

## PURCHASE ORDER

<b>Supplier:</b>	<b>FLORENCIO F. PADERNAL</b>	<b>P.O. No.</b>	<b>19-049</b>
<b>Address:</b>	4F, TMP Corporate Center, 20 Scout Santiago Corner Scout Castor, Quezon City	<b>Date:</b>	<b>June 14, 2019</b>
<b>TIN:</b>	139-263-958-000	<b>Mode of Procurement:</b>	<b>Negotiated Procurement - Highly Technical Consultant</b>
<b>Phone No.:</b>	918-2162		
<b>E-mail:</b>	<a href="mailto:rencie@gmail.com">rencie@gmail.com</a>		

### Gentlemen:

Please furnish this Office the following goods/services subject to the terms and conditions contained herein. This Purchase Order (P.O.) will also serve as your Notice of Award and Notice to Proceed, upon acceptance/receipt and signing of this P.O.

<b>Place of Delivery:</b>	<b>MWSS Regulatory Office Katipunan Road, Balara, Q.C.</b>	<b>Delivery Term:</b>	<i>Submission of Deliverables as per Terms of Reference</i>		
<b>Date of Delivery:</b>		<b>Payment:</b>	<b>Term</b> Check	<b>Mode</b> Check	
<b>Stock No.</b>	<b>Unit</b>	<b>Description/s</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Amount</b>
	lot	Consultancy Services for the Proposed Calawis/ Wawa/ Tayabasin Raw Water Source, Water Treatment Plant and Conveyance Facility  (Terms of Reference is an Integral part of this document)	1	1,000,000.00	1,000,000.00
<b>Total Amount in words:</b>		<i>One Million pesos</i>	<b>TOTAL</b>	<b>Php 1,000,000.00</b>	

In case of failure to make delivery within time specified above, a penalty of one-tenth (1/10) of one percent for everyday of delay shall be imposed.

<b>CONFORME:</b>	<b>APPROVED:</b>
Signature Over Printed Name of Supplier	<i>Patrick Lester N. Ty</i> <b>PATRICK LESTER N. TY</b> Chief Regulator
Date:	
<b>FUNDS AVAILABLE:</b>	Amount of ABC:
<i>JORIEL M. DAGSA</i> Chief Corporate Accountant	<b>1,000,000.00</b>

*VERVINE*  
**JUN 27 8 2019**  
10:24 AM



## **TERMS AND CONDITIONS:**

1. ALL PRICES QUOTED HEREIN ARE VALID, BINDING AND EFFECTIVE AT LEAST WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF QUOTATION.
2. AWARDEE shall be responsible for the source(s) of his supplies/materials/equipment shall make deliveries in accordance with schedule, quality and specifications of the award and purchase order. Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and purchase order issued to that AWARDEE and for re-awarding the item(s) to the ALTERNATE AWARDEE.
3. AWARDEE shall pick up purchase order(s) issued in his favor within three (3) days after receipt of notice to that effect. A telephone call or fax transmission shall constitute an official notice to the AWARDEE. Thereafter, if the purchase order(s) remain unclaimed, the said purchase order(s) shall be sent by messengerial service to the AWARDEE at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
4. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase order but fails to deliver the required product(s) within the time called for in the same order, he shall be extended a minimum fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter if AWARDEE has not completed delivery within the extended period, the subject purchase order shall be cancelled and the award for the undelivered balance withdrawn from that AWARDEE. The procurement service shall then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal by the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA-9184 and its IRR-A.
5. All deliveries by suppliers shall be subject to inspection and acceptance by the MWSS Regulatory Office. All necessary laboratory tests undertaken by the MWSS Regulatory Office on the item(s) shall be for the account of the supplier.
6. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 4 hereof.
7. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the MWSS Regulatory Office within three (3) months after acceptance of the same, shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
8. A penalty of one-tenth of one percent (0.001) of the total value of the product(s)/good(s) purchased shall be deducted for each day of delay in the delivery of the product(s)/good(s) ordered.
9. All duties, excise and other taxes and revenue charges, if any, shall be for the supplier's account.
10. As a pre-condition to payment, IMPORTATION DOCUMENTS specifically showing the condition and serial numbers of the imported equipment purchased should be submitted by the supplier to the MWSS Regulatory Office.
11. All transactions are subject to withholding of creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93
12. Submission of Mayor's/Business Permit and PHILGEPSRegistration upon submission of Quotation.



**TERMS OF REFERENCE**  
**FOR THE**  
**EVALUATION OF THE FEASIBILITY STUDY OF CALAWIS/WAWA**  
**WATER TREATMENT PLANT AND CONVEYANCE FACILITY**

**1. INTRODUCTION**

The Metropolitan Waterworks and Sewerage System (MWSS) Corporate Office (CO) is continuously searching for viable water sources to supply water for Metro Manila, the Province of Rizal, and Imus, Bacoor, Kawit, Noveleta and Cavite City, of the Province of Cavite.

The water source issue was highlighted in the recent water shortage experienced in the Service Area covered by Manila Water Company, Inc. (MWCI). The problem, although it did not affect the entire Service Area, was widespread and significant enough such that media brought it to national attention. Inquiries from the two (2) houses of Congress made manifest the need for additional and/or stand-by sources of raw water. Thus, there is an urgent need for the development of raw water source envisioned by the project under study.

To address its water demand, MWCI, in arrangements reached with third parties, submitted a project proposal to construct and operate a multi-component water treatment plant that will produce 518 MLD upon completion (518 MLD WTP). A significant component thereof is the 80 MLD Tayabasan Calawis Multi Basin System targeted to be finished by 2021. Thus, the 518 MLD WTP will be using the Tayabasan-Wawa system of rivers in Rizal as the water source with the facilities located in the vicinity of Calawis, Antipolo City. However, the impounding dam(s) or reservoir(s) as may be needed will be constructed and operated by a third party who will then be under contract to deliver the required raw water. The raw water from the third party provider will be the input for treatment into the 518 WTP.

Inasmuch as the proposal is subject to factors not entirely within the direct control and/or supervision of either MWSS and/or MWCI; in order to be properly advised on technical and other allied concerns, the Regulatory Office envisions to engage the services of an experienced consultant who is already knowledgeable with the operations of MWSS and its Concessionaires to assist in the evaluation of the said project proposal.

RO seeks the expert advice of a consultant on the viability of the project proposal, as well as consider other possible options and/or back-up plans just in case, taking

into account the long duration to realize the full operation of the projected facilities and consequently problems arising out of or connection with rate of return issues. Another significant factor under consideration is the possible effect of the cost recovery period of the dam which will go beyond the term of the present Concession Agreement as extended.

Different natural and juridical persons, or combinations thereof, are involved one way or another. The following is only a partial list as far as we have gathered to date: Ayala Group's MWCI; Enrique K. Razon Jr.'s Prime Metroline Infrastructure Holdings, Inc. (Prime Infra); and the Violago Group. The consultant is also expected to deal with government agencies and/or instrumentalities which will affect the entire project.

## **2. OBJECTIVE**

The Consultant should provide RO with technical, financial, and other advice in relation to the 518 MLD WTP and/or its components. This may include alternatives and/or back-up plans after the assessment of its viability.

## **3. SCOPE OF CONSULTING SERVICES**

The Consultant is expected to perform the following:

- a. Develop a set of evaluation parameters to determine the viability and/or feasibility of the proposed project and/or its components
- b. Review the implementation schedule of activities of the project to be achievable
- c. Review cost assumptions of the total expenses including treatment and delivery cost for reasonableness (or efficiency and prudence)
- d. Render an expert's advice on the reasonableness of the water rate or additional tariff that is being proposed
- e. Review and render an expert's advice on the reasonableness of the proposed project vis-à-vis the other medium-term options proposed by the Concessionaire, considering the timing of delivery, long-term implementation of the project, CAPEX, OPEX, ownership of the assets upstream of the treatment plant, water rights and permit proprietary claims, among others
- f. Identify immediate and long-term risks of the proposed project, with recommendations of its management, alternatives, and/or mitigating measures
- g. Present to RO and/or the MWSS BOT, and if necessary, assist in the presentation to any other government agency and/or instrumentality, his findings and recommendations relative to the proposed project



- h. Render a written expert's advisory in answer to queries from the RO and/or the MWSS BOT, from time to time
- i. Attend meetings, conferences and/or render consultation time, as needed, from time to time
- j. Submit a written report on the overall assessment, findings and recommendations on the proposed project, with a complete set of written advisories as provided for in "h" above annexed as an integral part of the report

#### **4. EXPERTISE REQUIRED AND QUALIFICATIONS OF INDIVIDUAL CONSULTANT**

The Consultant should be familiar with the mandate and operations of MWSS and/or its Concessionaires, licensed to practice in the Philippines a profession that is generally recognized as pertaining or related to the water industry, must have at least fifteen (15) years of experience in water supply and/or resources technical studies, planning, development, and/or project implementation. The Consultant may engage other experts, as well as support staff, to assist him, for his account.

#### **5. DELIVERABLES AND TIMELINES**

The Inception Report should set out the Consultant's approach, including the articulation of the overall requirements of the consultancy, the proposed methodology, program of work, timelines, and staffing requirements. The accepted Inception Report, which will be the basis for payment, shall be the result of the successful negotiation of RO and the Consultant.

The Interim Report shall contain basically the substantial content of the Consultant's Report. It shall be commented on by RO, generally and specifically. The comments of RO shall be addressed by the Consultant and changes due thereto shall be reflected in the Draft Consultant's Report. A certificate of acceptance of the Interim Report shall be the basis for payment.

The Draft Consultant's Report shall be the clean accepted copy of the report before the same shall be reproduced and submitted as the Final Consultant's Report in the form and number of copies required. A certificate of acceptance of the Draft Consultant's Report shall be the basis for payment.

The written advisories as provided for in "3.h" above shall be submitted not later than three (3) calendar days upon request.

The Final Consultant's Report shall be the acceptable report in the form and number as required. A certificate of acceptance of the Consultant's Report shall be the basis for payment.

The following is the tentative schedule of submission, subject to the accepted Inception Report:

<u>REPORT</u>	<u>SUBMISSION DATE</u>
(i) Inception Report	Two (2) weeks after the issuance of the Notice to Proceed (NTP)
(ii) Interim Report	Two (2) months after acceptance of the Inception Report
(iii) Draft Consultant's Report	One (1) week after acceptance of the Interim Report
(iv) Final Consultant's Report	One (1) week after acceptance of the Draft Consultant's Report

## 6. COST OF CONSULTING SERVICE

A lump sum amount of **One Million Pesos (P1,000,000.00)**, Philippine currency, will be the cost of this consulting engagement, inclusive of all applicable taxes.

## 7. PAYMENT SCHEDULE

<u>SUBMITTED REPORT</u>	<u>PERCENTAGE OF TOTAL</u>
Inception Report	30%
Interim Report	15%
Draft Consultant's Report	45%
Final Consultant's Report	10%

## 8. REPORTING REQUIREMENT

The Consultant shall be periodically reporting to the Chief Regulator for progress updates on the engagement, direction, coordination and other related matters. If necessary, the Consultant may be required to attend meetings, conferences and/or render consultation time from time to time.

The Consultant's Report shall be submitted in digital and printed formats. The printed report shall be hard bound in five (5) copies. The digital format shall be submitted both in editable and non-editable versions.

## **9. LOGISTICS AND ADMINISTRATIVE SUPPORT FROM RO**

An adequate office space shall be provided by RO to the Consultant.

A coordinator shall be assigned by RO to assist the Consultant in communication/coordination matters.

RO will adhere to a period of one (1) week in reviewing reports submitted by the Consultant.

