



# ALAMINOS CITY WATER DISTRICT

P. Reinoso St., Brgy. Poblacion, Alaminos City, Pangasinan 2404

## PHILIPPINE BIDDING DOCUMENTS

**TITLE: PROCUREMENT OF BULK WATER FOR  
ALAMINOS CITY WATER DISTRICT (RE-BID)**

**ABC : PHP 48,180,000.00**

**ITB No.: PB-2022-06-G**  
March 24, 2022

**Sixth Edition**  
**July 2020**

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



## INVITATION TO BID FOR THE PROCUREMENT OF BULK WATER FOR ALAMINOS CITY WATER DISTRICT

1. The **Alaminos City Water District**, through the **Approved Corporate Budget** intends to apply the sum of **Forty-Eight Million One Hundred Eighty Thousand Pesos (Php48,180.00)** being the total project cost. Whereas, Four Million Fifteen Thousand Pesos (Php4,015,000.00), **equivalent to Ten Pesos (Php10.00) per cubic meter**, was allocated in the approved ACWD Corporate Budget 2022. Similar amount of ABC will be budgeted in the next five (5) years, with an additional 15% maximum increase should the supplier request for rate increase not earlier than the fifth (5<sup>th</sup>) year, i.e. par. 10.2 of the terms of reference, until the contract termination on the twelfth (12<sup>th</sup>) year; being the ABC to payments under the contract for the **Procurement of Bulk Water for Alaminos City Water District (ITB No: PB-2022-06-G)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Alaminos City Water District** now invites bids for the above Procurement Project. Delivery of the Goods is required within **one hundred twenty (120) calendar days from receipt of Notice to Proceed (NTP) or Purchase Order (P.O.)**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Alaminos City Water District** and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00am-5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 24, 2022** from the given address and website(s) below and **upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (Php50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **to be presented in person**.

6. The **Alaminos City Water District** will hold a Pre-Bid Conference<sup>1</sup> on **April 1, 2022, 1:30PM** at **ACWD Training Room, Pogo, Alaminos City** and/or through video conferencing or webcasting via **Google Meet (Please click this link or copy in your browser to join: <https://meet.google.com/ttd-qrax-xfx>)**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **April 13, 2022, 1:30PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **April 13, 2022, 1:31PM** at the given address below and/or via **Google Meet (Please click this link or copy in your browser to join: <https://meet.google.com/ttd-qrax-xfx>)**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Alaminos City Water District** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
**RUTH LEAH C. CASANA**  
BAC Secretariat  
Alaminos City Water District  
P. Reinoso St., Poblacion, Alaminos City, Pangasinan  
[bac.acwd@yahoo.com](mailto:bac.acwd@yahoo.com)  
Tel. No.: 075.205.8036  
Mobile: 0917.856.4992  
[www.acwd.gov.ph](http://www.acwd.gov.ph)
12. You may visit the following websites:  
  
For downloading of Bidding Documents: [www.acwd.gov.ph](http://www.acwd.gov.ph) or [philgeps.gov.ph](http://philgeps.gov.ph)

*Date of Issue: 03.24.2022*

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*(Sgd) ADORA E. BRAVO*  
*BAC Chairperson*

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



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

## 1. Scope of Bid

The Procuring Entity, *Alaminos City Water District* wishes to receive Bids for the **Procurement of Bulk Water for Alaminos City Water District**, with identification number **PB-2022-04-G**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Approved ACWD Corporate Budget** in the amount of **Forty-Eight Million One Hundred Eighty Thousand Pesos (Php48,180.00) being the total project cost**. Whereas, Four Million Fifteen Thousand Pesos (Php4,015,000.00), **equivalent to Ten Pesos (Php10.00) per cubic meter**, was allocated in the approved ACWD Corporate Budget 2022. Similar amount of ABC will be budgeted in the next five (5) years, with an additional 15% maximum increase should the supplier request for rate increase not earlier than the fifth (5<sup>th</sup>) year, i.e. par. 10.2 of the terms of reference, until the contract termination on the twelfth (12<sup>th</sup>) year.

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *[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:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the ACWD Pogo Office, Pogo, Alaminos City and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **July 12, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
**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**

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

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



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Supply and delivery of <b>design, construction, erection, installation, or operation and maintenance water plants.</b></li> <li>b. The <b>Bulk Water Provider</b> must have directly or indirectly engaged in related water utility business or supply bulk water to water utilities in the last five (5) years.</li> <li>c. The <b>BWPr</b> or any of its partners or stakeholders must have directly or indirectly engaged in the design, construction, erection, installation, or operation and maintenance water plants utilizing a technology that is proven to be effective as supported by a certificate of final acceptance issued by its users or recipients.</li> <li>d. 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 2MLD portable water.</li> </ol> <p><b>NOTE: SEE PAR. 12 OF THE TERMS OF REFERENCE FOR THE COMPLETE DETAILS</b></p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <b>Alaminos City Water District, Pogo, Alaminos City</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than two (2) percent (2%) of the ABC or equivalent to <b>Nine Hundred Sixty-Three Thousand Six Hundred Pesos (Php963,600.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five (5) percent (5%) of the ABC or equivalent to <b>Two Million Four Hundred Nine Thousand Pesos (Php2,409,000.00)</b>, if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit <i>ONE (1)</i> Mother Envelope Containing Three (3) Envelopes, which are as follows:</p> <p><b>Envelope No.1-</b> "Original" Documents: with Two (2) Sub envelopes for the ff:</p> <ol style="list-style-type: none"> <li>a. Technical (including eligibility documents)</li> <li>b. Financial Documents</li> </ol> <p><b>Envelope No.2-</b> "Copy 1" : with Two (2) Sub envelopes for the ff:</p> <ol style="list-style-type: none"> <li>a. Technical (including eligibility documents)</li> </ol>

	<p>b. Financial Documents</p> <p><b>Envelope No.3- “Copy 2” : with Two (2) Sub envelopes for the ff:</b></p> <p>a. Technical (including eligibility documents)</p> <p>b. Financial Documents</p> <p><b>“All envelopes must be sealed and properly labeled</b></p> <p><b><u>Provide table of contents and each bid documents must be properly labelled with page tabs.</u></b></p>
19.3	<b>The Project will be awarded as one (1) lot.</b>
20.2	<i>N/A.</i>
21.2	<b>Additional Contract Documents: Please refer to Terms of Reference for additional contract documents – permits and license requirements</b>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <b>in Alaminos City Water District, Pogo, Alaminos City, Pangasinan</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are <b>Engr. Maricel S. Adrejilo and Mr. Louwallien G. Valencia</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>c. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p>

- 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.

**Packaging –**

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight



	<p>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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: N/A

## *Section VI. Schedule of Requirements*

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/Months
1.	<p><b>Bulk Water Supply</b></p> <p>Minimum delivery of 1,000 cu.m. but not more than 1,100 cu.m. per day of Bulk Water to <b>ACWD</b> Transmission Line at the designated <b>Interconnection Point (IP)</b>, to be distributed within 24 hours without interruption.</p>	<p>1,000 cu.m. but not more than 1,100 cu.m. per day</p>		<p>120 calendar days from receipt of P.O.</p> <p><b>NOTES:</b></p> <p><b>1. PENALTIES/ LIQUIDATED DAMAGES WILL BE IMPOSED FOR DELAYED DELIVERIES RELATIVE TO RA 9184 GUIDELINES.</b></p>

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

# Technical Specifications

Item	Specification	Statement of Compliance
1.	<p><b>Bulk Water Supply</b></p> <p>Minimum delivery of 1,000 cu.m. but not more than 1,100 cu.m. per day of Bulk Water to <b>ACWD</b> Transmission Line at the designated <b>Interconnection Point (IP)</b>, to be distributed within 24 hours without interruption.</p> <ul style="list-style-type: none"> <li>- Compliant with PNSDW standards</li> <li>- SEE TERMS OF REFERENCE IN THE NEXT PAGE FOR THE COMPLETE DETAILS</li> </ul>	

# TERMS OF REFERENCE

## ALAMINOS CITY WATER DISTRICT BULK WATER PROJECT

### 1.0 PROJECT TITLE

1.1 The Project shall be known as the **Bulk Water Supply Project (BWSP)** for the **Alaminos City Water District (ACWD)**

### 2.0 PROJECT NAME

2.1 The Project involves the Design, Supply, Construction, Operation, Maintenance and Management of a **Bulk Water Plant (BWP)** with a minimum production capacity of 2,000 cu.m per day with a minimum over-production capacity of Ten Percent (10%) which shall be delivered to **ACWD** Transmission Line at the lowest possible cost for the period of Twelve (12) years. Upon the end of the twelve year period, ownership of the bulk water plant will vest automatically with the **ACWD**.

### 3.0 PROJECT COMPONENT AND SCOPE OF WORKS

3.1 Design, Finance, Supply, Construction, Operation, Maintenance and Management of a **Bulk Water Plant (BWP)** that will extract, and process the raw water from a pre-designated area and supply to **ACWD** for a period of Twelve (12) years.

3.2 Interconnection with the **ACWD** transmission line shall be for the account of and shall be constructed adjacent to the **BWP**.

3.3 Operation, maintenance and management of all relevant facilities and interconnection over a Twelve (12) years supply contract period.

3.4 The **Bulk Water Proponent (BWPr)** shall meet the requirements specified in the Technical Specifications.

3.5 Financing of all relevant infrastructures, facilities and components.

### 4.0 PROJECT TERMS AND CONDITIONS

4.1 Minimum delivery of 1,000 cu.m. but not more than 1,100 cu.m. per day of Bulk Water to **ACWD** Transmission Line at the designated **Interconnection Point (IP)**, to be distributed within 24 hours without interruption. Flushing of water in cases but not limited to power interruption or shutdown of the production plant shall not be included in the flowmeter reading.

4.2 The **Interconnection Point (IP)** shall be constructed adjacent to the **BWP**.

4.3 The **BWP** shall meet the Philippine National Standards for Drinking Water of 2017.

4.4 The location of the **BWP** should be within the jurisdiction of the Alaminos City Water District.

4.4.1 Lot requirement: **Not less than 300 sq.m.**

4.4.2 Lot Acquisition: The acquisition in putting up the **BWP** shall be the responsibility of the **BWPr**, including right of way acquisition of such lot needed for the project.

4.5 The **BWP** together with **ACWD** shall determine the total delivered water volume on a monthly basis. Authorized representatives from **BWP** and **ACWD** shall conduct a joint meter reading every end of the month for this purpose.

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

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

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

**LD per month = (1,000 x No. of days) – Total Volume Delivered) x (price/cu.m) x (10%)**

4.8 The **BWP** shall maintain a minimum line pressure from 30 psi at the **IP**.

- 4.9 The **BWP** shall deliver a sustainable and reliable treated water supply to **ACWD** for the entire duration of the contract.
- 4.10 The **BWP** shall regularly monitor the water quality, quantity and pressure monitoring reports shall be provided regularly to **ACWD** 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 **BWPr**. 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 **BWPr**. Cease and desist order or any similar interruption in the operation due to the **BWPr's** non-compliance of permit and/or licenses shall make the **BWPr** liable for penalties. Here **ACWD** shall fully support and help the **BWPr** to acquire the required permits and licenses.
- 4.12 Additional volume: **ACWD** may, by giving thirty (30) days prior written notice to the **BWPr**, request that additional volume of Bulk Water over the minimum volume be made available and delivered by the **BWPr** for each day of the specified Billing Month or Billing Months. As long as the required Total Daily Volume does not exceed the Design Capacity of 2 MLD.

In such cases where the required Total Daily Volume exceeds 2 MLD, the BWP and ACWD 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 **BWPr** 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 **BWPr** shall be operational and ready to deliver the required quality and quantity of treated water to **ACWD** within one hundred (120) 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 Twelve (12) years.

## 8.0 PRODUCTION CAPACITY REQUIREMENTS

8.1 This project requires the **BWP** to have a minimum production capacity of 2,000 cubic meters per day.

8.2 The total volume of potable water delivered by the **BWPr** shall be measured by an electromagnetic type flow meter and must also have a built-in data logger. The said flow meter shall be provided, owned installed and maintained by the **BWPr**. Such facility shall also be constructed with a bypass with complete ancillaries that will serve as redundancy.

8.3 **ACWD** shall test the accuracy of the **flow meter** 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 **BWPr** and **ACWD** 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 **BWPr** shall utilize a double lock (one (1) lock for **ACWD** and one (1) lock for the **BWPr**) to be supplied and installed by the **BWPr**.

8.5 The **BWPr** shall bill **ACWD** based on the total monthly volume registered in the electromagnetic flow meter is acknowledged and certified correct by an authorized **ACWD** representative, if either party suspects that there is a defect in the meter, a joint investigation by both parties shall be conducted. If both **ACWD** and **BWPr** 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 **ACWD** as it may deem necessary. The **BWPr** shall provide a pre-calibrated spare unit for **BWP** 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 **BWPr**.
- 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 **BWP** shall ensure continuous water supply even during power interruptions. Thus, **BWPr** shall provide the required back-up power to adequately run the **BWP**.

## 9.0 WATER QUALITY

9.1 The **BWP** shall supply **ACWD** 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 **BWP** shall give **ACWD** the right to unilaterally refuse acceptance of the minimum volume of water. Further, failure to comply with the abovementioned standard may entitle **ACWD** to impose penalty/ies and/or discounts on the cost of the Bulk Water Supply to be agreed by both parties.

9.2 The **BWPr** shall, at its own cost and expense, engage the services of an independent laboratory acceptable to **ACWD** 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 **ACWD** for monitoring of the **BWP'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 **ACWD** reserves the right to demand from the **BWPr** 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 **BWP** would not accord with **ACWD** findings, an immediate split sampling & testing with another recognized independent laboratory accredited by DOH with the acceptable and approval of **ACWD** shall be sought by the **BWPr** to resolve the questionable water quality issue. This water sample and result shall prevail where the **BWPr** and **ACWD** 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, **ACWD** reserves the right to refuse the delivery of water supply and may impose penalty to the **BWPr**.

In such case, **ACWD** may likewise close the valve at the injection point after 48 hours of formal notice to the **BWPr**. 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 **ACWD** at a maximum price of Php10.00 during the entire duration of the contract.

10.2 The Bulk Water Price may request the adjustment of the water rate not earlier than the fifth year of the contract period, but not to exceed 15% of the existing rate. The new and adjusted water rate shall be recommended and substantiated by the **BWPr** and duly approved by **ACWD**. Such water rate shall be effective within 15 days upon **ACWD** approval.

## **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 **ACWD**.

## 12.0 ELIGIBILITY REQUIREMENTS

### 12.1 BWPr's Experience

- The **BWPr** 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 **BWPr** or any of its partners or stakeholders must have directly or indirectly engaged in the design, construction, erection, installation, or operation and maintenance water 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 2MLD portable water.

### 12.2 Company Profile and Organization

- SEC Registration/DTI Certificate 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 BWP and supply of bulk water to **ACWD**.
- 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 ten percent (10%) of the Estimated Project Cost of Four Million Eight Hundred Eighteen Thousand Pesos (Php 4,818,000.00).

- In the alternative to the foregoing, the BWPr 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 **Forty-Eight Million One Hundred Eighty Thousand Pesos (Php 48,180,000.00)**.

#### 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 five (5) years.

### 13.0 PERFORMANCE SECURITY

13.1 To guarantee the faithful performance of this contract, the BWPr 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 1,000 cu.m. per day x 365 days.

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

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 **BWPr** within one (1) month prior to its expiration. After such renewal, original copy of the policy should be submitted immediately to **ACWD**.

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

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

#### **14.0 PROJECT RESTRICTION**

The **BWPr** shall not be allowed to sell water to any other person or entity within the territorial jurisdiction of **ACWD**.

#### **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** – ACWD has initially identified Barangay Pocal-Pocal, Alaminos City, Pangasinan, as a possible site for the bulk water project. BWPr shall be responsible in securing the required permits and water allocation of 1,000 CMD from the NWRB and other private and/or government institutions and offices.

(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 BWP 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.

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

(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.

- c. 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.

**(d) Riser/Column Pipes and Well Casing.**

Riser pipes and well casing to be installed must be made of uPVC.

## **17.2 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; lightning; 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***

# 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.

