

PHILIPPINE BIDDING DOCUMENTS

Analytical Services for Wastewater Effluent Monitoring Program

(EARLY PROCUREMENT ACTIVITY)

RO-PG2024-004-EPA

Government of the Republic of the Philippines

November 2023

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.

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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

Notes on the Invitation to Bid

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

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

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

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

INVITATION TO BID FOR PROCUREMENT OF ANALYTICAL SERVICES FOR WASTEWATER EFFLUENT MONITORING PROGRAM

1. The Metropolitan Waterworks and Sewerage System Regulatory Office (MWSS RO), through the National Expenditure Program FY 2024 intends to apply the sum of *Six Million Nine Hundred Ninety Thousand Three Hundred Ninety Pesos (Php 6,990,390.00)* being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The MWSS RO now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. *Delivery of the required services shall be one (1) year from the issuance of the Notice to Proceed.* 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 IRR of 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 MWSS RO and inspect the Bidding Documents at the address given below during weekday from 8:00 am to 5:00pm. For purposes of compliance with quarantine and social distancing protocols, interested bidders intending to inspect or purchase bidding document are advised to first set an appointment with MWSS RO through bac@ro.mwss.gov.ph before proceeding to the MWSS RO premises.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **14 November 2023** from the given address and website below and upon payment of the applicable fee for the Bidding Document, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5, 000.00) per set.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic funds transfer (EFT) or deposit at any Land Bank of the Philippines branch to the MWSS RO Current Account No. 1462-1011-78. Proof of payment shall be sent to Mr. Alan Chuegan, and the BAC Secretariat through the e-mail addresses alan.chuegan@ro.mwss.gov.ph, and bac@ro.mwss.gov.ph on or before the deadline of submission of bidding documents, subject to verification.
6. The MWSS RO will hold a Pre-Bid Conference on **23 November 2023, 1:30 PM** at MWSS RO Conference Room and through video conferencing or webcasting via a video conferencing, e.g. Google Meet, Zoom platform, 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 **11:30 AM of 5 December 2023**. 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 **5 December 2023 at 2:00 PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. In accordance with Appendix 31 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, prospective bidders are informed that this is a Procurement Project undertaken through Early Procurement Activity (EPA), and requests that Prospective Bidders be informed of the implications including, but not limited to, the following:
 - a. rules and procedure of EPA;
 - b. fixed price rule in procurement;
 - c. extension of the bid validity and security;
 - d. validity of the eligibility requirements prior to the award of contract;
 - e. conditions of award; and
 - f. date of earliest delivery.
11. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or\
 - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
12. The MWSS RO 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.
13. For further information, please refer to:

JORIEL M. DAGSA

*MWSS Regulatory Office Bids and Awards Committee
Katipunan Avenue, corner H. Ventura Street,
Barangay Pansol, Balara, Quezon City
E-mail address: bac@ro.mwss.gov.ph*

14. You may visit the following websites:

For downloading of Bidding Documents:

- a. MWSS RO at <https://ro.mwss.gov.ph>
- b. PhilGEPS website at <https://www.philgeps.gov.ph/>

Issued this 14th day of November 2023.

JORIEL M. DAGSA

*MWSS Regulatory Office Bids and Awards Committee
Katipunan Avenue, corner H. Ventura Street,
Barangay Pansol, Balara, Quezon City*

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **METROPOLITAN WATERWORKS AND SEWERAGE SYSTEM - REGULATORY OFFICE (MWSS RO)** wishes to receive Bids for the Procurement of Analytical Services for Wastewater Effluent Monitoring Program with identification number RO-PG2024-004-EPA.

The Procurement Project (referred to herein as “Project”) is composed of 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 FY 2024 in the amount of *Six Million Nine Hundred Ninety Thousand Three Hundred Ninety Pesos (Php 6,990,390.00)*.

2.2. The source of funding is:

a. National Expenditure Program.

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. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.3. 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 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) prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
 - a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

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

The MWSS RO would like to request submission of One (1) Scanned Copy of the first and second components of its Bid, stored in a USB flash drive and placed inside the sealed bid. Failure to comply with this request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as one project having one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Water and wastewater quality testing</i> b. completed within (5) years prior to the deadline for the submission and receipt of bids.
7.1	No subcontracting
12	<i>No further instructions.</i>
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 <u>Php139,807.8</u> <i>or 2% of ABC</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 <u>Php349,519.5</u> <i>or 5% of ABC</i> if bid security is in Surety Bond.
19.3	<i>No further instructions</i>
20.1	<ol style="list-style-type: none"> 1. Department of Environment & Natural Resources (DENR) certificate of recognition for water/wastewater quality testing; or 2. ISO 17025 accreditation certificate <p>For parameters not recognized by DENR or ISO 17025 the Bidder shall provide: (1) certified copy of the analytical method used that includes the applied QA/QC and the reference literature, (2) certified copy of the maintenance program for the particular equipment used, and if any, including certificate of calibration.</p>
21.1	<i>No further instructions</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – 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>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>MWSS RO Building Katipunan Avenue, corner H. Ventura Street, Barangay Pansol, Balara, Quezon City</p> <p>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.</p> <p>Transportation – 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</p>

	<p>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>
2.2	Request for Payment accompanied by a detailed cost breakdown of analyses performed and a final written test report shall be submitted to MWSS RO within fifteen (15) calendar days from the date of sample receipt.
4	<p>The inspections and tests that will be conducted are:</p> <p>At any time during the term of the contract, an unannounced Laboratory Audit may be conducted by the MWSS RO to ascertain reliability and accuracy of the result of analyses undertaken only on MWSS RO samples.</p>

Section VI. Schedule of Requirements

The sampling frequency expressed as monthly stipulates sampling schedule of the MWSS-RO on the respective parameters to be tested/analyzed.

Item	Substance & parameter subject to monitoring	Monthly Samples	Frequency	Total Samples
1	5 day Biochemical oxygen demand (BOD)	73	monthly	876
2	Anionic Surfactants, MBAS	73	monthly	876
3	Total suspended solids (TSS)	73	monthly	876
4	Oil and grease (O&G)	73	monthly	876
5	Total coliform and Fecal coliform (FC)	96	monthly	1,152
		96	monthly	1,152
6	Ammonia- nitrogen	73	monthly	876
7	Nitrate- Nitrogen	73	monthly	876
8	Phosphate as Phosphorus	73	monthly	876
9	pH	73	monthly	876
10	Contingency, 10%			

I/We hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder
of authorized representative

Signature over printed Name

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1	Terms of Reference (See attached Annex “A”)	
2	Analytical Request (see attached Annex “A”, under Appendix A)	
3	Prescribed Analytical Method (see attached Annex “A”, under Appendix B)	

I/We hereby certify to comply and deliver all the above requirements.

Name of
Company/Bidder

Signature over Printed
Name of Authorized
Representative

Date

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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Schedule of Requirements; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS) **supported with** Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative. In case of partnership or single proprietorship, the bidder shall submit Original Special Power of Attorney executed by the partners or single proprietor, whichever is applicable.
In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Annex-A

TERMS OF REFERENCE

1.0 BACKGROUND AND RATIONALE

Inadequate wastewater effluent treatment may result to detrimental environmental impacts, including depletion of dissolved oxygen, algal blooms, destruction of aquatic habitats, acute and/or chronic toxicity to aquatic life, and bioaccumulation of xenobiotic compounds in the food chain. These effects are economically, socially, and environmentally unsustainable and may influence the quality of human life particularly, the vulnerable group – elderly, children and pregnant women. In retrospect, women are more affected by the lack of wastewater treatment and responsible management than men as they are more in contact with domestic wastes, i.e. childcare and healthcare.

The DENR Administrative Order (DAO) describes a policy that protects, preserves and revives the quality of fresh, brackish, and marine waters. It sets a limit for relevant parameters that may directly and indirectly influence water quality. Hence, the Wastewater Effluent Monitoring Program aims to ensure the safety of wastewater discharged within the Concessionaire's coverage based on the requirements of the DAO. The program would require for the monthly sampling of treated wastewater at the wastewater treatment facilities.

2.0 PROJECT DESCRIPTION

The project is divided into two components: (a) wastewater sampling at the wastewater treatment facilities; and (b) wastewater analysis by a third-party laboratory.

Wastewater sampling involves the determination of wastewater treatment facilities based on the directive of Laguna Lake Development Authority and Department of Environment and Natural Resources. Subsequently, certified samplers collect samples from the wastewater treatment facilities based on a sampling schedule as described in the process manual of the WQCD. Samples are then forwarded to the third-party laboratory for analysis.

Wastewater Analysis by a third-party laboratory follows the technical requirements and specifications based on the contract awarded by MWSS RO.

3.0 OBJECTIVE

The main objective of the Wastewater Effluent Monitoring Program is to validate Concessionaires' performance by conducting a separate wastewater sampling to ensure that the wastewater effluents discharged by the Concessionaires complies with the applicable DAO. Whereby, the intent of the Contract is to procure wastewater effluent analytical services in accordance with this Technical Specifications.

4.0. QUALIFICATIONS OF THE CONTRACTOR

4.1. The **Contractor** must have at least the minimum valid and current certificate of ISO 17025 or Department of Environment and Natural Resources (DENR) Environmental Laboratory Recognition.

4.2. The **Contractor** is required to have its laboratory or sub-office located within Metro Manila area.

- 4.3. The **Contractor** must be able to handle the anticipated number of samples that will be submitted during the term of the Contract. A typical analytical request is described in **Appendix A**.

5.0 OBLIGATIONS OF THE CONTRACTOR

- 5.1. The **Contractor** shall provide analytical services per the specifications in this Technical Specifications.
- 5.2. The **Contractor** shall provide properly cleaned/prepared sample bottles or containers, chemicals or reagents, coolers, and other materials necessary in the proper handling of the samples from sampling points to the laboratory so that the integrity of the samples will be maintained from time of collection up to the time of receipt by the testing laboratory.
- 5.3. During the term of the Contract, the **Contractor** shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times.
- 5.4. The **Contractor** shall provide access to MWSS Regulatory Office (RO) and its authorized personnel to audit the laboratory to assure the accuracy and precision of laboratory results related to the work performed. Access shall be provided during normal business hours. Notice of audit is not required.
- 5.5. The **Contractor** shall perform all analyses listed in **Appendix A**. In any instance, sub-contracting in any of the analyses listed in Appendix A shall not be allowed, except in the event of extraordinary circumstances or force majeure and subject to the approval of the MWSS RO's Water Quality Control Department.
- 5.6. As some sampling points are located outside Metro Manila, samples may arrive late in the afternoon at MWSS RO. In such instances, the **Contractor** shall receive samples during non-standard hours and conduct analysis within the required holding times specified in the latest DENR-EMB Memorandum Circular, or the latest edition of Standard Methods for the Examination of Water and Wastewater published by APHA- AWWA.
- 5.7. The **Contractor** shall pick-up samples from the office of MWSS RO, at no cost to the latter. However, MWSS RO shall have the option to deliver the samples to the laboratory when circumstances warrant.
- 5.8. The **Contractor** shall assign a Laboratory Manager to handle all works from MWSS RO. The Laboratory Manager shall be the contact or point person for MWSS RO staff for all the needs/matters relating to the Contract.
- 5.9. In case of anomalous or non-conforming results, the **Contractor** shall endeavor to explain such results in writing to the satisfaction of MWSS RO.
- 5.10. The **Contractor** shall notify MWSS RO immediately of:
- 5.10.1. changes in any aspect of its operation affecting its
- legal, commercial or organizational structure

- policies or procedures
- premises
- and other matters that may affect the laboratory's capability.

5.10.2. any revocation of its Certification of Recognition or Accreditation from the agency/body which issued the same.

5.11 The **Contractor** shall provide/deliver to MWSS RO, at no charge, the following items:

- 5.11.1 *Sampling request forms, including Chain-of-Custody forms, and custody seals;*
- 5.11.2 *Reagent grade chemicals and other materials necessary in the preservation of collected samples, such as but not limited to hydrochloric acid, sulfuric acid or nitric acid in small dropper bottles, including pipettes which will be used in dispensing said chemicals;*
- 5.11.3 *Certified clean sampling containers appropriate for the required tests, such as 1000-ml wide-mouth glass bottle, 1-gallon plastic bottle, etc., or other sample containers appropriate for the required test parameters, delivered at least one (1) working day before the sampling;*
- 5.11.4 *Coolers/ice chests, ownership of which shall remain with the **Contractor**. In general, "blue ice" may not be required from the **Contractor**.*

6.0 TECHNICAL REQUIREMENTS

6.1 Analytical Methods

6.1.1 The **Contractor** must perform the required tests using only methods of analysis specified in **Appendix B**.

6.1.2 The **Contractor** must have a valid and current DENR Environmental Laboratory Recognition or ISO 17025 Certification on the parameters with the corresponding analytical method listed in **Appendix B**. However, it is anticipated that the **Contractor** may not have accreditation or recognition in all the parameters with the analytical method specified in **Appendix B**. In such case, the **Contractor** is required to submit a certified copy of the analytical method used by the Contractor in the measurement. The measuring method must be a standard method and fully documented, and must bear the approval from the Contractor's management. At the minimum, the documented method must include details of:

- Scope/ performance characteristics/ estimate of uncertainty
- Principles
- Hazards and disposal of waste materials
- Reagents and standards
- Equipment
- Sample collection, preservation and preparation
- Calibration procedure
- Quality control

- Calculation and reporting
- Reference for the method

6.2. *Control or Blind Samples*

- 6.2.1. As part of its quality assurance/ quality control program in the laboratory testing procedure, MWSS RO, from time to time, may submit field and/or trip blanks, and Certified Reference Materials (CRM) to the Contractor as blind or control samples, together with the samples collected at designated sampling points.
- 6.2.2. The control or blind samples shall be treated by the Contractor as regular samples submitted by MWSS RO. Thus, the Contractor shall be required to submit test reports on the result of the analysis, including any deficiency associated with the control sample or each time a test result fails acceptable QA/QC limits.
- 6.2.3. In case of any quality control problem associated with the control or blind samples, the Contractor shall invalidate all results in all samples submitted with the control or blind samples. The Contractor shall, then, inform MWSS RO, in writing, about the deficiency and request for a resampling. Samples collected during the sampling shall be analyzed, at the cost of the Contractor, including any control sample, if any. However, if the failure in the control samples resulted from field contamination, the resampling shall be borne by the MWSS RO.
- 6.2.4. Succeeding failures of the Contractor to analyze and report results within acceptable QA/QC limits can result in termination of the Contract.

6.3. *Laboratory Audits*

- 6.3.1 During the term of the Contract, MWSS RO may conduct its own announced or unannounced audit at the Contractor's laboratory to ascertain reliability and accuracy of the results of the analyses undertaken only on samples submitted by MWSS RO.

6.4 *Sample Receipt*

- 6.4.1. Samples collected by MWSS RO for the day shall be collected by the Contractor until 5:00 PM of the same day at the office of MWSS RO. However, in case of unforeseen circumstances (e.g., heavy traffic, traffic accident, etc.), MWSS RO shall notify the Contractor, through phone. The Contractor shall be available to extend the time of collecting the samples.
- 6.4.2. In the event that MWSS RO shall submit samples to the Contractor's laboratory, the Contractor shall provide sample receipt until 5:00 PM.

6.5 Handling of Samples

- 6.5.1 Any sample or control/blind sample received by the Contractor Laboratory that is in unacceptable condition, or rendered unacceptable for analyses while in possession of the Contractor, shall be reported to MWSS RO within twenty-four (24) hours from the time of submission.
- 6.5.2 A violation of this requirement is considered to have occurred when the Contractor renders a sample or control sample unusable. Violation shall result in MWSS RO resampling, wherein the cost of the samples collected shall be borne by the

Contractor, including control samples, if any. Violation in excess of two (2) times within the duration of the contract may result in the termination of the Contract.

6.6 *Record Keeping, Retention and Confidentiality of Reports*

6.6.1 The **Contractor** shall maintain documentation of all raw, final, and supporting quality control data of results of analyses made for a minimum of five (5) years.

6.6.2 The **Contractor** shall provide a written and/or electronic copy of any requested historical report within ten (10) working days, when requested.

6.6.3 The **Contractor** shall not disclose data or disseminate the contents of the final or any preliminary report of analyses to any third party without the prior written consent of MWSS RO.

6.7 Turnaround Time

6.7.1 Analyses of all samples must be initiated or conducted within the required sample holding time dictated by the required test parameter. Similarly, analytical results shall be submitted to MWSS RO within a reasonable time.

6.7.2 Sample Turnaround Time.

The sample turnaround time is the time elapsed between the receipt of the sample by the Contractor and the time the analytical procedure was started. The sample turnaround time shall be within the limits defined by the analytical parameter in the Standard Methods.

MWSS RO staff may require a specific turnaround time different from what is required by the parameter, as dictated by the purpose or urgency of the analysis.

No payment shall be made for analysis of samples if the required sample turnaround time is exceeded. This is to ensure that the integrity of the sample has been maintained from the time it was received up to the time the laboratory has completed the required test.

6.7.3 Report Turnaround Time.

6.7.3.1 Regular Scheduled Sampling Report Turnaround Time

The Contractor shall supply the MWSS RO with reports of analyses for regular scheduled sampling within ten (10) calendar days from the date of sample receipt.

6.7.3.2 Special Resampling Request Report Turnaround Time

With the implementation of the Revised Concession Agreement (RCA), a resampling may be scheduled by MWSS RO other than the regular scheduled sampling.

MWSS RO shall inform the Contractor of any special resampling request through telephone or email. The samples collected for this request shall be used

for the imposition of penalty to the Concessionaires, thus, shall prioritized and immediately analyzed. The Contractor must be capable of supplying MWSS RO with reports of analysis, either through telephone or email, following the turnaround time:

BOD – 6 days

Other Parameters – 36 hours

7.0 DELIVERABLES

7.1 Reports shall be submitted in hard copy form and in electronic format (when requested) acceptable to MWSS RO.

7.2 Written report for routine samples, including control samples, if any, shall be submitted to MWSS RO as stated in the report turnaround time.

7.3 A single analytical report shall be issued for all analyses submitted on a single chain-of-custody.

7.4 One (1) original hard copy of analytical results shall be furnished for each sample submitted for analysis, including chain-of-custody form. Reports shall be delivered **via courier or by hand** to MWSS RO.

8.0 COST ESTIMATES AND PAYMENT REQUEST

8.1 Request for Payment accompanied by a detailed cost breakdown of analyses performed and a final written test report shall be submitted to MWSS RO within ten (10) calendar days from the date of sample receipt.

APPENDIX A. ANALYTICAL REQUEST

Item	Substance & parameter subject to monitoring	Monthly Samples	Frequency	Total Samples
1	5 day Biochemical oxygen demand (BOD)	73	monthly	876
2	Anionic Surfactants, MBAS	73	monthly	876
3	Total suspended solids (TSS)	73	monthly	876
4	Oil and grease (O&G)	73	monthly	876
5	Total coliform and Fecal coliform (FC)	96	monthly	1,152
		96	monthly	1,152
6	Ammonia- nitrogen	73	monthly	876
7	Nitrate- Nitrogen	73	monthly	876
8	Phosphate as Phosphorus	73	monthly	876
9	pH	73	monthly	876
10	Contingency, 10%			

*Contingency – parameters that are necessary at the time of request as assessed by the Water Quality Control Department, including but not limited to emergency parameters, parameters included in the resampling for the computation of penalty.

APPENDIX B. PRESCRIBED ANALYTICAL METHOD

Item	Substance & parameter subject to monitoring	Analytical method*
1	Biochemical Oxygen Demand	5-day @ 20°C BOD test –APHA-AWWA-WEF (2005) section 5210 B or other DENR Approved Methods
2	Surfactants, MBAS	Anionic Surfactants or other DENR Approved Methods
3	Total suspended solids	Gravimetric, dried at 103-105C or other DENR Approved Methods
4	Oil and grease	Solid-phase, Partition Gravimetric Method or other DENR Approved Methods
5	Fecal coliform	Multiple tube fermentation technique (MTFT) or other DENR Approved Methods
6	Total coliform	Enzyme substrate Test or other DENR Approved Methods
7	Ammonia as NH ₃ - N	Ammonia - Selective Electrode Method or other DENR Approved Methods
8	Nitrate as NO ³ -N	Nitrate Electrode Method or other DENR Approved Methods
9	pH	Electrometric method or other DENR Approved Methods
10	Phosphate	Stannous chloride method or other DENR Approved Methods
11	Contingency Parameters	Standard Methods or DENR Approved Methods

(*) – May include other analytical methods that are DENR-EMB approved methods of analysis as contained in DENR-EMB MC No. 012 Series of 2016 or any DENR policy issuances released during the contract validity

I/We hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name

Date

Bid Form

Date: _____
Invitation to Bid¹ N°: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform/deliver **Analytical Services for Wastewater Effluent Monitoring Program** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Requirements found in Section VI herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name*

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Statement of all ongoing government and private contracts, including contracts awarded but not yet started, for the last three (3) years

Bidder's Name : _____
 Business Address : _____

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

Note: It is requested that this statement be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

Name and Signature of Authorize Representative

Position: _____

Date: _____

Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract, completed within three (3) years prior to the deadline for the submission and receipt of bids.

Bidder's Name : _____
 Business Address : _____

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

Note: It is requested that this statement be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Bidder's Role Description:

1. Manufacturer
2. Supplier
3. Distributor

Submitted by:

Name and Signature of Authorize Representative

Position: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall**

likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the

BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We³, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (a) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]*
at *[place of execution]*.

*[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]*
[Insert Signatory's Legal Capacity]
Affiant

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

