

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	
.....Error! Bookmark not defined.	
Section I. Invitation to Bid.....	4
Section II. Instructions to Bidders.....	7
1. Scope of Bid	9
2. Funding Information.....	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	9
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	18
Section IV. General Conditions of Contract.....	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	24
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	31
Section VII. Technical Specifications	33
Section VIII. Checklist of Technical and Financial Documents	45

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

[Letterhead of the Procuring Entity]

**INVITATION TO BID FOR
PROCUREMENT OF TREATED BULK WATER SUPPLY
FOR SANTA MARIA WATER DISTRICT**

1. The Santa Maria Water District, through the Corporate Operating Fund for the Year 2021 intends to apply the amount of Thirteen Pesos and Fifty Centavos (P13.50) per cubic meter inclusive of tax for the first three (3) years being the ABC to payments under the contract for Procurement of Treated Bulk Water Supply for Santa Maria Water District (SMWD) with Identification No. PB2021-SMWD-G004. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Santa Maria Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required for the period of twenty (20) years. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project which is at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

3. Prospective Bidders may obtain further information from *Santa Maria Water District* and inspect the Bidding Documents at the address given below during office hours from 8:00AM to 5:00PM Monday thru Friday.
4. A complete set of Bidding Documents may be acquired by interested Bidders on February 15 to March 7, 2021 from the given address below, PhilGEPS and Procuring Entity’s website *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (P 50,000.00)*. The fee shall be paid by the prospective bidder to the SMWD’s cashier prior to bid submission. The proof of payment, official receipt, shall be presented to the BAC Secretariat upon submission of bidding documents or send through electronic means prior to bid submission.

5. The *Santa Maria Water District* will hold a Pre-Bid Conference¹ on February 24, 2021 at 1:00 PM at *SMWD Operation Department Office at J.P. Rizal St., Poblacion, Santa Maria, Bulacan*, face to face and/or through video conferencing or webcasting via *Zoom App.*, which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below before 1:00 PM on March 8, 2021. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on March 8, 2021 1:00 PM at the given address below. Bid opening shall be face to face, participants shall observe the healthy protocols with face mask and face shield. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The *Santa Maria Water District* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

Charito S. Fernando
BAC Secretariat
J.P Rizal St., Poblacion,
Santa Maria, Bulacan
CP# 0917-138-8683 or 0998-247-9190
Email Address: smwdbulacan@yahoo.com
Website: smwdbulacan.gov.ph

Date of Issue: February 15, 2021

Maria Leonora S. Romarate
Chairperson

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

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. GENERAL	ERROR! BOOKMARK NOT DEFINED.
1. Scope of Bid.....	Error! Bookmark not defined.
2. Funding Information.....	Error! Bookmark not defined.
3. Corrupt, Fraudulent, Collusive, and Coercive Practices..	Error! Bookmark not defined.
4. Conflict of Interest	Error! Bookmark not defined.
5. Eligible Bidders	Error! Bookmark not defined.
6. Bidder’s Responsibilities.....	Error! Bookmark not defined.
7. Origin of Goods.....	Error! Bookmark not defined.
8. Subcontracts.....	Error! Bookmark not defined.
B. CONTENTS OF BIDDING DOCUMENTS	ERROR! BOOKMARK NOT DEFINED.
9. Pre-Bid Conference.....	Error! Bookmark not defined.
10. Clarification and Amendment of Bidding Documents.....	Error! Bookmark not defined.
C. PREPARATION OF BIDS	ERROR! BOOKMARK NOT DEFINED.
11. Language of Bid	Error! Bookmark not defined.
12. Documents Comprising the Bid: Eligibility and Technical Components..	Error! Bookmark not defined.
13. Documents Comprising the Bid: Financial Component ...	Error! Bookmark not defined.
14. Alternative Bids.....	Error! Bookmark not defined.
15. Bid Prices.....	Error! Bookmark not defined.
16. Bid Currencies.....	Error! Bookmark not defined.
17. Bid Validity	Error! Bookmark not defined.
18. Bid Security	Error! Bookmark not defined.
19. Format and Signing of Bids	Error! Bookmark not defined.
20. Sealing and Marking of Bids	Error! Bookmark not defined.
D. SUBMISSION AND OPENING OF BIDS	ERROR! BOOKMARK NOT DEFINED.
21. Deadline for Submission of Bids.....	Error! Bookmark not defined.
22. Late Bids.....	Error! Bookmark not defined.
23. Modification and Withdrawal of Bids.....	Error! Bookmark not defined.

24. Opening and Preliminary Examination of Bids.. Error! Bookmark not defined.

E. EVALUATION AND COMPARISON OF BIDS..... ERROR! BOOKMARK NOT DEFINED.

25. Process to be Confidential..... Error! Bookmark not defined.

26. Clarification of Bids Error! Bookmark not defined.

27. Domestic Preference..... Error! Bookmark not defined.

28. Detailed Evaluation and Comparison of Bids Error! Bookmark not defined.

29. Post-Qualification..... Error! Bookmark not defined.

30. Reservation Clause..... Error! Bookmark not defined.

F. AWARD OF CONTRACT ERROR! BOOKMARK NOT DEFINED.

31. Contract Award Error! Bookmark not defined.

32. Signing of the Contract Error! Bookmark not defined.

33. Performance Security Error! Bookmark not defined.

34. Notice to Proceed..... Error! Bookmark not defined.

1. Scope of Bid

- 1.1. The procuring entity Santa Maria Water District hereinafter referred to as the “Procuring Entity” wishes to receive bids for supply and delivery of the goods as described in **Error! Reference source not found.** hereinafter referred to as the “Goods”.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the [BDS](#). The contracting strategy and basis of evaluation of lots is described in **ITB** Clause **Error! Reference source not found.**

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of not exceeding Thirteen Pesos and Fifty Centavos (P 13.50) per cubic meter for the first three (3) years.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. ~~*{Select one, delete other/s}*~~
 - ~~a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - ~~i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;~~
 - ~~ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;~~
 - ~~iii. When the Goods sought to be procured are not available from local suppliers; or~~
 - ~~iv. When there is a need to prevent situations that defeat competition or restrain trade.~~~~
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at *SMWD Operation Department Office at J.P. Rizal St., Poblacion, Santa Maria, Bulacan* face to face and/or through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

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

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 until _____. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during

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.

the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.*}*

21. Signing of the Contract

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

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
1.2	<p>The name of the project is:</p> <p>Procurement of Treated Bulk Water Supply for Santa Maria Water District (SMWD) with Identification No. PB2021-SMWD-G004</p> <p>The lot(s) and reference is/are:</p> <ul style="list-style-type: none"> a) The Project will consist of supply of treated bulkwater (hereinafter, referred to as the “GOODS” or Bulk Water) to the Santa Maria Water District (SMWD) or the “PROCURING ENTITY”, including the financing, design, supply, construction, operation, maintenance and management of the Water Treatment Plant. b) The Proponent shall tap only the San Jose-Santa Maria River c) The scope of Works shall particularly include the following: <ul style="list-style-type: none"> i. Design, Finance, Supply, Construction, Operation, Maintenance and Management of a River Water Treatment Plant (RWTP) that will extract, process and treat the raw water from San Jose-Santa Maria River and supply to SMWD for a period of twenty (20) years. ii. Interconnection from RWTP to SMWD Transmission Line. SMWD Transmission Line shall be on the account of SMWD and shall be constructed adjacent to the RWTP. iii. Supply and installation of Electromagnetic Flow Meter that will serve as Treated Bulk Water Supply Flow Meter (TBWSFM). This facility shall also have a treated water sampling point prior delivery of water to SMWD. iv. Operation, maintenance and management of all relevant facilities (i.e. RWTP, TBWSFM and interconnection) over a twenty (20) years supply contract. v. The Treated Bulk Water Proponent shall meet the requirements specified in Section 7 Technical Specifications. vi. Financing of all relevant infrastructures, facilities and components. d) Minimum delivery of 5,000 cu.m. per day of Treated Bulk Water to SMWD Transmission Line at the designated Interconnection Point (IP) e) The interconnection point (IP) shall be constructed adjacent to the RWTP f) The Treated Bulk Water Proponent (TBWP) shall meet the Philippine National Standards for Drinking Water of 2017. g) The TBWP shall maintain a minimum line pressure form 30 psi at the Interconnection Point (IP). h) The TBWP shall deliver a sustainable and reliable treated water supply to SMWD for the entire duration of the contract. i) The TBWP shall deliver the required quality and quantity of treated water to SMWD within 365 calendar days from the receipt of Notice to Proceed. This should already include the 90 calendar days allocated to secure all relevant permits and licenses, eg., water permit. j) The contract period shall be 20 years renewable for another 10 years at the sole option of SMWD. k) The TBWP, prior to the construction of the RWTP shall submit the appropriate water right/permit or authority to the San Jose-Santa Maria River as the single and sole point of source. l) The TBWP shall comply with all the details specified in the Technical Specifications.

	<p>Production Capacity Required.</p> <p>This project requires the TBWP to have an initial minimum production capacity of 10,000 cu.m. per day with a minimum over-production capacity of ten Percent (10%) which shall be delivered to SWMD Transmission Line.</p> <p>Additional volume: SMWD may, by giving 30 days prior written notice to the TBWP, request that additional volume of Treated Bulk water over the minimum volume be made available and delivered by the TBWP for each day of the specified Billing Month or Billing Months. As long as the required Total Daily Volume does not exceed the WTP Design Capacity of 10 MLD.</p> <p>In such case where the required Total Daily Volume exceeds 10 MLD, the TBWP and SMWD shall mutually agree on the Effectivity Date of the New Minimum Daily Volume to allot ample time for additional infrastructures needed to achieve the newly required Total Daily Volume.</p>
5.1	<p>Eligible Bidders: TBWP Experience</p> <p>The TBWP or any of its partners or stakeholders must have directly or indirectly engaged in related water utility business or supply bulk water to water utilities in the last five (5) years.</p> <p>The TBWP or any of its partners or stakeholders must have directly or indirectly engaged in the design, construction, erection, installation or operation and maintenance of river water treatment plants utilizing a technology that is proven to be effective as supported by a certificate of final acceptance issued by its users or recipients.</p> <p>Such proven installation should be operational within five (5) years from the date of submission and receipt of bids and should have a minimum production capacity of 10 MLD of potable water.</p> <p>Company Profile and Organization</p> <ul style="list-style-type: none"> · SEC Registration and Mayor’s Permit to Operate · PCAB License Medium A – Water Treatment and Systems · Organizational Chart of the Proponent · Key personnel of the project must demonstrate a minimum of five (5) years’ experience in related water utility business or management and construction of similar projects. <p>Financial Capability</p> <p>The supplier shall submit their audited financial statements for the past three (3) years with stamped received by the BIR, latest tax returns and net worth.</p> <p>The supplier must have adequate financial capability for the construction, operation and maintenance of the RWTP and supply of bulk water to SMWD.</p> <p>The supplier shall obtain a letter of expression of financial support from any reputable banking and/or financial institution for the project, as shown by Credit Line Certificates and/or Certificate(s) of Commitment specific to the contract at hand or a cash deposit certificate certifying a hold-out on cash deposit in an amount which shall not be less than Twelve Million Pesos (P 12,000,000.00) ten percent of the Estimated cost of Php 120,000,000.000 .</p> <p>In the alternative to the foregoing, the TBWP should have a net financial</p>

	contracting capacity (NFCC) computed in accordance with the implementing rules and regulations of RA 9184 equal to the Estimated Project Cost of Php 120,000,000.00.
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Related water utility business or supply of bulk water to water utilities within the last five (5) years; and</i> b. completed a River Water Treatment Plant with a minimum capacity of 10MLD within five (5) years prior to the deadline for the submission and receipt of bids. Such Project should have a minimum amount equivalent to the Estimated Project Cost of Php 120,000,000.00
7.1	<i>Sub-contracting is not allowed.</i>
12	The price of the Goods shall be quoted DDPSMWD Office Farmacia Emilia, J.P. Rizal St., Poblacion, Santa Maria, Bulacanor the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P _____ <i>[Indicate the amount equivalent to two percent (2%) of the Estimated Project cost of Php 120,000,000.00],</i> 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 P _____ <i>[Indicate the amount equivalent to five percent (5%) of Estimated Project Cost of Php 120,000,000.00]</i> if bid security is in Surety Bond.
15	Each Bidder shall submit <i>ONE (1) Mother Envelope Containing Two (2) Envelopes</i> , which are as follows: Envelope No.1 - "Original" Documents: with Two (2) Sub envelopes for the ff: <ul style="list-style-type: none"> a. Technical (including eligibility documents) b. Financial Documents Envelope No.2 - "Copy 1" : with Two (2) Sub envelopes for the ff: <ul style="list-style-type: none"> a. Technical (including eligibility documents) b. Financial Documents <p style="text-align: center;">"All envelopes must be sealed and properly labeled"</p> Provide table of contents and each bid documents must be properly labelled with page tabs.
19.3	<i>All lots/items for this project shall be awarded to one (1) bidder</i>
20.2	<i>No further instructions</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i> <ul style="list-style-type: none"> • <i>Official Authorization from Owner/manufacturer of equipment/technologies/programs/designs used by the TBWP for the Water Treatment Process, Intake Pumps and Booster Pumps.</i> • <i>Certification of Availability of Spare Parts for Major equipment</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. ~~*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*~~

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract.]</i></p> <p>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><i>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered at SMWD Bldg., Farmacia Emilia, J.P. Rizal St., Poblacion, Santa Maria Water District. In accordance with INCOTERMS.”</i></p> <p><i>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered SMWD Bldg., Farmacia Emilia, J.P. Rizal St., Poblacion, Santa Maria Water District. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></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 <i>SMWD Bldg., J.P. Rizal St., Poblacion, Santa Maria, Bulacan.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	<p>Packaging—</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>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> <hr/> <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	<p>For partial or staggered delivery of the Goods procured. “The terms of payment shall be as follows:</p> <p>No advance payment shall be made.</p> <p>The TBWP together with SMWD shall determine the total delivered treated water volume on a monthly basis. Authorized representatives from the TBWB and SMWD shall conduct a joint meter reading of the TBWSFM every end of the month for this purpose.</p> <p>TBWP shall submit a Joint Meter Reading Report (JMRR) duly signed by Authorized SMWD Representative as an attachment to their monthly Billing Statement.</p> <p>SMWD shall process and make payments to TBWP within 30 days upon receipt of Billing Statement and signed JMRR.</p>
3	<p>The following are the acceptable Forms of Performance Security from which the TBWP may choose:</p> <ul style="list-style-type: none"> i. Cash, cashier’s check, manager’s check, bank draft or irrevocable letter of credit in the amount of five percent (5%) of the Contract Price which is _____ ii. Bank guarantee in the form prescribed in Section VII: Sample Forms 9b) in the amount of ten percent (10%) of the Contract Price which is _____

	<p>iii. Surety bond in the amount of thirty percent (30%) of the Contract Price which is _____.</p> <p>It shall be at least one (1) year in duration and to be renewed yearly by the TBWP within one (1) month prior to its expiration. After such renewal, original copy of the policy should be submitted immediately to SMWD.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • <i>The TBWP shall regularly monitor the water quality, quantity and pressure. Monitoring reports shall be provided regularly to SMWD and shall be made available immediately upon request.</i> • <i>Installed Treated Bulk Water Supply Flow Meter must have undergone accuracy test prior its installation.</i> • <i>The TBWP shall engage the services of an independent laboratory acceptable to SMWD to collect samples of chlorine residual daily and conduct periodical analysis of potable water supplied every day according to the set parameters such as iron, manganese, pH, turbidity, TDS, conductivity, hardness (calcium and/or total), chloride, etc.</i> • <i>There shall be two (2) kinds of water analysis to be performed to check the quality standards of water; bacteriological (monthly results) and physicochemical (semi-annual results) analyses. Water sample for the bacteriological and chemical analysis should be taken from the Interconnection Point (IP)</i> • <i>Accuracy of the flow meter shall be inspected by SMWD as it deemed necessary. The TBWP shall provide a pre-calibrated spare unit for TBWSFM to be installed immediately upon pull-out.</i> <ul style="list-style-type: none"> • <i>The replacement of the defective meter shall be done immediately form the time it was discovered and shall be the responsibility and under the account of the TBWP.</i> • <i>Calibration expense of the flow meter shall be borne by the requesting party. In all instances, the other party shall be duly informed in writing by the requesting party within a reasonable time prior to the pull-out and calibration of the flow meter.</i>
5	<p>The warranty period shall be three (3) months as stated in Section 62.1 of the Revised IRR of RA 9184.</p>
6	<p>Liquidated Damages (LD) shall be charged to the TBWP computed on a monthly basis subject to and in full consideration of the Force Majeure Clause 18 of the approved Terms of Reference.</p> <p>LD per month = ((5,000 x No. of days) – Total Volume Delivered) x (price/cu.m) x (8%)</p>

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (AGENCY)			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
Supply of treated bulk water complying with the Philippine National Standards for Drinking Water, with detailed design of raw water abstraction and schematic diagram of water treatment process and design		<i>5,000 cu.m. per day</i>	
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<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</i></p>

			<i>Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i>
1		<p>Preliminary Survey and Investigations</p> <p>Assessment of Raw Water Source and Characteristics – SMWD has initially identified San Jose – Santa Maria River to be the river source. TBWP shall be responsible in securing the required permits and water allocation of 10,000 CMD from the NWRB and other private and/or government institutions and offices.</p> <p>The raw water characteristics are shown below:</p> <ul style="list-style-type: none"> ○ pH : 7.3 – 8.5 ○ Turbidity: 50 NTU ave. 1000 NTU max ○ Hardness: 100mg/l ave., 130mg/l max ○ Alkalinity: 100mg/l ave., 130mg/l max ○ Manganese: 0.05mg/l ave., 0.30mg/l max ○ Total Iron: 0.4mg/l ave., 1.00 mg/l max ○ Color: 30 mg/l ave., 100 mg/l max ○ TDS : 50 mg/l ave., 200 mg/l max ○ Pesticides: Not Detected ○ Heavy Metals: Not Detected ○ Feed Inlet pressure: 2 bars/20.4 meter (net) ○ The TBWP shall assess and validate the physical and chemical analysis provided by SMWD. 	
2		<p>The Water Treatment Plant shall be designed to produce treated water conforming to the quality herein specified for product water.</p> <p>pH 6.5 – 8.5 Color ≤ 5 TCU Turbidity ≤ 5 NTU Hardness ≤ 300 mg/l TDS ≤ 500 mg/l Sulfate ≤ 250 mg/l Arsenic ≤ 0.01 mg/l Cadmium ≤ 0.003mg/l</p>	

		<p>Lead ≤ 0.01 mg/l Nitrate ≤ 50 mg/l Iron ≤ 0.30 mg/l Manganese ≤ 0.20 mg/l Chloride ≤ 250 mg/l Benzene ≤ 0.01 mg/l Total coliform <1.1 MPN/ 100 ml Fecal coliform <1.1 MPN/ 100 ml Heteroropic Plate Count < 500 CFI/ml</p> <p>It shall have the following basic components:</p> <ol style="list-style-type: none"> 1. Raw water pump with Inlet Intake/Feed line assembly for the WTP 2. Process tanks where coagulation/flocculation occurs, clarification tanks and clear water tanks. 3. Automatic Pressure Filters with automatic backwash system including feed pumps, pipelines, pipe appurtenances 4. Chemical dosing station 5. Two (2) unit Sludge Separation Lagoon with supernatant recovery system 6. Electrical and control room. 7. Chemical farm to include but not limited to the following: chemical dosing stations, chemical storage room, dosing tank, dosing pump, appurtenances and delivery lines. 8. Filter feed pumps and other incidental work necessary to complete the project. 9. Perimeter fence with steel gate including perimeter / plant complex lighting 10. Plant drainage system 11. Plant road works / side development <p>The design concept required by SMWD is the use of Pulsator-Type Clarifier System with Pressurized Multi-Media Filtration System. The said Pulsator-Type Clarifier should be constructed out of concrete to ensure durability and lifespan of the structure. There should be no moving parts in the water and the pulsation units should not be based on actuated valves and/or vacuum pumps for optimum efficiency and ease of operation. Sand/grit and sludge removal</p>	
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		<p>process should be carried out without the use of any moving parts such as scrapers for ease of maintenance. Chemical dosing system should be automatic and proportional to the raw water flow rate and quality by means of a programmable logic controller.</p> <p>The Contractor shall take into account that the design of the treatment plant shall be 10,000 cu.m. per day at 22-hour design (approximately 454.5 cu.m per hour flow rate allotting a 2-hour period for miscellaneous maintenance and treatment plant services if needed). The clarifier shall at any given time be fully-automated in operation from the inlet feed line until the interconnection point (with an option for semi-automatic and manual operation). The operation of the facility must be centralized and can be monitored or controlled thru an automatic system where all data pertaining to the treatment process shall be stored locally in a computerized system (flow rate, turbidity, chemical dosing, filtration system, pressures, free chlorine, etc.). All appurtenant piping, housing and other incidental services required for full operation of the project shall be considered and provided by the TBWP.</p> <p>The recovered volume (treated water) shall not be less than 97% of the raw water; threshold for wastage shall not exceed 3%. The design shall be free from any discernable odor and noise louder than 55 decibels at the site boundary. Such design shall prevent the plant from total plant shutdown when undergoing repair or maintenance works.</p> <p>TBWP must have completed a similar Water Treatment Plant project with at least 10,000 CMD capacity. Similar project for this scope shall be defined as a River Water Treatment Plant using Pulsator-Type Clarifier. The Pulsator-Type Clarifier System should be based on a concrete structure, there should be no moving parts in the water and the pulsation units should not be based on</p>	
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		<p>actuated valves and/or vacuum pumps.</p> <p>The contractor shall provide the Technology Provider's Authority or Certificate of Distributorship to ensure that the proposed design and technology came directly from the Technology Provider and would benefit from the Technology Provider's technical support specially for after-sales services. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.</p>	
3		<p>Electro-Mechanical System and Controls.</p> <p>The Contractor shall design all electro-mechanical works as may have deemed necessary in conformity with governing laws and relevant codes, laws and ordinances.</p> <p>The WTP shall be designed with a fully automated system as default at all times with an option to switch into manually-operated control system for all equipment installed from feed water inlet pipe, dosing of chemicals, online reading and data logging, pressurized multi-media filtration and backwash system, whether the operation scheme is in part or in full. When fully automated, it shall have an option for manual operation if desired. It shall also be equipped with an online local monitoring and recording system of various major process parameter such as: turbidity, residual chlorine, in-flow and outflow of water. Such system shall be linked to the chemical dosing system to ensure accurate chemical feeding and water quality. It shall also be provided with appropriate electromagnetic flow metering devices with data logger and totalizer for inflow and outflow measurements.</p> <p>It shall be included in the scope of the TBWP to provide a centralized control center; where all the operations and monitoring of the plant can be controlled at any given time. A centralized programming shall be required to accommodate all but not limited to the aforementioned data, and can be stored or</p>	

		<p>extracted from the proposed centralized control center.</p> <p>Other necessary electro-mechanical requirements for the full operation of the water treatment plant shall be provided by the TBWP.</p>	
4		<p>Pumps and Motors.</p> <p>a) The pumps and motors should come from the same manufacturer to ensure performance efficiency and compatibility.</p> <p>The contractor shall provide Manufacturer's Authority or Certificate of Distributorship to ensure that the pumps and motors proposed came directly from the same manufacturer. This will ensure that the contractor will benefit from the Manufacturer's technical support specially for after-sales services. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.</p> <p>b) The intake pumps and motors shall be submersible in nature with casted bowls and impellers, must have a built-in corrosion protection device to protect the electric pump and motor from electrochemical corrosion and galvanic currents, passivating the steel so as to create a further safety barrier against corrosion.</p> <p>The booster pumps and motors shall be horizontally installed, submersible in nature with casted bowls and impellers inside a protective metal shroud, must have a built-in corrosion protection device to protect the electric pump and motor from electrochemical corrosion and galvanic currents, passivating the steel so as to create a</p>	

		<p>further safety barrier against corrosion. This allows the booster pumps and motors to operate safely even on flooded conditions.</p> <p>The bidder shall submit the Manufacturer's Standard Brochure indicating the Built-in Corrosion Protection System as a standard feature.</p> <p>c) The motor shall be of squirrel cage, submersible induction type, encapsulated and rewindable type. The motor shall be designed for continuous duty operation and shall have a minimum service factor of 1.15. the motor shall be water filled and should incorporate a mechanical seal to restrict foreign matter from entering the motor. The thrust bearings shall be of ample capacity to carry the weight of all rotating parts plus the hydraulic thrust and shall be an integral part of the driver. It shall be equipped with expansion diaphragm to compensate for filling water expansion/contraction due to temperature changes. It shall be fitted with a permanent non-corrosive nameplated on which all standard motor data shall be stamped or engraved in English/Metric.</p> <p>d) Manufacturer should have proven track record on the fabrication and manufacturing of Pumps and Motors for a minimum period of 25 years. The Manufacturer should likewise follow Quality Management Assurance procedure audited by a reputable third party institution such as ISO and other International organization on the place of manufacturer.</p> <p>The bidder shall provide</p>	
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		<p>manufacturer's Certificate of Registration to Quality Management System – ISO 9001:2015 to ensure compliance. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.</p>	
4		<p>General Standards and Specifications.</p> <p>The design and specifications shall conform to, but shall not be limited to, the following standards set by the:</p> <ul style="list-style-type: none"> (a) Philippine National Standards for Drinking Water (PNSDW), latest edition (b) National Building Code of the Philippines (NBCP), latest edition (c) National Structural Code of the Philippines (NSCP), latest edition (d) Fire Code of the Philippines (e) Uniform Building Code (f) Electrical Code of the Philippines (g) Mechanical Code of the Philippines (h) Revised National Plumbing Code of the Philippines (i) Code on Sanitation of the Philippines (j) Applicable Local Regulations and Ordinances 	

Terms of Reference

1.0 PROJECT NAME

- 1.1 The Project shall be known as the **Treated Bulk Water Supply Project (TBWSP)** for the **Santa Maria Water District (SMWD)**

2.0 PROJECT NAME

- 2.1 The Project involves the Design, Supply, Construction, Operation, Maintenance and Management of **River Water Treatment Plant (RWTP)** with a minimum production capacity of 10,000 cu.m per day with a minimum over-production capacity of Ten Percent (10%) which shall be delivered to **SMWD** Transmission Line at the lowest possible cost for the period of Twenty (20) years.

3.0 PROJECT COMPONENT AND SCOPE OF WORKS

- 3.1 Design, Finance, Supply, Construction, Operation, Maintenance and Management of a **River Water Treatment Plant (RWTP)** that will extract, process and treat the raw water from San Jose – Santa Maria River and supply to **SMWD** for a period of twenty (20) year.
- 3.2 Interconnection from **RWTP** to **SMWD** Transmission Line. **SMWD** Transmission Line shall be on the account of **SMWD** and shall be constructed adjacent to the **RWTP**.
- 3.3 Supply and installation of Electromagnetic Flow Meter that will serve as **Treated Bulk Water Supply Flow Meter (TBWSFM)**. This facility shall also have a treated water sampling point prior to delivery of water to **SMWD**.
- 3.4 Operation, maintenance and management of all relevant facilities (i.e. **RWTP**, **TBWSFM** and interconnection) over a twenty (20) years supply contract period.
- 3.5 The Treated Bulk Water Proponent (TBWP) shall meet the requirements specified in Section 17.0 Technical Specifications.
- 3.6 Financing of all relevant infrastructures, facilities and components.

4.0 PROJECT TERMS AND CONDITIONS

- 4.1 Minimum delivery of 5,000 cu.m. per day of Treated Bulk Water to **SMWD** Transmission Line at the designated **Interconnection Point (IP)**.
- 4.2 The **Interconnection Point (IP)** shall be constructed adjacent to the **RWTP**.
- 4.3 The **Treated Bulk Water Proponent (TBWP)** shall meet the Philippine National Standards for Drinking Water of 2017.

4.4 The location of the **RWTP** should be within the jurisdiction of Santa Maria Water District.

4.5 The **Treated Bulk Water Proponent (TBWP)** together with **SMWD** shall determine the total delivered water volume on a monthly basis. Authorized representatives from **TBWP** and **SMWD** shall conduct a joint meter reading of the **TBWSFM** every end of the month for this purpose.

TBWP shall submit a **Joint Meter Reading Report (JMRR)** duly signed by Authorized **SMWD** representative as an attachment to their monthly Billing Statement.

4.6 **SMWD** shall process and make payments to **TBWP** within 30 days upon receipt of Billing Statement and signed **JMRR**.

4.7 In case of failure to deliver the minimum volume of Treated Bulk Water required without reasonable justification/s, and for reasons where **SMWD** is not at fault, the **Treated Bulk Water Proponent (TBWP)** must restore the **RWTP** to normal operations within 48 hours. **Liquidated Damages (LD)** shall be charged to the **TBWP** computed on a monthly basis subject to and in full consideration of the Force Majeure Clause 18 of the approved Terms of Reference.

LD per month = ((5,000 x No. of days) – Total Volume Delivered) x (price/cu.m) x (8%)

4.8 The **TBWP** shall maintain a minimum line pressure from 30 psi at the **Interconnection Point (IP)**.

4.9 The **TBWP** shall deliver a sustainable and reliable treated water supply to **SMWD** for the entire duration of the contract.

4.10 The **TBWP** shall regularly monitor the water quality, quantity and pressure monitoring reports shall be provided regularly to **SMWD** and shall be made available immediately upon request.

4.11 The water permit required by the National Water Resources Board (NWRB) for the utilization and operation of the water source shall be the sole responsibility of the **TBWP**. Any other permits and licenses required by the Local Government Unit (LGU) and/or any relevant Government Agencies and Offices, required for the utilization and operation of the water source shall be the sole responsibility of the **TBWP**. Cease and desist order or any similar interruption in the operation due to the **TBWP**'s non-compliance of permit and/or licenses shall make the **TBWP** liable for penalties. Here **SMWD** shall fully support and help the **TBWP** to acquire the required permits and licenses.

4.12 Additional volume: **SMWD** may, by giving thirty (30) days prior written notice to the **TBWP**, request that additional volume of Treated Bulk Water over the minimum volume be made available and delivered by the **TBWP** for each day of the specified Billing Month or Billing Months. As long as the required Total Daily Volume does not exceed the WTP Design Capacity of 10 MLD.

In such cases where the required Total Daily Volume exceeds 10 MLD, the TBWP and SMWD shall mutually agree on the Effectivity Date of the New Minimum Daily Volume to allot ample time for additional infrastructures needed to achieve the newly required Total Daily Volume.

5.0 AUTHORIZATION AND WARRANTY

5.1 All equipment/technologies/programs/designs to be used by the **TBWP** shall have an Official Authorization from the Owner/Manufacturer. For major equipment, certification of availability of spare parts issued by the technology provider/manufacturer shall also be required.

6.0 CONSTRUCTION / INSTALLATION DURATION

6.1 The **RWTP** shall be operational and ready to deliver the required quality and quantity of treated water to **SMWD** within three hundred sixty-five (365) calendar days from the receipt of Notice to Proceed. This should already include the ninety (90) calendar days allocated to secure all relevant permits and licenses, eg. water permit.

7.0 SUPPLY CONTRACT DURATION

7.1 Twenty (20) years renewable for another 10 years at the sole option of the **SMWD**.

8.0 PRODUCTION CAPACITY REQUIREMENTS

8.1 This project requires the **TBWP** to have a minimum production capacity of 10,000 cubic meters per day.

8.2 The total volume of potable water delivered by the **TBWP** shall be measured by the **TBWSFM**, which must be an electromagnetic type and must also have a built-in data logger. The said flow meter, along with the metering vaults structure and appurtenances within the metering vault shall be provided, owned installed and maintained by the **TBWP**. Such facility shall also be constructed with a by-pass with complete ancillaries that will serve as redundancy.

8.3 **SMWD** shall test the accuracy of the **TBWSFM** and shall approve its installation. Complete specifications of these meters, design of its installation and other necessary appurtenance thereof, shall be included in the Technical Specifications and Drawings and shall form part of this Agreement.

8.4 **TBWP** and **SMWD** shall jointly read each meter every end of the month or as may be necessary as determined by both parties. Neither party is authorized to tamper nor make adjustment on the settings of the flow meters or any parts thereof without consent of the other. To ensure this, the enclosure for the **TBWSFM** shall utilize a double lock (one (1) lock for **SMWD** and one (1) lock for the **TBWP**) to be supplied and installed by the **TBWP**.

8.5 The **TBWP** shall bill **SMWD** based on the total monthly volume registered in the **TBWSFM** is acknowledged and certified correct by an authorized **SMWD** representative, if either party suspects that there is a defect in the meter, a joint investigation by both parties shall be conducted. If both **SMWD** and **TBWP** concurred that the defect resulted to either under or over registration, adjustment in the billing shall be discussed and agreed by both parties and shall be implemented accordingly.

However, in the event that after due investigation, it cannot be determined whether the defect in the meter resulted to an under or over-registration, the daily average of the immediate previous three (3) months taking into account other factors that may affect the volume of delivery shall be used as basis in the billing.

8.6 Any protest for over or under-registration or other defect in the flow meter should be filed by either party within a month following the billing period subject for the adjustment. Failure to protest on time will constitute as a waiver to seek for adjustment in the billed amount.

8.7 Accuracy of the flow meter shall be inspected by **SMWD** as it deem necessary. The **TBWP** shall provide a pre-calibrated spare unit for **TBWSFM** to be installed immediately upon pull-out.

- The replacement of the defective meter shall be done immediately from the time it was discovered and shall be the responsibility and under the account of the **TBWP**.
- Calibration expense of the flow meter shall be borne by the requesting party. In all instances, the other party shall be duly informed in writing by the requesting party within a reasonable time prior to the pull-out and calibration of the flow meter.

8.8 The **TBWP** shall ensure continuous water supply even during power interruptions. Thus, **TBWP** shall provide the required back-up power to adequately run the **RWTP**.

In case of prolonged power interruptions in excess of 24 hours, **SMWD** shall reimburse the additional operating cost incurred by the **TBWP** in using their back-up power. Such amount shall be calculated by the additional cost of diesel consumption minus the usual cost of normal power, such calculations can be evaluated every end of the month provided that the total duration of power interruption is in excess of 24 hours.

9.0 WATER QUALITY

9.1 The **TBWP** shall supply **SMWD** with potable water conforming to the Philippine National Standards for Drinking Water of 2017. Failure to comply with or any unauthorized deviation from the standard specifications provided therein by the **TBWP** shall give **SMWD** the right to unilaterally refuse acceptance of the minimum volume of water. Further, failure to comply with the abovementioned

standard may entitle **SMWD** to impose penalty/ies and/or discounts on the cost of the Treated Bulk Water Supply to be agreed by both parties.

- 9.2 The **TBWP** shall, at its own cost and expense, engage the services of an independent laboratory acceptable to **SMWD** to collect samples of chlorine residual daily and conduct periodical analysis of potable water supplies everyday according to the set parameters such as iron, manganese, pH, turbidity, total dissolved solids, conductivity, hardness (calcium and/or total), chloride, etc.
- 9.3 A copy of the test result shall be submitted periodically to **SMWD** for monitoring of the **TBWP's** compliance with the water quality standards.
- 9.4 There shall be two (2) kinds of water analysis to be performed to check the quality standards of water; the bacteriological (monthly results) and physicochemical (semi-annual results) analyses. Water sample for the bacteriological and chemical analysis should be taken from the **Interconnection Point (IP)**.
- 9.5 **SMWD** reserves the right to demand from the **WATER SUPPLIER** the immediate repeat testing on particular water quality parameters with aesthetic effects when it is found out to be questionable within six (6) hours therefrom. If the repeat testing result of the **TBWP** would not accord with **SMWD** findings, an immediate split sampling & testing with another recognized independent laboratory accredited by DOH with the acceptable and approval of **SMWD** shall be sought by the **TBWP** to resolve the questionable water quality issue. This water sample and result shall prevail where the **TBWP** and **SMWD** will jointly decide on how to proceed with the bulk water supply.
- 9.6 In any event, when other water quality parameters with health significance are found to be deviating from acceptable standards, such as but not limited to bacteriological, heavy metals, pesticides, organics and the likes, **SMWD** reserves the right to refuse the delivery of water supply and may impose penalty to the **TBWP**.

In such case, **SMWD** may likewise close the valve at the injection point after 48 hours of formal notice to the **TBWP**. Operations may only resume if all water quality disputes are resolved.

10.0 WATER PRICE / RATES

- 10.1 The Bulk Water shall be sold to **SMWD** at a maximum price of P 13.50 per cubic meter inclusive of tax for the first three (3) years of operation.
- 10.2 The Bulk Water Price may be adjusted in the subsequent years of the contract period of 20 years and shall be computed accordingly but not to exceed 10% of the existing rate. The new and adjusted water rate shall be recommended and substantiated by the **TBWP** and duly approved by **SMWD**. Such water rate shall be effective within 15 days upon **SMWD** approval.
- 10.3 The Bulk Water Price will be subject to Annual Consumer Price Index (CPI) Adjustment on the Fourth year of operation.

$$\mathbf{BWP}_{t+1} = \mathbf{BWP}_t * [\mathbf{CPI}_t / \mathbf{CPI}_{t-1}]$$

Where:

- **BWP_{t+1}** is the Bulk Water Price per cubic meter during the charging year “t+1”;
- **BWP_t** is the Bulk Water Price per cubic meter during the current year “t”;
- **CPI_t** is the July-posted Philippine CPI during the current year “t”; and
- **CPI_{t-1}** is the July-posted Philippine CPI during the previous year “t-1”

11.0 BID DOCUMENT FEE

11.1 The bid documents cost shall be Php 50,000.00 which shall be non-refundable and shall be paid by the Bidder upon withdrawal of the documents from the **SMWD**.

12.0 ELIGIBILITY REQUIREMENTS

12.1 TBWP’s Experience

- The **TBWP** or any of its partners or stakeholders must have directly or indirectly engaged in related water utility business or supply bulk water to water utilities in the last five (5) years.
- The **TBWP** or any of its partners or stakeholders must have directly or indirectly engaged in the design, construction, erection, installation, or operation and maintenance of river water treatment plants utilizing a technology that is proven to be effective as supported by a certificate of final acceptance issued by its users or recipients.

Such proven installation should be operational within five (5) years from date of submission and receipt of bids and should have a minimum production capacity of 10MLD portable water.

12.2 Company Profile and Organization

- SEC Registration and Mayor’s Permit to Operate
- PCAB License Medium A – Water Treatment and Systems
- Organizational Chart of the Proponent
- Key personnel of the project must demonstrate a minimum of five (5) years’ experience in related water utility business or management and construction of similar projects.

12.3 Financial Capability

- The Supplier shall submit their audited financial statements for the past 3 years with stamped received by the BIR, latest tax returns and net worth.
- The Supplier must have adequate financial capability for the construction, operation and maintenance of the RWTP and supply of bulk water to **SMWD**.
- The Supplier shall obtain a letter of expression of financial support from any reputable banking and/or financial institution for the project, as shown by Credit Line Certificate(s) and/or Certificate(s) of Commitment specific to the contract at hand or a cash deposit certificate certifying a hold-out on cash deposit in an amount which shall not be less than Twelve Million Pesos (Php 12,000,000.00) ten percent (10%) of the Estimated Project Cost of Php 120,000,000.00.
- In the alternative to the foregoing, the TBWP should have a net financial contracting capacity computed in accordance with the implementing rules and regulations of Republic Act no. 9184 equal to the Estimated Project Cost of Php 120,000,000.00.

12.4 Project Proposal

- Description of the financing, design, construction, operation, maintenance and management of the project.
- The BID expressed in rate per cubic meter for the first 3 years.

13.0 PERFORMANCE SECURITY

13.1 To guarantee the faithful performance of this contract, the TBWP 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:

- Cash, certified check, manager's check, cashier's check, bank draft or irrevocable domestic letter of credit – five percent (5%) of the total annual contract price.
- Bank Guarantee – ten percent (10%) of the total annual contract price.
- Surety Bond – thirty percent (30%) of the total annual contract price.

The Total Annual Contract Price is computed as follows:

Total Annual Contract Price = Bid Price per cu.m x 5,000 cu.m. per day x 365 days.

This performance security shall be posted in favor of **SMWD** and shall guarantee the payment of the amount of the security as penalty in the event it is established that the **TBWP** is in default in his obligations there under. In case of a surety bond, the **TBWP** shall renew the yearly performance security within one (1) month prior to its expiration. In the event the **TBWP** fails to do so, **SMWD** has the option to renew the said security and to pay the premium in advance and automatically deductible to the **TBWP**.

In the execution of the performance security, the following condition 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 **TBWP** within one (1) month prior to its expiration. After such renewal, original copy of the policy should be submitted immediately to **SMWD**.

13.2 The performance security shall be confiscated and this contract rescinded should the **TBWP** fail to deliver water for a period of thirty consecutive days without any actions acceptable to **SMWD**. Such action resulting to forfeiture of this contract may be initiated by **SMWD** if the failure to deliver is solely due to the fault of the **TBWP**.

Prior to making a claim under performance security, **SMWD** shall in every case notify the **TBWP** in writing, stating the nature and duration of the default in respect of which the claim is to be made. The **TBWP** is then give 30 days to respond and propose measures to rectify the failure. Such proposal from the **TBWP** is then subject to the comments and approval of **SMWD**.

14.0 PROJECT RESTRICTION

The **TBWP** shall not be allowed to sell water to any other person or entity within the territorial jurisdiction of **SMWD** without the latter's written permission or consent. If permitted, an assessment fee of Php 1.00 per cu.m. of water sold to any other person or entity shall be paid by the **TBWP** to **SMWD**.

15.0 BIDDING RULES

15.1 Republic Act 9184

16.0 BASIS OF AWARD

16.1 Republic Act 9184

17.0 TECHNICAL SPECIFICATIONS

17.1 Preliminary Survey and Investigation

- (a) **Assessment of Raw Water Source and Characteristics** – SMWD has initially identified San Jose – Santa Maria River to be the river source. TBWP shall be responsible in securing the required permits and water allocation of 10,000 CMD from the NWRB and other private and/or government institutions and offices.

The raw water characteristics are shown below:

- pH : 7.3 – 8.5
- Turbidity: 50 NTU ave. 1000 NTU max
- Hardness: 100mg/l ave., 130mg/l max
- Alkalinity: 100mg/l ave., 130mg/l max
- Manganese: 0.05mg/l ave., 0.30mg/l max
- Total Iron: 0.4mg/l ave., 1.00 mg/l max
- Color: 30 mg/l ave., 100 mg/l max
- TDS : 50 mg/l ave., 200 mg/l max
- Pesticides: Not Detected
- Heavy Metals: Not Detected
- Feed Inlet pressure: 2 bars/20.4 meter (net)
- The TBWP shall assess and validate the physical and chemical analysis provided by SMWD.

17.2 Water Treatment Plant

- (a) **Water Treatment Plant**

The Water Treatment Plant shall be designed to produce treated water conforming to the quality herein specified for product water.

Parameters	Product Water
pH	6.5 – 8.5
Color	≤ 5 TCU
Turbidity	≤ 5 NTU
Hardness	≤ 300 mg/l
TDS	≤ 500 mg/l
Sulfate	≤ 250 mg/l
Arsenic	≤ 0.01 mg/l
Cadmium	≤ 0.003mg/l
Lead	≤ 0.01 mg/l
Nitrate	≤ 50 mg/l
Iron	≤ 0.30 mg/l
Manganese	≤ 0.20 mg/l
Chloride	≤ 250 mg/l
Benzene	≤ 0.01 mg/l
Total coliform	<1.1 MPN/ 100 ml
Fecal coliform	<1.1 MPN/ 100 ml
Heteroropic Plate Count	< 500 CFI/ml

It shall have the following basic components:

1. Raw water pump with Inlet Intake/Feed line assembly for the WTP
2. Process tanks where coagulation/flocculation occurs, clarification tanks and clear water tanks.
3. Automatic Pressure Filters with automatic backwash system including feed pumps, pipelines, pipe appurtenances
4. Chemical dosing station
5. Two (2) unit Sludge Separation Lagoon with supernatant recovery system
6. Electrical and control room.
7. Chemical farm to include but not limited to the following: chemical dosing stations, chemical storage room, dosing tank, dosing pump, appurtenances and delivery lines.
8. Filter feed pumps and other incidental work necessary to complete the project.
9. Perimeter fence with steel gate including perimeter / plant complex lighting
10. Plant drainage system
11. Plant road works / side development

The design concept required by **SMWD** is the use of Pulsator-Type Clarifier System with Pressurized Multi-Media Filtration System. The said Pulsator-Type Clarifier should be constructed out of concrete to ensure durability and lifespan of the structure. There should be no moving parts in the water and the pulsation units should not be based on actuated valves and/or vacuum pumps for optimum efficiency and ease of operation. Sand/grit and sludge removal process should be carried out without the use of any moving parts such as scrapers for ease of maintenance. Chemical dosing system should be automatic and proportional to the raw water flow rate and quality by means of a programmable logic controller.

The Contractor shall take into account that the design of the treatment plant shall be 10,000 cu.m. per day at 22-hour design (approximately 454.5 cu.m per hour flow rate allotting a 2-hour period for miscellaneous maintenance and treatment plant services if needed). The clarifier shall at any given time be fully-automated in operation from the inlet feed line until the interconnection point (with an option for semi-automatic and manual operation). The operation of the facility must be centralized and can be monitored or controlled thru an automatic system where all data pertaining to the treatment process shall be stored locally in a computerized system (flow rate, turbidity, chemical dosing, filtration system, pressures, free chlorine, etc.). All appurtenant piping, housing and other incidental services required for full operation of the project shall be considered and provided by the **TBWP**.

The recovered volume (treated water) shall not be less than 97% of the raw water; threshold for wastage shall not exceed 3%. The design shall be free from any discernable odor and noise louder than 55 decibels at the site boundary. Such design shall prevent the plant from total plant shutdown when undergoing repair or maintenance works.

TBWP must have completed a similar Water Treatment Plant project with at least 10,000 CMD capacity. Similar project for this scope shall be defined as a River Water Treatment Plant using Pulsator-Type Clarifier. The Pulsator-Type Clarifier System should be based on a concrete structure, there should be no moving parts in the water and the pulsation units should not be based on actuated valves and/or vacuum pumps.

The contractor shall provide the Technology Provider's Authority or Certificate of Distributorship to ensure that the proposed design and technology came directly from the Technology Provider and would benefit from the Technology Provider's technical support specially for after-sales services. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.

(b) Electro-Mechanical Systems and Controls

The Contractor shall design all electro-mechanical works as may have deemed necessary in conformity with governing laws and relevant codes, laws and ordinances.

The WTP shall be designed with a fully automated system as default at all times with an option to switch into manually- operated control system for all equipment installed from feed water inlet pipe, dosing of chemicals, online reading and data logging, pressurized multi-media filtration and backwash system, whether the operation scheme is in part or in full. When fully automated, it shall have an option for manual operation if desired. It shall also be equipped with an online local monitoring and recording system of various major process parameter such as: turbidity, residual chlorine, in-flow and outflow of water. Such system shall be linked to the chemical dosing system to ensure accurate chemical feeding and water quality. It shall also be provided with appropriate electromagnetic flow metering devices with data logger and totalizer for inflow and outflow measurements.

It shall be included in the scope of the **TBWP** to provide a centralized control center; where all the operations and monitoring of the plant can be controlled at any given time. A centralized programming shall be required to accommodate all but not limited to the aforementioned data, and can be stored or extracted from the proposed centralized control center.

Other necessary electro-mechanical requirements for the full operation of the water treatment plant shall be provided by the **TBWP**.

(c.) Pumps and Motors.

- a. The pumps and motors should come from the same manufacturer to ensure performance efficiency and compatibility.

The contractor shall provide Manufacturer's Authority or Certificate of Distributorship to ensure that the pumps and motors proposed came directly from the same manufacturer. This will ensure that the contractor will benefit from the Manufacturer's technical support specially for after-sales services. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.

- b. The intake pumps and motors shall be submersible in nature with casted bowls and impellers, must have a built-in corrosion protection device to protect the electric pump and motor from electrochemical corrosion and galvanic currents, passivating the steel so as to create a further safety barrier against corrosion.

The booster pumps and motors shall be horizontally installed, submersible in nature with casted bowls and impellers inside a protective metal shroud, must have a built-in corrosion protection device to protect the electric pump and motor from electrochemical corrosion and galvanic currents, passivating the steel so as to create a further safety barrier against corrosion. This allows the booster pumps and motors to operate safely even on flooded conditions.

The bidder shall submit the Manufacturer's Standard Brochure indicating the Built-in Corrosion Protection System as a standard feature.

- c. The motor shall be of squirrel cage, submersible induction type, encapsulated and rewindable type. The motor shall be designed for continuous duty operation and shall have a minimum service factor of 1.15. the motor shall be water filled and should incorporate a mechanical seal to restrict foreign matter from entering the motor. The thrust bearings shall be of ample capacity to carry the weight of all rotating parts plus the hydraulic thrust and shall be an integral part of the driver. It shall be equipped with expansion diaphragm to compensate for filing water expansion/contraction due to temperature changes. It shall be fitted with a permanent non-corrosive nameplate on which all standard motor data shall be stamped or engraved in English/Metric.
- d. Manufacturer should have proven track record on the fabrication and manufacturing of Pumps and Motors for a minimum period of 25 years. The Manufacturer should likewise follow Quality Management Assurance procedure audited by a reputable third party institution such as ISO and other International organization on the place of manufacturer.

The bidder shall provide manufacturer's Certificate of Registration to Quality Management System – ISO 9001:2015 to ensure compliance. Such document should be authenticated by Philippine Consul or the Office of the Local Chamber of Commerce within the manufacturer's country of origin.

17.3 General Standards and Specifications

The design and specifications shall conform to, but shall not be limited to, the following standards set by the:

- (a) Philippine National Standards for Drinking Water (PNSDW), latest edition
- (b) National Building Code of the Philippines (NBCP), latest edition
- (c) National Structural Code of the Philippines (NSCP), latest edition
- (d) Fire Code of the Philippines
- (e) Uniform Building Code
- (f) Electrical Code of the Philippines
- (g) Mechanical Code of the Philippines
- (h) Revised National Plumbing Code of the Philippines
- (i) Code on Sanitation of the Philippines
- (j) Applicable Local Regulations and Ordinances

18.0 FORCE MAJEURE EVENT

18.1 Force Majeure Event

A “Force Majeure” or “Force Majeure Event” refers to an event or a circumstance which cannot be foreseen, or even though foreseen is beyond the reasonable control of a Party, or is unavoidable despite the exercise of due diligence, the cause of which event is not due to the fault of a Party, and which wholly or partially prevents or delays such Party from performing and fulfilling its obligations under this Agreement. Except when otherwise expressly provided by Legal Requirement or stated in this Agreement, no failure or omission to carry out or observe any of the terms, provisions or conditions of this Agreement shall give rise to any claim by any party against another party to be in breach or default of this Agreement, if the same shall be caused by or arise directly out of Force Majeure. Force Majeure shall in no event include any pre-existing condition in the site of the Project.

18.2 Causes of Force Majeure Events

Causes of Force Majeure Events may include without limitation the following: any war, declared or not; armed hostilities; blockade; embargo; revolution; insurrection; riot; public disorder, political violence or acts of sabotage or terrorism; export or import restrictions; closing of harbors, docks, canals or other assistance to or adjuncts of shipping or navigation of or within any place; rationing or allocation, whether imposed by law, decree or regulation by, or by compliance of industry at the insistence of any Government Authority; fire; drought, severe flood; earthquake; volcanic eruption; storm; lighting; tide (other than normal tide); storm surge; air crash; discovery of any archeological finds on the site and such other sites; land rights and right of way used for the Project, whether pre-dating this Agreement or otherwise; discover of any hazardous materials on the site, whether pre-dating this Agreement or otherwise; unexploded ordinance; nuclear contamination; epidemic; quarantine; or, any instance analogous to the foregoing, or any event, matter or thing wherever occurring.

Notwithstanding the foregoing, the occurrence of any Force Majeure Event shall not release and Party from any of its monetary obligations which have accrued prior to the occurrence of such Force Majeure Event.

18.3 Burden of Proof

The burden of proof for a Force Majeure Event and its effect on the performance of obligations under this Agreement lies with the Party that issued the notice of Force Majeure.

18.4 Notification of Force Majeure Event

The Party invoking a Force Majeure Event shall, upon knowledge of such event, and in any case within two (2) days from the time it is practicable for such Party to service notice to the other Party, shall immediately notify the other Party of the occurrence of cessation of the Force Majeure Event and the extent to which such Force Majeure Event affects the notifying Party's obligations under this Agreement.

18.5 Obligation of Each Party in Force Majeure Event

If a Force Majeure Event or a direct consequence thereof, prevents or delays a Party from performing its obligations hereunder or, in the opinion of such Party, adversely affects any of its rights or benefits under this Agreement, such Party shall be responsible for taking such actions and precautions as may be reasonably necessary to mitigate the adverse effect of the Force Majeure Event, acting in accordance with Prudent Industry Practice. To the extent the Force Majeure Event and the adverse effects thereof cannot be so mitigated, the Party invoking a Force Majeure Event shall be excused from performance of those obligations that are directly affected by the Force Majeure Event, in accordance with this Agreement. The Parties shall consult with each other and take all reasonable steps to minimize the losses of either Party resulting from a Force Majeure Event. The Parties shall continue performance, with all due diligence, of all obligations not affected by Force Majeure.

18.6 Effect of a Force Majeure Event

- (a) If a Force Majeure Events occurs that affects the TBWP's obligations, the monthly Charge payable by the Water District shall be reduced accordingly to correspond to the actual quantity of treated bulk water supplied, made available and delivered by the TBWP for the pertinent month.
- (b) Notwithstanding the foregoing, the occurrence of any Force Majeure Event shall not release any Party from any of its monetary obligations that have accrued prior to the occurrence of such Force Majeure Event.
- (c) Upon the occurrence of any Force Majeure Event, the Party affected shall continue to be responsible for performing such of its obligations as are still

possible to be performed, whether wholly or partially. Irrespective of the occurrence of a Force Majeure Event, the TBWP shall exercise ordinary diligence to ensure the safety of the Facilities.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

