designed to optimize solid-liquid separation and enhance pollutant removal.
Vacuum Trucks	-	Vehicles used to desludge septage from households and commercial establishments
Class SB Water	-	Treated effluent from Septage Treatment Plant which meets the standard set by DENR Administrative Order No. 2016-08 and 2021-19 for better and upgradable for reuse.
Environmental Sanitary Clearance (ESC)	-	Clearance for Collection, Transport, Treatment, and Disposal of septage issued by the Department of Health.

- Pollution Control Officer - Monitors and supervises plant activities to ensure compliance with the Philippine environmental laws.
- Cycle - once every five (5) years

ARTICLE II. PROJECT MILESTONES

SEC. 1. This Agreement shall commence on the date of its execution or signing. Within seven (7) calendar days from signing of the Agreement, MCWD shall issue the Notice to Proceed (NTP) together with a copy or copies of the signed Agreement to the Service Provider.

The Agreement shall remain in full force and effect for a period of ten (10) years from the DAY ONE of the implementation of this contract.

Day One should be reckoned twelve (12) months from the issuance of the NTP (applicable only to a NEW SERVICE PROVIDER). However, the SERVICE PROVIDER may start the service, whether partial or full schedule, before the DAY ONE provided there is prior PROCURING ENTITY approval.

The early delivery or delay in delivery of service shall in no way extend the term of this Agreement.

ARTICLE III. THE PROJECT OVERVIEW

SEC. 1. The PROJECT calls for the procurement of a qualified SERVICE PROVIDER for the provision of a sustainable and environmentally acceptable Septage Management Services for the PROCURING ENTITY.

The services required are to survey, identify, and schedule domestic and commercial establishments for collection, transportation, and treatment of septage as well as disposal of biosolids. The treatment shall be done at the Septage Treatment Facility installed by the SERVICE PROVIDER in the Municipality of Cordova. The role of the PROCURING ENTITY is to monitor and control the services rendered by the SERVICE PROVIDER that it is in accordance with the conditions of the agreement.

Such services cover households and commercial establishments with or without MCWD water service connections in the City of Lapu-lapu and the Municipality of Cordova, and other areas as maybe agreed by both parties during the term of the contract.

Treated volume (in cubic meters per day) should not go beyond allowable capacity of the Treatment Plant and shall be in accordance with the schedule to be set by PROCURING ENTITY in consultation with the Service Provider.

- SEC. 2. The installation of equipment or appurtenances required from the SERVICE PROVIDER under this contract shall not change the nature of this agreement, neither shall it alter, amend or modify the contractual rights and obligations of the parties as herein stipulated and agreed which is strictly a service contract which will fall under the procurement of goods as defined under Republic Act 9184.
- SEC. 3. The ownership and maintenance of all facilities built including the vacuum trucks by the SERVICE PROVIDER shall be at its own cost and responsibility during the entire duration of the contract.
- SEC. 4. MCWD shall remain the party authorized to issue a Certificate of Treatment.

ARTICLE IV. PERMITS, LICENSES AND CLEARANCES

- SEC. 1. The SERVICE PROVIDER shall submit its Environmental Sanitation Clearance (ESC) issued by the Department of Health (DOH) for the previous or existing operations of a septage desludging, treatment and disposal facility within the last three (3) years under the name of the SERVICE PROVIDER.

Failure to submit the copy of the ESC of the previous or existing operations of a septage desludging, treatment and disposal facility within the last three (3) years under the name of the SERVICE PROVIDER shall be a ground for disqualification.

The SERVICE PROVIDER shall submit its Environmental Sanitation Clearance (ESC) for collection and transport, treatment and disposal of septage issued by the Department of Health (DOH) during the construction phase but not later than Day 1 of the contract or before start of actual operations effective during the term of the contract.

- SEC. 2. **CLEARANCE AND PERMITS**

It shall be the sole responsibility of the SERVICE PROVIDER to secure and renew the pertinent clearances and permits to ensure that they are legally authorized by the concerned Local Government Units and government agencies to operate and undertake this septage management service.

Cease and desist order issued by the court or any proper authority resulting to stoppage in the operation due to the SERVICE PROVIDER's non-compliance of permits and/or licenses shall further give PROCURING ENTITY the option to rescind this Agreement.

- SEC. 3. **EXCAVATION, RIGHT OF WAY AND OTHER CLEARANCES**

The SERVICE PROVIDER shall comply with the excavation, right of way, and all other clearances that may be required by law or local ordinance in order to comply with the provisions of this agreement for septage management services to PROCURING ENTITY.

Failure to secure the necessary permits and clearances from other LGU/government agencies shall be a ground for the termination of the agreement without prejudice.

ARTICLE V. SEPTAGE MANAGEMENT CAPABILITIES

SEC. 1. SERVICE PROVIDER

- (i) The SERVICE PROVIDER shall have a good track record and experience in septage desludging, transporting, treatment and proper disposal. Shall have at least one (1) contract similar in nature to the project for bid, whether on-going or completed for the last three (3) years prior to the submission of bids. Submit copies of such contract.
 - a. Shall have an ISO Certification in Quality Management Systems and in Environmental Management Systems by the time of bid submission.
 - b. Shall have the proven experience in the operation and maintenance of vacuum trucks and must submit documents to show experience.
 - c. Has an accredited Pollution Control Officer to monitor closely the construction activities
 - d. Tanker drivers and desludging assistants shall have at least three (3) years similar working experience, and tanker drivers shall have valid certification by accredited testing agency.
- (ii) The SERVICE PROVIDER shall include in its bid submission a Certification from the Environmental Management Bureau that it is compliant with the minimum standards required by law in the operation of a Septage Treatment Plant, and if there is a failure to comply such at some point, there must be a certification that the same was immediately rectified.
- (iii) Shall turn over a complete set of comprehensive training and operating manuals and other technical support documentation prior to the commissioning of the plant.
- (iv) Shall ensure the transfer of technology if the PROCURING ENTITY decided to buy out the Septage Treatment Facilities after the contract.
- (v) Shall have owned, leased or any other instrument evidencing possessory rights over the vacuum trucks.
- (vi) Certification of readily available spare parts for the vacuum trucks.
- (vii) A detailed Health and Safety Program specific for the operation of the plant and desludging shall be submitted during the bidding for the approval of the PROCURING ENTITY during implementation.

SEC. 2. THE TREATMENT FACILITY

- (i) The Septage Treatment Facility shall be constructed by the SERVICE PROVIDER on the PROCURING ENTITY's acquired lot in the Municipality of Cordova (*please see attached specifications as Annex "A"*). For this program, the PROCURING ENTITY has allocated Areas 03, 04 & 05 for the SERVICE PROVIDER's installation and operation of the facility. It has a total area of 1,360.01 square meters within the 3,711.00-square-meter MCWD property. Since the SERVICE PROVIDER will be using the PROCURING ENTITY's lot, a separate 10-year lease agreement will be entered with the SERVICE PROVIDER for the said area.
- (ii) The Septage Treatment Facility shall be capable of treating septage with a minimum volume of 150 cubic meters per day and readily expandable. Maintenance of the same shall be on the account of the SERVICE PROVIDER.
- (iii) The technology of the Septage Treatment Facility shall have ISO Certification on Environmental Management Systems.
- (iv) The Septage Treatment Facility shall have reliable, modern, and high quality equipments suitable for Septage Treatment applications. Each piece of equipment should have worked reliably and efficiently in tandem with the others as an integrated system for at least three (3) years either here in the Philippines or in other countries.
- (v) The facilities shall be designed and constructed to accept septage from vacuum trucks and treat it to the standards specified.
- (vi) Treatment and disposal facilities for septage shall utilize fully mechanized technology which means no aeration pond is allowed and should fit the designated area as per plan attached.
- (vii) Shall provide proven process performance and operational reliability records for at least three (3) years either in the Philippines or in other countries with similar septage characteristics.
- (viii) System design shall be flexible to suit actual lot area, adaptable for portability requirements, and shall be readily expandable from initial built capacity.

- (ix) The Facilities shall include the following major components:
 - 1. Septage Acceptance Unit – This unit shall be fully mechanized equipment that will allow the removal of solid wastes, grits, rocks and other inert solids associated with the septage. The unit must be provided with a solid waste collection and storage system.
 - 2. Septage Dewatering Unit – This unit must be able to dewater raw septage to at least 20% dry solids.
 - a. Biological Treatment System (for filtrate system) – This shall be mechanized aerobic system.
 - b. Excess/Waste Sludge Digester/Stabilization Unit – This unit will handle solids generated from the biological treatment of the raw septage or filtrate.
- (x) No hazards or pollution within the vicinity, and no odor, pests and noise nuisance.
- (xi) Complete Operations and Maintenance Manuals.
- (xii) The Facilities shall include support systems:
 - a. Calibrated Flow meters (influent, effluent and sludge recycling)
 - b. Effluent pipe line systems
 - c. Electrical and control systems
 - d. Generator for Treatment Plant
- (xiii) Additional facilities:
 - a. Operations and Maintenance Office
 - b. Laboratory room including Laboratory equipment, apparatus and glassware
 - c. Blower room/Stand-by generator set room
 - d. Chemical storage room
 - e. Control and instrumentation room
 - f. Storm Drainage
 - g. Security Office
- (xiv) All collected sludge shall be deposited at the SpTP through designated flowmeters; Flowmeter 1 for MCWD consumers, Flowmeter 2 for non-MCWD consumers.

SEC 3. THE VACUUM TRUCKS

- (i) In addition to the Septage Treatment Facility, the SERVICE PROVIDER shall provide the following quantity of DOH-approved, in good running condition, and fully operational units of vacuum trucks:

CONTRACT PERIOD	VACUUM TRUCK TANK CAPACITY	MINIMUM NUMBER OF UNITS
1 st year	10 CU.M.	4
	5 CU.M.	2
7 th year	5 CU.M.	1
10 th year	10 CU.M.	1

The additional trucks on the 7th and 10th year are in preparation for the expansion of service to an additional area (1 LGU). However, more trucks may be required if the PROCURING ENTITY finds it necessary.

The vacuum trucks shall comply with the following specifications:

- The Vacuum Trucks should have proven process performance and operational reliability of trouble-free operations of at least three (3) years either in the Philippines or in other countries with similar road conditions.
 - Truck and Chassis – 2 axles 6 tires or 3 axles 10 tires
 - Cab overall width not to exceed 2.5 m.
 - Left hand Drive
 - Sludge tank – 260 kPa absolute pressure, equipped with gauge
 - Vacuum Pump system – min. 750 cu.m./hr at max speed of 1500 rpm
 - Extension hose – 300 m (100mm diameter)
 - With auxiliary water tank (1cu.m.) with high pressure washer with Contents level/volume indicator
 - Leak proof body and lock on the vacuum tanker trucks.
 - Good running condition in accordance with LTO safety standards on road worthiness.
 - Standby loaner pumps in case of a sudden breakdown of pumps currently in use.
 - Complete Operations and Maintenance Manuals.
- (ii) The SERVICE PROVIDER shall provide durable, reliable, and calibrated gauge/measuring device in every vacuum truck that shall be visibly apparent to ensure accuracy and transparency of sludge volume. The gauge may either be mechanical type or visually transparent glass with a measure range from 1 to 10 cu. Meter for 10 cu.m. trucks, and from 1 to 5 cu.m. for 5 cu.m. trucks.

ARTICLE VI. CONTRACT TERMS AND DURATION

- SEC. 1 The SERVICE PROVIDER shall secure the ESC before it can start the operation of the Treatment Plant on Day One. Likewise, all the other

equipment including the vacuum trucks shall be made available before day One. Day One is the first day after the 12th month from the receipt of the Notice to Proceed (applicable only to a NEW SERVICE PROVIDER). The Service Contract duration will cover the period of 10 years after Day One.

SEC. 2. EXPIRATION/RENEWAL OF CONTRACT

- a. Six (6) months before the end of the contract, the PROCURING ENTITY shall initiate discussions on the possibility of extending the program or otherwise.
- b. PROCURING ENTITY shall have the right of first refusal in the event that treatment facility and trucks or any part thereof will be sold upon the expiration of this Agreement.

ARTICLE VII. SEPTAGE VOLUME

- SEC. 1. The Septage Volume shall be measured on a daily basis and in cubic meters of septage recorded on the calibrated flow meter (*please see attached specifications as Annex "B"*) in the receiving point of the treatment plant.
- SEC. 2. All biosolids resulting from the treatment of septage shall be disposed of properly in accordance with pertinent laws and applicable requirements.
- SEC. 3. Both parties thru its official representative shall read simultaneously the flow meter mentioned in section 1 daily or as may be necessary as determined by both parties. Neither party is authorized to tamper nor make adjustments on the setting of any of the flow meters or any of its parts without the consent of the other. To ensure this, an enclosure for the flow meter with double lock (one (1) lock for PROCURING ENTITY and one (1) lock for the SERVICE PROVIDER) shall be provided and installed by the SERVICE PROVIDER.
- SEC. 4. Except for the cost of the meter repair or replacement which shall be exclusively shouldered by the SERVICE PROVIDER, the cost incurred for the investigation/testing of the meter shall be paid by the party who requested for the investigation.
- SEC. 5. Any replacement of a defective meter shall be done within two (2) days from the time a suspected defect was confirmed and shall be the responsibility and under the account of the SERVICE PROVIDER.
- SEC. 6. Any protest for over- or under-registration or other defect in the flow meter shall be filed by either party within 30 calendar days from receipt or submission of the subject bill. Failure to protest on time waives the right to seek adjustment of the billed amount.
- SEC. 7. Calibration and proper maintenance of the calibrated flow meters shall be done annually at the expense of the SERVICE PROVIDER, or as deemed necessary by any party in which case the expense shall be borne by the requesting party. In all instances, the other party shall be

duly informed by the requesting party within reasonable time of its request for pull-out and calibration.

SEC. 8. The SERVICE PROVIDER shall provide a spare unit of calibrated flow meter to be installed upon pull-out due to preventive or corrective maintenance. The spare units should be of the same specification with that of the main units.

SEC. 9. The SERVICE PROVIDER shall ensure continuous septage management services and when necessary, provide back-up power supply.

ARTICLE VIII. TREATED EFFLUENT AND BIO-SOLIDS QUALITY

Treated effluent quality shall be guaranteed to meet DENR Class SB Water Standards or better and upgradeable for reuse.

The dried sludge or Biosolids can be used as soil conditioner.

SEC. 1. The SERVICE PROVIDER shall make sure that treated effluent from the Septage Treatment Plant discharging to water bodies should meet **Class SB** water standards set by the DENR Administrative Order No. 2016-08 and 2021-19 for all the significant parameters for Sewerage Facilities with PSIC Code 37000 as listed in the table below:

Parameter	Unit	Effluent Standards for Class SB Water Body Classification ^a
BOD	mg/L	30 ^b
Surfactants (MBAS)	mg/L	3 ^b
Fecal Coliform	MPN/ 100mL	200 ^b
Ammonia as NH ₃ -N	mg/L	4 ^c
Nitrate as NO ₃ -N	mg/L	20 ^b
Phosphate	mg/L	2 ^c
Oil and Grease	mg/L	5 ^b

^a Receiving bodies of water are classified according to their beneficial and intended uses

^b based on DAO 2016-08

^c based on DAO 2021-19

SEC. 2 Under no circumstances shall the SERVICE PROVIDER discharge treated water not meeting the standards prescribed by DAO-2016-08 and DAO-2021-19. Such will result to termination of contract.

SEC. 3 Recommended Specifications for Biosolids per DOH Operational Manual for IRR on Septage:

Parameter	Compost or soil conditioner
Total NPK	3-4%
C:N	12:1
Moisture Content	≤ 35%

Parameter	Compost or soil conditioner
Organic matter	≥ 20%

NPK – Nitrogen, Phosphorus and Potassium

C:N – Carbon to Nitrogen Ratio

SEC. 4 Basic considerations taken into account in the selection of the sampling location/point:

- a. The station/sampling point must have a sample that is representative of the final effluent discharged.
- b. It must be downstream of all treatment processes.
- c. The station /sampling point should be such that the flow rate of the effluent can be measured.
- d. The station /sampling point must be accessible. Safety of the person conducting the sampling must be considered in selecting the site.

Sampling stations/ sampling point or discharge outlets established by the SERVICE PROVIDER must be clearly reflected in the drainage layout of the septage treatment plant to facilitate sampling by the PROCURING ENTITY and DENR.

SEC. 5 For reporting purposes, the SERVICE PROVIDER shall undertake the required sampling and testing of the treated effluent and biosolids in accordance with the parameters required by RA 9275. At the minimum, a monthly effluent sampling is to be reported to EMB as an attachment to its self-monitoring report (SMR). The PROCURING ENTITY shall be furnished with the certificate of analysis of the said monthly sampling within fifteen (15) days from its date of issue.

SEC. 6 When the results of the analysis of treated effluents and biosolids show that the concentration of one or more of the parameters exceeded the maximum concentration, then the SERVICE PROVIDER must rectify the treatment system within fifteen (15) days for the effluent to meet the prescribed standards.

Any penalty and costs imposed by the appropriate regulatory body arising from the non-compliance to effluent and Biosolids quality standards shall be borne by the SERVICE PROVIDER.

SEC. 7 For checking purposes, the PROCURING ENTITY may undertake its own routine sampling and testing of treated effluent and bio-solids according to its schedule and specified methods. Any sample failing to meet specification for treated effluent shall be reported within 48 hours of the analysis results becoming available.

In the event that after thorough investigation and due process, it was discovered that the SERVICE PROVIDER unreasonably refuses to allow personnel from the PROCURING ENTITY to take samples of treated effluent and Biosolids, then as a consequence of such refusal shall lead to the termination of this contract.

ARTICLE IX. OPERATION

- SEC. 1 The implementation of the PROJECT shall be in accordance with the schedule mentioned in Article III – Section I, which shall include among others but not limited to survey/identification/scheduling, collection, transportation, method of desludging, process of septage treatment and disposal, provision of plant, garage and ancillary facilities, and health and safety measures.
- SEC. 2 Staff training (PROCURING ENTITY) for the PROJECT to be conducted by the SERVICE PROVIDER shall start on Day One and will be for the duration of the Service Contract.

ARTICLE X. PAYMENT SCHEME

The Service Provider shall be paid by the Procuring Entity for Desludging Services and Septage Treatment and Disposal on a monthly basis based on the accumulated volume per cubic meter of septage measured by the designated flow meter before the treatment plant.

Non-MCWD concessionaires who avail the desludging services shall pay directly to the Procuring Entity with the same rate as with MCWD consumers.

ARTICLE XI. PAYMENT TERMS

- SEC. 1. PROCURING ENTITY shall pay for the septage management service of the SERVICE PROVIDER at a fixed rate per cubic meter of delivered septage to the treatment plant in the amount of **Philippine Peso: One Thousand Forty-Nine and 91/100 (PhP 1,049.91)** inclusive of all taxes.
- SEC. 2. The SERVICE PROVIDER shall bill the PROCURING ENTITY once a month. Payment shall be made within thirty (30) days after receipt of the required correct and complete documents.
- SEC. 3. PROCURING ENTITY is authorized to withhold the required tax rates for expanded withholding tax and final withholding for VAT (value added tax) and such other taxes as may hereafter be required unless the SERVICE PROVIDER can present an exemption from payment of these taxes.
- SEC. 4. That any provision to the contrary notwithstanding, all payment shall be subject to existing laws and accounting and auditing rules and regulations in the Philippines.

ARTICLE XII. FORTUITOUS EVENT AND FORCE MAJEURE

“Force Majeure Events” shall mean any event or circumstance or combination thereof that wholly or partly prevents or unavoidably delays any party in the performance of its obligation under this Agreement, but

only to the extent that such events and circumstances are not within reasonable control, directly or indirectly, of the affected party and could not have been avoided even if the affected party had taken reasonable care. "Force Majeure Event" includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirement:

- i) any act of war (whether declared or not), invasion, armed conflict or act of foreign enemy, blockade, riot, terrorism or exercise of military power; or
- ii) any earthquakes, flood, fire, hurricane or any other acts of God or natural environmental disaster adversely affecting the site of the facilities rendering it inoperable; or
- iii) any continuous interruption in the supply of electricity not attributable to the SERVICE PROVIDER for a period exceeding five (5) consecutive days;
- iv) However, if the force majeure only affects the power supply, the SERVICE PROVIDER must ensure the continuous operation through the use of a back-up power source / generator.

ARTICLE XIII. ALLOWABLE DOWNTIME

Allowed downtime for regular maintenance on the septage treatment facility and its appurtenances shall be a maximum of two (2) days per year. However, a maximum of five (5) days downtime will be allowed for emergency repairs which can directly affect the operation of the project and after due notice has been provided to the other party and a concurrence from the party that a certain defect is existent. If ever the maintenance downtime exceeds the two (2) days allowable under this provision, emergency allowable downtime of up to five (5) will be utilized. Regular and emergency repairs should not exceed seven (7) days in a year.

ARTICLE XIV. PROCURING ENTITY STEP-IN RIGHTS

SEC. 1. PROCURING ENTITY shall have the right, but not the obligation to assume operational responsibility of the Facilities in place of the SERVICE PROVIDER for purposes of assuring continued and uninterrupted Septage management services. For this purpose, prior notice should be given by PROCURING ENTITY to the SERVICE PROVIDER.

SEC. 2. This right may be exercised by PROCURING ENTITY in the following cases:

- 2.1 Complete stoppage of its operations for any reason and for whatever circumstance and such stoppage continued for more than 15 days.

- 2.2 Failure to comply with other obligations under this Agreement after due notice and demand and such failure continued for more than one month.
- 2.3 Other circumstances which could adversely affect SERVICE PROVIDER's ability to operate and maintain the facilities in accordance with this Agreement.
- SEC. 3. The SERVICE PROVIDER shall allow and permit PROCURING ENTITY to enter its premises for purposes of exercising its Step-In Rights. PROCURING ENTITY shall exercise due care in operating the Facilities. On the other hand, the SERVICE PROVIDER shall be allowed to monitor PROCURING ENTITY's operations.
- SEC. 4. The obligation of PROCURING ENTITY to pay for the Septage Management Services shall continue despite the exercise of this Step-In Right but may automatically deduct expenses incurred in running the Facilities.
- SEC. 5. The exercise of this right shall not in any way be construed as a buy-out or take-over of the Facilities by PROCURING ENTITY.
- SEC. 6. PROCURING ENTITY shall revert back operational responsibility to the SERVICE PROVIDER at its sole discretion or after the circumstances warranting the exercise of this right shall have ceased.
- SEC. 7. The exercise of Step-In Rights by PROCURING ENTITY shall not prejudice any penalty imposable upon the SERVICE PROVIDER in accordance with the provisions of this agreement or any case pending before courts of law or issues subjected to mediation or arbitration proceedings.

ARTICLE XV. PERFORMANCE SECURITY

- SEC. 1. To guarantee the faithful performance of this Contract, the SERVICE PROVIDER shall post on an annual basis, a performance security in the form of cash, manager's check, cashier's check, bank draft/guarantee confirmed by a reputable commercial bank, irrevocable certified check, letter of credit issued by a reputable bank, surety bond, callable on demand, issued by the Government Service Insurance System or by surety or any insurance company duly accredited by the Office of the Insurance Commission, or a combination thereof, in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank;	Ten percent (10%)

Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

The TOTAL ANNUAL CONTRACT PRICE is computed as follows:

Total Annual Contract Price

- = Rate per cubic meter sludge
- × Total target sludge volume for desludging per year

$$\text{Total Annual Contract Price} = \frac{\text{PhP } 1,049.91}{\text{m}^3} \times \frac{150 \text{ m}^3}{\text{day}} \times \frac{312 \text{ days}}{\text{year}}$$

= PhP 49,135,788.00 per year

Total Contract Price in 10 years = Total Annual contract Price × 10years

$$= \frac{\text{PhP } 49,135,788.00}{\text{year}} \times 10 \text{ years}$$

= PhP 491,357,880.00 in 10 years

This performance security shall be posted in favor of PROCURING ENTITY and shall guarantee the payment of the amount of the security as penalty in the event it is established that the SERVICE PROVIDER is in default in his obligations thereunder.

In case of a surety bond, the SERVICE PROVIDER shall renew the yearly performance security one (1) month prior to its expiration. In the event the SERVICE PROVIDER fails to do so, PROCURING ENTITY has the option to renew the said security and to pay the premium in advance and automatically deductible to the SERVICE PROVIDER.

In the execution of the performance security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form prescribed therefore, and
- b. It shall be at least one (1) year in duration and to be renewed yearly by the SERVICE PROVIDER one (1) month prior to its expiration. After such renewal, original copy of the policy should be submitted immediately to PROCURING ENTITY.

SEC. 2. The performance security shall be confiscated and this contract rescinded should the SERVICE PROVIDER fail to deliver the Septage Management Services for a period of thirty (30) consecutive days due to circumstances other than those falling under Article XII, hereof and it is established that the failure to deliver is solely due to the fault of the SERVICE PROVIDER.

Prior to making a claim under the performance security, PROCURING ENTITY shall in every case notify the SERVICE PROVIDER in writing, stating the nature and duration of the default in respect of which the claim is to be made.

SEC. 3. It is understood that any payment made by PROCURING ENTITY to the SERVICE PROVIDER or the failure of PROCURING ENTITY to demand compliance of any of the terms and conditions of this contract shall not be considered as a waiver on the part of PROCURING ENTITY for the enforcement of this Agreement or any portion hereof.

ARTICLE XVI. TARGET SLUDGE VOLUME AND MCWD SERVICE CONNECTIONS (SC) TO BE DESLUDGED

The target no. of MCWD Service Connections (SC) to be desludged in the succeeding years is **17% of the total actual SC on that same year**. This is to reach an overall target for desludging at the end of the first cycle that is equal to **85% of the total actual SCs on the fifth year**. Based on this, on the first year of service, the SERVICE PROVIDER must be able to desludge daily a minimum of eleven (11) establishments (domestic or commercial) with MCWD service connections (SC) within Lapu-Lapu City and the municipality of Cordova. This is equivalent to at least **twenty-nine (29) cubic meters per day**. Therefore, the equivalent monthly targets which shall be the basis for Short Delivery (Section 5, Article XVII) are shown in Tables 1 & 2. **Please note that these targets are based on projected number of service connections only**. Setting of annual targets (number of service connections and minimum sludge volume for desludging) in the next ten (10) years shall be done one (1) month prior to the start of the succeeding year and **shall be based on the actual number of MCWD service connections** in Lapu-Lapu City and Cordova during the month of the target setting.

Table 1. TARGET NO. OF MCWD SERVICE CONNECTIONS (SC) FOR DESLUDGING (Note: Target values shown are based on the projected number of service connections only. Real targets will be set based on the actual number of service connections during the annual target setting)

CYCLE	First					Second				
Contract Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Year n of 1 st 5-year cycle	1	2	3	4	5	1	2	3	4	5
*No. of service connections in Lapu-Lapu City and Cordova	19,119	23,582	24,229	24,873	37,904	51,618	56,718	65,051	70,474	72,842
Target no. SC per year	3,251	4,009	4,119	4,228	6,444	8,775	9,642	11,059	11,981	12,383
Target no. SC per month	271	334	343	352	537	731	804	922	998	1,032
Target no. SC per day (26 working days per month)	11	13	13	14	21	28	31	35	38	40
Percentage of accumulated accomplishment in no. of SC desludged at the end of year n	17%	34%	51%	68%	85%	17%	34%	51%	68%	85%

**projected number of MCWD service connections in Lapu-Lapu City and Cordova*

Table 2. TARGET SLUDGE VOLUME FOR DESLUDGING (Note: Target values shown are based on the projected number of service connections only. Real targets will be set based on the actual number of service connections during the annual target setting)

CYCLE	First					Second				
Contract Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Year n of 1 st 5-year cycle	1	2	3	4	5	1	2	3	4	5
Minimum Target Sludge Volume from *establishments with MCWD SC within Lapu-Lapu City and Cordova, Target Sludge Volume $A_{year N}$										
per year	9,101 m ³	11,225 m ³	11,533 m ³	11,838 m ³	18,043 m ³	24,570 m ³	26,998 m ³	30,964 m ³	33,546 m ³	34,673 m ³
per month	758 m ³	935 m ³	961 m ³	987 m ³	1,504 m ³	2,048 m ³	2,250 m ³	2,580 m ³	2,795 m ³	2,889 m ³
per day (26 working days per month)	29 m ³	36 m ³	37 m ³	38 m ³	58 m ³	79 m ³	87 m ³	99 m ³	108 m ³	111 m ³

*establishments include both domestic and commercial

ARTICLE XVII. DAMAGES AND PENALTIES

SEC. 1. DELAYED DELIVERY

Time is an essential feature of this contract, the **SERVICE PROVIDER** shall pay **PROCURING ENTITY**, as liquidated damages, an amount as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay. In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price (Annex "E" Section 8 of R.A. 9184).

SEC. 2 The **SERVICE PROVIDER** agrees and binds itself to indemnify the **PROCURING ENTITY** for whatever injuries or damages suffered, as may be proven, by the latter by reason of the failure, negligence, delay or conduct of the former and/or its employees in the performance of its obligation.

For this purpose, **PROCURING ENTITY** shall have the right to automatically withhold payment of any amount due or that becomes due to the **SERVICE PROVIDER** to compensate **PROCURING ENTITY** for any damages it suffered on account of the failure, negligence or conduct of the **SERVICE PROVIDER** or its employees in the performance of its obligation.

SEC. 3. NON COMPLIANCE TO THE QUALITY OF EFFLUENT AND BIOSOLIDS

The **SERVICE PROVIDER** is given fifteen (15) days from notice to rectify any deviation/non-compliance with the required standards specified for the effluent and biosolids.

Failure to comply with the same within fifteen (15) days, the **PROCURING ENTITY** shall immediately issue cease and desist order. Cease and desist order shall be lifted once the **SERVICE PROVIDER** has corrected the non-compliance. The cease and desist order shall not suspend the imposition of penalties stated in **ARTICLE XVII SEC. 5**.

The **SERVICE PROVIDER** shall be held liable for any damage imposed to **MCWD** by any third person or a regulatory agency as a result of the non-compliance of the **SERVICE PROVIDER** to the quality of effluent and biosolids being disposed.

SEC. 4. If the force majeure is due to natural calamities like typhoon, earthquake, etc. which requires a reconstruction of the facilities, the obligations of both parties are suspended within the maximum period of six (6) months. After the suspension period has lapsed, **PROCURING ENTITY** shall impose without notice, the same penalty per cubic meter should the **SERVICE PROVIDER** still fails to deliver the Septage Management Services per schedule in cu.m. per month.

SEC. 5. PENALTY FOR SHORT DELIVERY

MCWD shall without notice, impose a penalty of one hundred percent (100%) of the current price per cubic meter for short delivery of target volume as well as non-attainment of SC target per month. However, target volume will be dependent on the actual increase in volume of water coming from new water sources that will translate to new service connections from domestic and commercial establishments subject for evaluation every end of the year.

PENALTY PER MONTH:

PENALTY FOR NON – ATTAINMENT OF SERVICE CONNECTIONS TARGET
= (Target SC per month – Desludged SC during month M) × 2.8 cu. m.
× Contract Price per cu. m.

PENALTY FOR NON – ATTAINMENT OF TARGET VOLUME
= (Target volume per month – Volume desludged on month M)
× Contract Price per cu. m.

ARTICLE XVIII. TERMINATION

PROCURING ENTITY reserves the right to terminate the contract based on any of the following grounds:

1. Failure to meet Quality Standards within fifteen (15) days from receipt of notice of such deviation.
2. Liquidated damages reaching 10% of the total annual contract price.
3. Failure to comply with the terms of this contract for 30 consecutive and successive days due to circumstances other than those falling under Article XII.

ARTICLE XIX. DISPUTES AND JURISDICTION

Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in the City of Cebu.

In case of a court suit, the venue shall be the courts of competent jurisdiction in the City of Cebu, to the exclusion of all other courts.

ARTICLE XX. AMENDMENTS

This Agreement or any part or portions thereof shall be modified or revised only through formal written agreement between the parties hereto, citing therein the specific clause(s) or provisions to be revised and the corresponding amendment.

The representatives of both parties should present proof of authority (i.e. board resolution or secretary's certificate) to make such amendments.

ARTICLE XXI. SEPARABILITY CLAUSE

If any part or provision of this Agreement is held invalid or unconstitutional, other provisions not affected thereby shall remain in force and effect.

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

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; **and**
- (g) Duly notarized commitment to comply with Article IV, Section 2 (actual and lawful possession of land by BWS for the entire contract term) of the Terms of Reference of the Contract.

Financial Documents

- (h) 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.

If the Committed Line of Credit is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Class "B" Documents

- (i) 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.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

II. FINANCIAL COMPONENT ENVELOPE

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

BID FORMS

A.1 Statement Of All Ongoing Government & Private Contracts Including Contracts Awarded But Not Yet Started, Similar And/Or Not Similar.

Business Name : _____

Business Address : _____

Name of Contract/Contract Cost/Location	a. Owner Name b. Address c. Telephone Nos.	Type of Goods	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Total _____

Note: This statement shall be supported with either of the following:

1. Notice of Award/Contract/Purchase Order
2. Notice to Proceed issued by the Owner

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Statement of all Completed Government & Private Contracts which are similar in nature

A2. Statement of Single Largest Completed Contract (SLCC) Government or Private

Business Name : _____

Business Address : _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Type of Goods	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with either of the following provided the items sold are indicated:

1. Certificate of Acceptance/Completion issued by the owner;
2. All Official Receipt/s issued for the Contract;
3. All Sales Invoice/s issued for the Contract.

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

A.3 NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Applicant Firm's / Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or a BIR-authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.
- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

NFCC = [(current asset – current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P _____

Herewith attached are certified true copies of the audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

Name of Firm / Contractor

Signature of Authorized Representative

Date : _____

NOTE:

150.If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

A.4 CREDIT LINE CERTIFICATE

Date: _____

Engr. Stephen D. Yee
Metropolitan Cebu Water District
Magallanes – Lapulapu Streets
Cebu City

CONTRACT NAME : _____
COMPANY/FIRM : _____
ADDRESS : _____
BANK/FINANCING INSTITUTION : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract, subject to our terms, conditions, and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of **Metropolitan Cebu Water District** for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor)
Authorized Representative : _____
Official Designation : _____

Note:

1. The amount committed should be machine validated.
2. If the Credit Line is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

A.5 JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: (name of owner/representative), of legal age, (civil status), (position) of (name of Firm/Company) and a resident of (address).

- and -

(name of owner/representative), of legal age, (civil status), (position) of (name of Firm/Company) and a resident of (address).

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the (Name of the Procuring Entity).

NAME OF PROJECT

CONTRACT AMOUNT (PhP)

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that (name of owner/representative), who shall come from the party with the **higher Net Financial Contracting Capacity (NFCC)** shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this _____, 20__, in _____, Philippines.

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Republic of the Philippines)
City of Cebu) S.S.

A.6 STATEMENT OF INTENT TO ENTER INTO JOINT VENTURE AGREEMENT

We, (name of authorized representative) of (name of company/business entity)
(name of authorized representative) of (name of company/business entity),
(name of authorized representative) of (name of company/business entity),
*all of legal age, Filipino citizens, after having been duly sworn to in accordance with law, hereby
depose and state that:*

1. We are authorized representatives/owners of our respective business entities, to wit:
(name of company/business name) with office address at _____

(name of company/business name) with office address at _____

(name of company/business name) with office address at _____

_____;
2. We manifest our intent to enter into a valid and duly notarized Joint Venture Agreement with each other in the instance that the bidding for _____ (name of project) _____
_____ is successful;
3. We are aware that no changes in the names of the parties are allowed. Hence, the business entities that executed this sworn statement should be the same parties that would also enter into a Joint Venture Agreement;
4. We are willing to abide by the provisions of the pro-forma Joint Venture Agreement as provided for by MCWD in the bidding documents;
5. We understand that the duly notarized pro-forma Joint Venture Agreement is required to be submitted within ten (10) calendar days after the receipt of the Notice of Award and that failure to do so would automatically mean the nullification of said award;
6. We attest to the truth and veracity of the foregoing statements and for whatever legal purpose this may serve.

IN WITNESS WHEREOF, we have hereunto set my hands this day of _____, in the _____, Philippines.

(Name of Business Entity)
Represented by:

(Name of Business Entity)
Represented by:

(Name of Business Entity)
Represented by:

ID:
Valid until:

ID:
Valid until:

ID:
Valid until:

SUBSCRIBED and SWORN to before me, this day of _____ at _____, Philippines. Affiants having satisfactorily proven to me their respective identities through their valid identification cards stated above.

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

A.7 Bid Security: GSIS Bond

Republic of the Philippines
GOVERNMENT SERVICE INSURANCE SYSTEM

GENERAL INSURANCE FUND
GSIS Makati Building, Legaspi St.
Legaspi Village, Makati, Metro Manila

G () GIF Bond _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (Name of Bidder) _____ represented by its _____, as PRINCIPAL, and the GOVERNMENT SERVICE INSURANCE SYSTEM as Administrator of the General Insurance Fund, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with head office at Manila, as SURETY, are held and firmly bound unto the OBLIGEE, _____ (Name of Procuring Entity) _____ in the sum of PESOS _____ (₱ _____), callable on demand, Philippine Currency, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded PRINCIPAL will submit a bid for the _____ (Name of the Contract) _____ on the _____ day of _____, 20 _____ at _____ am/pm.

WHEREAS, the conditions of aforementioned OBLIGEE require the BIDDER a bond for the said bid.

WHEREAS, the PRINCIPAL agrees to comply with all the terms and conditions of the said bid with the aforementioned OBLIGEE;

NOW, THEREFORE, the conditions of this obligation are that:

- 1) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 3) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to (the next is unreadable) amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

WITNESS OUR HANDS AND SEALS this _____ day of _____, 20 _____, at _____, Philippines.

GOVERNMENT SERVICE INSURANCE SYSTEM
General Insurance Fund

Principal

By:

By:

NOT VALID WITH ERASURES

SIGNED IN THE PRESENCE OF:

A.8 BID SECURITY: SURETY BOND

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called “the Principal”) as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Procuring Entity) (hereinafter called “the Surety”) are held and firmly bound unto (Name of Procuring Entity) (hereinafter called “the Entity”) as Obligee, in the sum of _____, Philippine currency, callable on demand by the Entity for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal will submit a written Bid to the Entity on the (Date) day of (Month) 20 Year, for the (Name of Contract) (hereinafter called “the Bid”).

NOW, THEREFORE, the conditions of this obligation are that:

- 1) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction’s to Bidders; or
- 3) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to the entered amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that, in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURE(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

A.9 Bid Securing Declaration Form

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

[Jurat]

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

A.10 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.

PR No.	Description	Quantity	Delivery Schedule	Statement of Compliance (Bidder must state here either “comply” or “not comply” against each of the individual parameters of each specification)
28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 – MACTAN SEPTAGE MANAGEMENT SERVICE)	150 m ³ /day x 312 days/year x 10 years	Twelve (12) months from the issuance of the Notice to Proceed (NTP)	

Submitted by:

Name of Firm / Contractor / Supplier

Signature of Authorized Representative

Date : _____

A.11 TECHNICAL SPECIFICATIONS

Bidder must state here either “comply” or “not comply” against the corresponding technical specifications as provided in Section VII (TECHNICAL SPECIFICATIONS) in the bidding documents.

PR No.	Description	Statement of Compliance (Comply Or Not Comply)
28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 - MACTAN SEPTAGE MANAGEMENT SERVICE)	

Submitted by:

Name of Firm / Contractor / Supplier

Signature of Authorized Representative

Date: _____

A.12 Omnibus Sworn Statement (Revised)

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

[Jurat]

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

A.13 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: _____

A.14 SCHEDULE OF PRICES

For Goods Offered within the Philippines										
Name of Bidder _____.						Invitation to Bid Number _____.			Page ____ of _____.	
1	2	3	4	5	6	7	8	9	10	11
PR No.	Description	Unit ABC Php/ m ³	Quantity	Unit price EXW per Item	Transportation and Insurance and all other costs incidental to delivery	Sales and other taxes payable if Contract is awarded	Cost of Incidental Services, if applicable	Total Price, per unit (col 5+6+7+8) Php/lot	Delivery Terms (years)	Total Bid Price (Php) delivered Final Destination (col 4) x (col 9) x (col 10) x <u>312 days</u>
28758-001	SEPTAGE MANAGEMENT SERVICE CONTRACT (PHASE 2 - MACTAN SEPTAGE MANAGEMENT SERVICE)	PhP 1,049.91	150 m ³ /day						10	
									TOTAL	Php_____
<div style="display: flex; justify-content: space-around; margin-bottom: 10px;"> <div style="text-align: center;"> _____ [signature] </div> <div style="text-align: center;"> _____ [in the capacity of] </div> </div> <p style="text-align: center;">Duly authorized to sign Bid for and on behalf of _____</p>										