

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF SEVEN (7) UNITS BRAND
NEW, COMPACT WITH AUTOMATIC SELF-
CLEANING THREAD FILTER MACHINE AND
TWO (2) UNITS AUTOMATIC COARSE
SCREEN FILTERS WITH APPURTENANCES
FOR MANOLO FORTICH WATER SUPPLY
IMPROVEMENT PROJECT
ITB Number: 2023-01-001**

MANOLO FORTICH WATER DISTRICT

Tankulan, Manolo Fortich, Bukidnon

January 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.

MANOLO FORTICH WATER DISTRICT

A. Ditona Street, Tankulan, Manolo Fortich, Bukidnon

Tel. No. 0917-718-1311

email: mfwd_buk@yahoo.com

INVITATION TO BID FOR PROCUREMENT OF SEVEN (7) UNITS BRAND NEW, COMPACT WITH AUTOMATIC SELF-CLEANING THREAD FILTER MACHINE AND TWO (2) UNITS AUTOMATIC COARSE SCREEN FILTERS WITH APPURTENANCES FOR MANOLO FORTICH WATER SUPPLY IMPROVEMENT PROJECT ITB Number: 2023-01-001

1. The *Manolo Fortich Water District*, using a *multi-year contract* for a duration of fifteen (15) years Framework Agreement, through the Corporate Operating Budget for the year 2023 intends to apply the sum of Thirty-Five Million Three Hundred Twenty Thousand Three Hundred Twenty Pesos (P35,320,320.00), and the *with ITB Number 2023-01-001 being the ABC to payments under the contract for item. Bids received in excess of the total cost shall be automatically rejected.*
2. The *Manolo Fortich Water District* now invites bids for *Procurement of Seven (7) units Brand New, Compact with Self-Cleaning Thread Filter Machine and Two (2) units Automatic Coarse Filter Machines with Appurtenances for Manolo Fortich Water Supply Improvement Project.* Delivery of the Goods is required within *244 days.* Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 *Manolo Fortich Water District* and inspect the Bidding Documents at the address given below during *office hours from 8:30am to 4:00 in the afternoon.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 17, 2023* from the given address and website(s) below: *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (P 10,000.00).* The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means. Please call/text 0917-718-1311 for more information.*

6. The ***Manolo Fortich Water District*** will hold a Pre-Bid Conference¹ on *January 24, 2023 at 2:00 o'clock in the afternoon* at *MFWD Bldg, Tankulan, Manolo Fortich, Bukidnon* 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 *February 6, 2023; 12:00 pm*. 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 *February 6, 2023 at 2:00 o'clock in the afternoon* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Manolo Fortich Water District*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Joan N. Cañete
0917-718-1311
Mfwd_buk@yahoo.com
12. You may visit the following websites:

For downloading of Bidding Documents: <https://mfwd.gov.ph/public-bidding/PB-2023/>

January 17, 2023

Engr. Ermito L. Ganas
BAC Chairman

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, ***Manolo Fortich Water District*** wishes to receive Bids for the *Procurement of Seven (7) units Brand New, Compact with Self-Cleaning Thread Filter Machine and Two (2) units Automatic Coarse Filter Machines with Appurtenances for Manolo Fortich Water Supply Improvement Project* under a Framework Agreement, with identification number 2023-01-001.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Thirty-Five Million Three Hundred Twenty Thousand Three Hundred Twenty Pesos (P35,320,320.00)*.

2.2. The source of funding is GOCC, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For 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.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address MFWD Bldg, Tankulan, Manolo Fortich, Bukidnon 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 *two (2) years* prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *June 6, 2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the

successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit a new their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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.

For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 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.

The Project shall be awarded as One Project having several items that shall be awarded as one contract.

- 19.4. 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework

Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Thread Filter Machine</i></p> <p>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Sub-contract is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>MFWD Water Treatment Plant, Dahilayan, Manolo Fortich, Bukidnon</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in cash or manager's check:</p> <p>a. The amount of not less than Seven Hundred Six Thousand Four Hundred Six Pesos and 40/100 (Php 706,406.40).</p>
19.3	<i>No further instruction</i>
20.2	<i>No further instruction</i>
21.2	<i>No further instruction</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**.
- 2.3. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered MFWD Water Treatment Plant, Dahilayan, Manolo Fortich, Bukidnon. In accordance with INCOTERMS.”</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 Representatives at the Project Site are Engr. Ermito L. Ganas and Mr. Aldwin Olaivar.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Fifteen (15) years.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points</p>

	<p>in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be in monthly basis within a period of Fifteen Years based as indicated in the Purchase Order.
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> a. Production Capacity b. Compliance with the parameters as stated in the ITB. c. Others, as indicated in the TOR and Item Specifications.

Section VI. Schedule of Requirements

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

Item Number	Description	Date	Quantity	Delivered, Weeks/Months
1	Installation of 7 units Brand New, Compact with Self-Cleaning Thread Filter Machine.		Seven (7) units	Year 1: 2 units Year 2: 2 units Year 3: 3 units Or as need arises upon request of the Procuring Entity.
2	Installation of Automatic Coarse Filter Machine		Two (2) units	Year 1
3	Pipelines, Valves, and other Appurtenances, including All Features as enumerated in the Technical Specifications.		Seven (7) sets	Year 1

Technical Specifications

Item	Specification	Statement of Compliance						
	<p>WATER TREATMENT FACILITIES</p> <p>Installation of: Seven (7) units Brand New, Compact with Self-Cleaning Thread Filter Machine; Mainline Steel Pipes, Valves with Appurtenances; and Two (2) units Automatic Coarse Screen Filters.</p> <p>1. Installation of Seven (7) units Barand New, Compact with Self-Cleaning Thread Filter Machine:</p> <p>1.A General Requirements:</p> <p>The Thread Filter Machine should be brand new, compact and automatic self-cleaning Filter Thread Machine and should conform to the Quality Management System standards ISO 9001:2015. The supply of SEVEN (7) UNITS Thre</p> <p>Filter</p> <p>Machine included in the approved Program of Work shall have the following features and specifications:</p> <ol style="list-style-type: none">1. The Thread Filter Machines shall be brand new2. Manufactured from January 2023 up to the present3.The Thread Filter Machines shall be compact, capable of automatic flushing and backwashing during differential pressure or during the programmed period of time. Flushing time for 1 (one) filter is 1 (one) minute cycle at 70Liters per filter. Automatic flushing during differential pressure of every minute cycle of 1 (one) filter shall never stop within 10 (ten) minutes flush time on the rest of filter during filtering of water.4. The filter machines shall be fully-automated having a Complete and functional programmable logic controller or PLC5. The filter machines shall also have automatic and Functional flushing units6. Power requirements shall be at Philippine Standard (440VAC, 60Hz and 3-Phase)7. Maximum power consumption at 9KW/unit8. Inlet and Outlet hydraulic connections shall be suitable for 150mmØ and 50mmØ for drain pipe9. Filter thread shall have a life span of 5 (five) years10. Filter thread dimensions with control box shall be 284cm (L) x 170cm(W) x 229cm(H)11. Flush tank dimension shall be 277cm(L) x 80cm(W) x 200cm(H) <p>1.B Filter Specification</p> <table><tr><td>Filtration Ratings</td><td>Not more than 3 microns</td></tr><tr><td>Filter Technology</td><td>Thread filtration</td></tr><tr><td>Filter Capacity per unit</td><td>60 to 100m³ / hour</td></tr></table>	Filtration Ratings	Not more than 3 microns	Filter Technology	Thread filtration	Filter Capacity per unit	60 to 100m ³ / hour	
Filtration Ratings	Not more than 3 microns							
Filter Technology	Thread filtration							
Filter Capacity per unit	60 to 100m ³ / hour							

Inlet and Outlet Connections	Shall be suitable for 150 mm support line
Running Time of Operation	Shall be 24/7

1.C Control Specifications

1. Shall have signals for rinse on the front of the box
2. Shall have push buttons for manual rinse
3. Shall have alarm signal and reset on the front of the box
4. The control box shall have IP55 rating or equivalent
5. Shall have pressure reducing valve to maintain the 45psi inlet pressure

1.D Flush Unit Specifications

1. The winning bidder shall provide at least one (1) operational flush pump per one (1) filter machine
2. The flush pumps shall be compatible to the filter machine

1.E Required Parts and Accessories

1. All necessary parts such as gate valve intended for inlet and outlet connections
2. Storage tanks, air compressor, or its equivalent (needed for the operation)
3. Thread cassette installer and puller of cassette assembly
4. Standard English manuals for installation, working maintenance, service prescriptions and troubleshooting
5. Software program installer for the PLC and/or operational program.

1.F Additional Requirements

During Bidding the following shall be submitted:

1. Notarized Exclusive distributorship certificate issued by manufacturer of filter machines.
2. Notarized certificates by the manufacturer indicating the date manufactured and availability of the filter parts for the next ten (10) years.
3. ISO 9001:2015 – Quality Management System Certificates for Product Assurance
4. Management System Certificate for product assurance.
5. Brochure. The brochure shall contain the filter's specification such as model, capacity (in terms of flow rate), operating pressure, design pressure, flush time, and flush quantity (for waste water).

	<p>5.Design or Layout, floor plan and schematic diagram. The layout shall indicate measurements of the filter dimensions (length, width and height) as well as the total area to be occupied by the filter machines and its part. The floor plan shall be used as the basis for civil works.</p> <p>1.G Civil Works</p> <p>The civil works shall include but not limited to the Following: (Fabrication of stainless frame)</p> <ul style="list-style-type: none"> - 35pcs – 2” x 2” x 1/4” thick x 6m length - 14pcs – 3” x 3” x 1/4” thick x 6m length - Assorted appurtenances (uPVC pipes, bolts with nuts and washer) - Oxygen Tank (content) - LPG (content) - Welding Rod(stainless) - Hacksaw blade <p>All the required thread filter machine parts and accessories shall be supplied, delivered, installed and commission within TWO HUNDRED FOURTY FOUR (244) calendar days from the Notice to Proceed. The said items shall be fully operational within the specific period of time.</p> <p>1.H Supply and Delivery</p> <ol style="list-style-type: none"> 1. All items to be delivered shall be secured and packed using crates. Separate crates shall be used when necessary. 2. The materials to be delivered shall only be accepted during working days and working hours. 3. The delivery point shall be at MFWD office, A. Ditona Street, Tankulan, Manolo Fortich, Bukidnon, Mindanao, Philippines. After checked and verified, the delivery package shall be transported by the winning bidder’s representative to MFWD Water Treatment Plant site, Barangay Dahilayan, Manolo Fortich, Bukidnon. 4. The said package shall only be opened with the presence of the winning bidder’s representative and MFWD’s TWG member. 5. Any damage part shall be replaced by the winning 	
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	<p>bidder.</p> <p>1.I Installation</p> <ol style="list-style-type: none"> 1. Prior to installation, the winning bidder shall conduct site inspection in order to assess the installation site and discuss with MFWD's technical person the necessary works to be done regarding the civil works. 2. All labor cost and other necessary expenses during installation shall be covered by the winning bidder. 3. The installation shall be conducted by the winning bidder's technical person. The winning bidder shall be responsible to assemble the filter machines, connect wiring, secure the operation of the PLC, the flush pump and the flow/backwashing cycles fairly of standard operation to optimize the energy usage. <p>1.J Commissioning</p> <ol style="list-style-type: none"> 1. All expenses needed during the commissioning shall be covered by the winning bidder. The winning bidder's technical person and MFWD's TWG member shall be both present during commissioning. 2. The filter machines shall be tested by conducting machine to run. The running conditions of the filter shall meet the required technical specifications. 3. If the filter malfunctions, the winning bidder's technical person shall troubleshoot and repair the damage parts during commissioning. The damage filter part shall be replaced by the winning bidder immediately. 4. During normal operation, the thread filter machine shall automatically flush when differential pressure occurs and during programmed period of time. 5. All expenses needed during the commissioning shall be covered by the winning bidder. The winning bidder's technical person and MFWD's TWG member shall be both present during Commissioning. 	
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6. When test result on turbidity is not within the desired limits (5NTU) and color to maximum of 10 units, the filter machines shall not be accepted by the TWG. The filter shall only be accepted when the average test results per batch are within the desired limits. Necessary adjustments, troubleshooting, and repairs shall be conducted immediately by the winning bidder in order to achieve the desirable test results.

1.K Warranty

A notarized certificate from country of origin issued by the manufacturer indicating at least one (1) year warranty period for the thread filter machine(s) and all its components and accessories shall be submitted during the opening of bids and commissioning.

1.L Training

During commissioning, the winning bidder's technical person shall train the MFWD's operator how to operate and troubleshoot the installed filter machine within SEVEN (7) days. All expenses shall be covered by the winning bidder.

1.M Free Servicing

The winning bidder shall conduct preventive maintenance of the thread filter machine within SIX (6) MONTHS after warranty period expired.

3. Installation of Mainline Steel Pipes, Valves, Fittings and other Appurtenances

The supply and installation works shall include but not limited to the following:

2.A Butterfly DI Valve Wafer Type, gear operated, With stud-bolts, nuts and washers

Two (2) pc – DN350

Three (3) pc – DN 300

Ten (10) pcs – DN100

Each item shall consist of the following major parts:

- a. Flange Type Butterfly Valve Wafer Type
- b. Gear Operated with steel rings and bolts
- c. Use for drinking Water and neutral liquids (70 deg. C.).
- d. Body and Bonnet must be Ductile Iron
- e. Color: Blue
- f. Coating: minimum of 250 microns Electro statically applied epoxy coated (internal and external) to DIN 30677-2 and GSK approved
(Supplier/manufacturer must have a GSK Approved

	<p>Certificate).</p> <ul style="list-style-type: none"> g. Stem must be stainless steel (304) cold rolled type with bronze wedge nut and non-rising stem. h. Steam Sealing: Non-rising Stem with a minimum of Triple safety stem sealing with an NBR wiper ring, a polyamide bearing with four NBR O- rings, and an EPDM rubber manchette. i. Steam Seal Nut: Dezincification Resistant Brass; Triple safety stem sealing system j. Wedge: Fully Vulcanized with WRAS (Water Regulatory Advisory Scheme) Approved EPDM rubber compound. It should feature outstanding durability due to the ability of the rubber to regain its original shape - Double bonded vulcanized process and sturdy wedge design. Should come with guide rails with wedge shoes to ensure low friction and smooth operation; Fixed Integral wedge nut that prevents vibration and ensures durability k. Thrust collar: Dezincification resistant brass l. Bonnet Gasket: EPDM (Ethylene Propylene Diene Monomer) M-Class Rubber m. The O-ring stem seal must be DIN and ISO standard for water application. n. The body and the bonnet must be two (2) components only (maintenance free design) o. Standard flange drilling according to EN1092-2 (ISO 7005-2) p. Operating Nut: 2 inches square with a cast iron showing the direction in which the nut is to be turned to open the valve. Valves shall be constructed to permit the replacement of the "o" rings above the collar under full working pressure with the valves in the full-open position. q. Minimum water working pressure of 16 Bar equivalent. r. Body Markings: (Modeled or Engraved) Date, Manufacture, Trade Name & Size s. Bolt & Nut: Hot Dip Galvanized (Flange Type bolt and nut) t. Bonnet bolts made of stainless steel A2. <p>2.B Swing DI Check Valve Type, Resilient Seated The supply and installation works shall include but not limited to the following: Ten (10) pcs – DN 100</p> <p><u>Features:</u></p> <ul style="list-style-type: none"> a. Ductile iron body without lever b. Swing check valves come with both metal and resilient seats 	
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	<p>c. Application to prevent back flow they can be used for drinking water</p> <p>d. Disc is connected to the shaft via a flexible bush that allows disc and valve seat to adjust exactly</p> <p>e. All interior parts are stainless steel or coated drinking water approved epoxy or EPDM.</p> <p>f. For drinking water to maximum 70°C</p> <p>g. Standard flange drilling to ISO 7005-2</p> <p>h. 80 microns epoxy coating, RAL 5017, PN 16</p> <p>i. Resilient seat provides a drop light closure and due to the light weight, requires a minimum force to open/close</p> <p>j. Shaft fitted in the bonnet allowing for easy maintenance without removing valve from pipeline</p> <p>k. Shaft material 1.4021 (AISI 420) stainless steel</p> <p>l. Free protruding shaft end for mounting of lever and weight or spring to assist valve closing and avoid water hammer</p> <p>m. Hinge of stainless steel for size DN 100; ductile iron coated with drinking water approved epoxy</p> <p>n. Ductile iron disc covered with drinking water approved EPDM</p> <p>o. Bonnet gasket in a groove between bonnet and body to prevent blow-out</p> <p>p. All seals and coatings with contact to the fluid are approved for drinking water-coating is blue, 250 µm fusion bonded epoxy</p> <p>q. Disc design with steel insert fully vulcanized with EPDM rubber</p> <p>r. Bosses on each side of the valve seat allow for installation of pressure gauge and by-pass</p> <p>s. Length – 292mm, height – 150mm, and width - 256mm.</p> <p><u>Component List:</u></p> <p>a. Bolt - Stainless steel A4</p> <p>b. Nut - Stainless steel A2</p> <p>c. Washer - Stainless steel A4</p> <p>d. Bushing - Polyamide</p> <p>e. Disc - Steel</p> <p>f. Body - Ductile iron GJS-500-7</p> <p>g. Gasket - EPDM rubber</p> <p>h. Pin - Stainless steel A4</p> <p>i. Hinge - Stainless steel 316</p> <p>j. Key - Stainless steel A4</p> <p>k. Bonnet - Ductile iron GJS-500-7</p> <p>l. Thrust plate – Stainless steel</p> <p>m. Bushing, closed – Brass</p> <p>n. Tab washer – Stainless steel A4</p> <p>o. Shaft - Stainless steel 420</p>	
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	<p>p. O-ring - NBR rubber</p> <p>q. Bushing, open - NBR rubber</p> <p>2.C Ultrasonic Flowmeter – 300mmØ</p> <p>The supply and installation works shall include but not limited to the following:</p> <p>2 pcs – 300mmØ Ultrasonic Flowmeter</p> <p><u>Technical Specifications:</u></p> <ol style="list-style-type: none"> Maximum Working Pressure – 16 bar Liquid Temperature 0.1 up to 50° C Precision Class – ISO 4064 rev.2014, Accuracy class 2 Configuration – Compact-The display is built in the unit Power Source – 2 D size Li-battery: up to 15 years lifetime Environmental Protection – IP 68, Ambient operation temp. -25° C up to +55° C Volume Display Options – Forward and reverse alternating Data Logger – Volumes and alarms data (48KB, 4130 data points) Connections – 12” flanged: flanges according to ISO Severity Levels – Electromagnetic environment class E1 Pressure Loss – ΔP 0.16 bar Modbus Protocol Output/M-Bus – The improved full Modbus / MBus protocols include an optional pulse output and have the following available functions: <ol style="list-style-type: none"> Alarm (battery, empty pipe) AMR serial number Real Time Clock (RTC) Volume units Flow rate units Current flow Flow direction Forward and reverse volumes Flow and volume resolution Digital Display <p>The vacuum sealed (IP68) digital display is equipped with the following:</p> <ol style="list-style-type: none"> Forward and reverse flow notification symbol 12 digits accumulation volume Programmable decimal point for high resolution 4 digits for flow rate with automatic floating decimal point 	
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	<p>5. Programmable accumulation units available</p> <p>6. Programmable flow rate units available</p> <p>7. Alarm display for low battery and fault measuring</p> <p>The transparent LCD digital display glass lens is made of molded heat treated 6mm / ¼" glass to ensure against scratching and breakage. Serial number is permanently stamped below the electronic digital display.</p> <p>FEATURES:</p> <ul style="list-style-type: none"> - Excellent long-term stability and reliability - Rugged mechanical design – submersible (IP68) - Bi-directional – including bi-directional outputs (digital and analog) - Flexible data formats including flow directions, flow rates and volume - AMR and cellular networks ready with alerts and statistic features - Multiline LCD - Programmable display (units and outputs resolution) - EMI / RFI Protection - Glatt kosher <p>n. Handling bulk flow rates</p> <p>o. Made with highly durable materials – cast iron body (epoxy coating)</p> <p>p. Dimensions:</p> <p style="padding-left: 40px;">Length – 499mm</p> <p style="padding-left: 40px;">Width – 489mm</p> <p style="padding-left: 40px;">Height – 456mm</p> <p>height – 245mm</p> <p>Weight – 96kg</p> <p>q. Flowrate (m³/h)</p> <p style="padding-left: 40px;">Minimum flow rate (M) – 2</p> <p style="padding-left: 40px;">Transitional flow rate – 3.2</p> <p style="padding-left: 40px;">Permanent flow rate (P) – 1000</p> <p style="padding-left: 40px;">Overload flowrate – 1250</p> <p style="padding-left: 40px;">P/M flow rate – 500</p> <p style="padding-left: 40px;">Starting flow – 0.5</p> <p>2.D Steel Pipes and Appurtenances.</p> <p>The installation works and supply shall include but not limited to the following:</p> <ul style="list-style-type: none"> a. Eight (8) length – 350mmØ x 11.13mm thick, BI pipe, sch-40 b. Eight (8) length – 300mmØ x 10.31mm thick, BI pipe, sch-40 c. Twenty-one (21) length – 100mmØ x 6.02mm thick, BI pipe, sch-40 d. One (1) pc – 350mmØ x 90° BI welded elbow, sch-40 	
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	<ul style="list-style-type: none"> e. One (1) pc – 300mmØ x 90° BI welded elbow, sch-40 f. Four (4) sets – 350mmØ flange adaptor g. Six (6) sets – 300mm Ø flange adaptor h. Twenty-eight (28) sets – 100mmØ weldable flange ring w/ bolts and nuts i. Fourteen (14) mts – ¼” thick x 1 mts rubber gasket w/ ply j. Fuji Weld Electrode 6012 k. Oxygen Tank (content) l. LPG (content) <p>Features:</p> <ul style="list-style-type: none"> a. Pipes and Elbow (Conform to ASME standard) b. Seamless Steel c. Schedule 40 d. Maximum Allowable Pressure – 1,533 psi e. Nominal Size: <ul style="list-style-type: none"> DN350 – 350 mm (14 inch) DN300 – 300 mm (12 inch) DN100 – 100 mm (4 inch) f. Outside Diameter as to ASME Standard <ul style="list-style-type: none"> DN350 – 355.5 mm DN300 – 323.8 mm DN100 – 114.3 mm g. Out diameter point to the thickness: <ul style="list-style-type: none"> DN350 – 11.13 mm DN300 – 10.31 mm DN100 - 6.02 mm h. Minimum weight: <ul style="list-style-type: none"> DN350 – 94.55 kg/meter DN300 – 79.73 kg/meter DN100 – 16.07 kg/meter i. All pipes and fittings shall be painted with epoxy primer blue paint. <p>2.E Meter Tester for Water Quality</p> <p>The supply shall include but not limited to the following:</p> <ul style="list-style-type: none"> a. Mobile/Portable Colorimeter – 1 pc. <p><u>Description:</u></p> <ul style="list-style-type: none"> - Suitable for the detection of five essential parameters of water analysis: chlorine, ozone, chlorine dioxide, cyanuric acid and pH - Handy, battery-operated instrument comes with carrying case and is designed for in-process and field work. - Used in dusty and wet environment - IP 68 classification - Measuring range: <ul style="list-style-type: none"> Chlorine (Cl₂): 0.02 – 6.00 ppm Chlorine dioxide (ClO₂): 0.05 – 10.00 ppm Ozone (O₃): 0.02 – 4.00 ppm Cyanuric acid (CyA): 2 – 160 ppm 	
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	<p>pH: 6.4 – 8.8 ppm</p> <ul style="list-style-type: none"> - Absorbance: -100 – 2500mA - 200 samples for free chlorine - 200 samples of chlorine dioxide - Certificate of compliance - Certificate of User Interface language Is English <p><u>Technical Specifications:</u></p> <p>Scope of delivery – instrument in light carrying case, 3 round vials 24 and 16mmØ, 1 adapter for 16mm vials, screwdriver and instruction manual</p> <p>Display – Backlit graphic-display</p> <p>Interfaces – IR interface for data transfer and RJ45 connector for internet updates</p> <p>Optics – LED, interference filter, photosensor, transparent measurement chamber</p> <p>Wavelength – 430, 530, 560, 580, 610 and 660 nm</p> <p>Wavelength accuracy - ± 1 nm</p> <p>Photometric accuracy – 1.000 Abs ± 0.020 Abs, 2.600 Abs ± 0.052 Abs (2%FS) measured with standard solutions -T=20 - 25° C)</p> <p>Photometric resolution – 0.005 A</p> <p>Operation – Acid and solvent resistant tactile film keyboard</p> <p>Power supply – 4 batteries (Type AAA/LR6), Capacity approx. 26 hours continuous use 3,500 tests</p> <p>Weight – Approx. 450 g</p> <p>Dimensions – approx. 210 x 95 x 45 mm (instrument) approx. 395 x 295 x 106 mm (case)</p> <p>IP classification – Dust and waterproof acc. to IP 68</p> <p>Storage capacity – Approx. 1,000 data sets</p> <p>Comments – CE-Conformity</p> <p>b. Portable Turbidimeter – 1 pc.</p> <p><u>Description:</u></p> <ul style="list-style-type: none"> - Scope of delivery – Instrument, case assembly, 4 AA alkaline batteries 6 sample cells, stablcal ampule kit, silicone oil, oiling cloth and manual. - Convenient data logging up to 500 measurements are automatically stored in the instrument for easy access and backup. - Stored information must include: date and time, operator ID, reading mode, sample ID, sample number, units, calibration time, 	
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	<p>calibration status, error messages and the result</p> <ul style="list-style-type: none"> - Two-detector optical system compensates for color in the sample, light fluctuation, and stray light, enabling analysts to achieve laboratory-grade performance on a wide range of samples, even under difficult site condition. <p><u>Specifications:</u></p> <p>Accuracy - ± 2 % of reading plus stray light</p> <p>Battery requirements – 4, AA</p> <p>Certifications – CE Certified</p> <p>Compliance Certifications – CE/WEEE</p> <p>Data Logging – 500 records</p> <p>Dimensions (H x W x D) – 77mm x 107mm x 229mm</p> <p>Display Size – 240 x 160 pixels</p> <p>Display Type – Graphic LCD</p> <p>Enclosure Rating – IP67</p> <p>Interface – No USB and Power Cord</p> <p>Light Source – Tungsten Filament Lamp</p> <p>Manual Language – English</p> <p>Measurement Modes – Normal (Push to Read)</p> <p>Signal Averaging, Rapidly Settling Turbidity</p> <p>Operating Temperature Range – 0 - 50° C</p> <p>Power Requirements (Voltage) – 240 V AC</p> <p>Power Requirements (Hz) – 50/60 Hz</p> <p>Power Supply – Batteries (see Battery requirements)</p> <p>Range – 0 – 1000</p> <p>Range 2 – NTU</p> <p>Reading Modes – Normal (push to read), signal averaging, rapidly setting turbidity</p> <p>Regulatory – EPA Method 180.1</p> <p>Repeatability - $\pm 1\%$ of reading or 0.01 NTU, whichever is greater</p> <p>Response Time – 6s in normal reading mode</p> <p>Sample Cell Compatibility – 25 mm x 60 mm round</p> <p>Sample Requirements – 15 mm (0.5 oz)</p> <p>Sample Volume – 15 ml</p> <p>Signal Averaging – Selectable on/off</p> <p>Source Lamp – Tungsten filament lamp</p> <p>Storage Conditions – -40° C to 60° C</p> <p>Stay Light - <0.02 NTU</p> <p>User Interface – Button Graphic User Interface</p> <p>User Interface Language – English</p> <p>Warranty – Certification of 12 months</p> <p>Weight – 0.53 kg without batteries</p>	
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c. Portable pH Meter – 1 pc.

Description:

- Reliable and convenient pH and ORP measurements
- Have intuitive software that includes three point calibration, three buffer groups, automatic and manual endpoint functions, as well as a 99 items library
- Have a user-friendly-features that support ease-of-use are an adjustable stand-alone electrode holder and large backlit LCD display.
- Documenting measurement data is made simple through the RS232 which can be used to connect peripheral devices such as printer or computers to the meter.

Specifications:

Measurement Range – -2 – 16.00 pH; -1999
-1999 mV; -5° C - 100° C

Measurement Resolution – 0.01 pH; 1 mV;
0.1° C

Calibration – 3 Point

Temperature – Yes

Display – LCD with backlight

Working – 41° F - 104° F, 80%RH

Environment – non-condensing (5° C - 40° C,
80%RH, non-condensing)

Net Weight – 0.75 kg

Accuracy – ± 0.01 pH; ± 1 mV; \pm ° C

Electrode – ST310 available as an accessory

Measurement Range (temp.) – -5° C - 110° C

Measurement Range – -1999mV – 1999mV

Parameters – pH/ORP

pH measuring range – -2 – 16

pH resolution – 0.01

Resolution (voltage) – 1 mV

Temperature resolution – 0.1 ° C

Accuracy \pm (temperature) – 0.5° C

Dimensions (HxLxW) – 3.07 in x 8.66 in
X 6.89 in

pH accuracy (\pm) – 0.01

Power – AC adapter

Temperature sensor – 30 K Ω NTC

D. TURBIDITY ONLINE ANALYZER

- D.1 One (1) Lot Turbid Online Continuous Analyzer with Alarm System
Each lot shall consist of the following major parts:

	<ol style="list-style-type: none"> 1. Display 2. On-line Turbidity Sensor 3. Flow Regulator 4. Filter (intended to block undesirable particles) 5. Ball Valve for flow Control 6. Alarm system composed of switch, buzzer, light signal and electrical wire 7. Memory card and flash drive 8. Necessary materials such as PE pipes, Saddle Clamp (inlet/outlet water), fittings and enclosures. 9. Calibration Solutions (good for one year supply) 10. Troubleshooting, maintenance, and calibration English manuals. <p>The display shall be wall-mounted.</p> <p>The enclosure of the On-line Turbidity sensor shall have IP65 rating of equivalent.</p> <p>The power requirement shall be compatible to Philippine standards (220-240V AC, 60Hz, single phase).</p> <p>The On-line Turbidity analyser shall be programmable and shall be capable to high/low alarms when undesirable water concentrations are detected.</p> <p>The detected On-line Turbidity levels shall be stored in a removable memory card having at least 32.0GB capacity.</p> <p>The maximum water flow intended for sample analysis shall be 100 ml/min to 1 Ltr/min.</p> <p>The accuracy of the On-line Turbidity sensor shall be 0 – 1000 NTU measuring range.</p> <p>The display shall be graphical LCD, Black on white light.</p> <p>The On-line Turbidity Analyzer shall have Low Range calibration.</p> <p>The On-line Turbidity Analyzer shall have Full Range calibration.</p> <p>The lot shall be complete supply of the following: Termination of wirings; signal cable and accessories; and start-up.</p> <p>Materials for water supply line like PE pipes, saddle clamp (inlet/outlet water), ball valve for flow control, alarm system (buzzer and electrical wire).</p> <p>D.2 ADDITIONAL REQUIREMENTS</p> <p>A certificate of distributorship from the manufacturer of On-line Turbidity analyzer shall be submitted during bidding.</p> <p>D.3 WARRANTY</p> <p>A warranty certificate for AT LEAST ONE (1) YEAR from the manufacturer of On-line Turbidity analyzer shall be submitted upon opening of bids and delivery.</p> <p>D.4 INSTALLATION</p>	
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	<p>All labor costs during installation shall be shouldered by the supplier. Each lot shall be installed by the supplier on the designated area:</p> <ol style="list-style-type: none"> 1. MFWD Water Treatment Plant <p>D.5 COMMISSIONING</p> <p>All labor costs during commissioning shall be shouldered by the supplier.</p> <p>D.6 TRAINING</p> <p>The supplier shall train the MFWD operators how to operate, troubleshoot and calibrate the On-line Turbidity sensors. This shall be done within ONE (1) DAY.</p> <p>D.7 PAYMENT</p> <ol style="list-style-type: none"> 1. Complete delivery of required major and necessary parts. 2. Each lot shall be successfully installed and commissioned. 3. The end-user(s) were trained by the winning bidders within ONE (1) DAY. Training program shall include operation, troubleshooting, maintenance and calibration. 4. Submission of manufacturer's warranty certificate. 5. Submission of acceptance report prepared by TWG and approved by General Manager. <p>2.F Additional Requirements A certificate of distributorship from the manufacturer of Mobile Colorimeter, Portable Turbidimeter and pH Meter Shall be submitted during bidding.</p> <p>2.G Warranty A warranty certificate for AT LEAST ONE (1) YEARS from the Manufacturer of Mobile Colorimeter, Portable Turbidimeter and pH Meter shall be submitted upon delivery.</p> <p>2.H Installation All labor costs during installation shall be shouldered by the supplier. Each lot shall be delivered by the supplier on the designated area: MFWD Water Treatment Plant</p> <p>2.I Commissioning All labor costs during commissioning of Mobile Colorimeter, Portable Turbidimeter and pH Meter shall be shouldered by the supplier.</p> <p>2.J Training The supplier shall train the MFWD operators how to operate, troubleshoot and calibrate the Mobile Colorimeter, Portable Turbidimeter and pH Meter. This shall be done</p>	
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within **SEVEN (7) DAYS**.

4. Automatic Coarse Screen Filter – 2 units

The installation works and supply shall include but not limited to the following:

General Requirements:

- a. Capacity – 166 lps
- b. Flow Rate – 600 m³/hr (min.)
- c. Filtration – 0.50 degree/fineness
- d. Filter Area – 6035 cm²
- e. Filter Element – Wedge Wire with 0.5mm slot
- f. Filter Element Make – SS 316L
- g. Operating Pressure – 6 bars (max)
- h. Operating Temperature - 65° C (max)
- i. Cleaning Mode – Scraper: Cleaning Disk in PE with Brush SS' 316L Double Acting Cylinder
- j. Control Mode – Epoxy Painted carbon steel, relay control cabinet, time/differential pressure/manual control, electrical components PLC.
- k. Cleaning Time – 10 seconds (max)
- l. Drive – Electric Motor
- m. Power Supply – 220v, 60hz
- n. Inlet and Outlet Connections – Flange, DN 300 PN10
- o. Flash Outlet – Flange, DN 100 PN10
- p. Shell – 750mm Ø x 400mm (H) Carbon Steel with epoxy coating
- q. Cover Type – Multi bolted with lifting lug. Davit construction
- r. Other – Made compatible as a pre-filter unit with the MT-IBA Filtration System
- s. Controls:
 - Cleaning on timer
 - Cleaning time 10 second max
 - Flushing 270 liters per cycle
 - Flush Valve Knife-gate or ball type DN100 in S5316L with double acting actuator and solenoid valve 24VDC
 - Control box in PVC IP67 with timers
- t. Equipment needed for installation – Boom Truck

3.A Additional Requirements

A notarized certificate of exclusive distributorship from country of origin of the manufacturer of Automatic Coarse Screen Filter shall be submitted during bidding.

3.B Warranty

A notarized warranty certificate from country of origin for AT LEAST ONE (1) YEARS from the manufacturer of Automatic Coarse Screen Filter shall be submitted upon opening of bids and delivery.

3.C Installation

All labor costs during installation shall be shouldered by The supplier. Each lot shall be delivered by the supplier on the designated area: **MFWD** Water Treatment Plant

3.D Commissioning

All labor costs during commissioning shall be shouldered by the supplier.

	<p>3.E Training</p> <p>The supplier shall train the MFWD operators how to operate, troubleshoot and calibrate the Automatic Coarse Screen Filter. This shall be done within ONE (1) DAY.</p>	
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TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE
PROCUREMENT OF SEVEN (7) UNITS BRAND NEW, COMPACT
WITH AUTOMATIC SELF-CLEANING THREAD FILTER MACHINE
AND TWO (2) UNITS AUTOMATIC COARSE SCREEN FILTERS
WITH APPURTENANCES FOR MANOLO FORTICH WATER
SUPPLY IMPROVEMENT PROJECT

Quantity	20 Liters per Second per Unit (7 Units)
Location	MFWD Filtering/Treatment Plant, Dahilayan, Manolo Fortich, Bukidnon

1.0 BACKGROUND

Manolo Fortich Water District (**MFWD**) located at A. Ditona Street, Brgy. Tankulan, Manolo Fortich, Bukidnon was formed by virtue of Resolution No. 48 passed by the Sangguniang Bayan of Manolo Fortich on July 07, 1988. All existing facilities from the local government-administered Manolo Fortich Waterworks System (MFWS) were transferred to the Manolo Fortich Water District. Actual turnover of Manolo Fortich Water District physical facilities was made on September 01, 2004. Manolo Fortich Water District started its operation pursuant to the provisions of PD 198 with its Conditional Certificate of Conformance No. 401 issued on June 19, 1989.

At present, Manolo Fortich Water District has 23 operational deep well pump stations and 6 operational spring sources. Pump 1 is located at Brgy. Alae with 1.26 lps yield. Pump 2, 3, 4, 3, 4, 5, 6, 7 and Pump 8 are located at Brgy. Damilag with total yield of 75.50 lps. Pump 9, and 10 are all located at Brgy. Agusan Canyon with total yield of 14.71 lps. Pump 11, 12, 13, 14, and 15 are all located at Brgy. Tankulan with total yield of 22.39 lps. Pump 16 and 17 are located at Brgy. Diclum with total yield of 1.62 lps. Pump 18 is located at Brgy. San Miguel with a yield of 2.4 lps. Pump 19, 20 and 21 are all located at Brgy Mantibugao with total yield of 12.26 lps. Pump 22 is located at Brgy Lingion with a yield of 1.07 lps. Pump 23 is located at Brgy Lonucan with total yield of 13.00 lps. Spring 1 is located at Brgy. Agusan Canyon with 5.05 lps yield. Spring 2, 3, 4, and 5 are all located at Brgy Diclum with total yield of 13.47 lps. Spring 6 is located at Brgy. Tankulan with 1.26 lps. All deep wells and springs are in a 24-hour daily operation. All 23 pump stations and 6 spring sources convey produced water through main transmission line to fourteen combination concrete and steel tanks at every Barangays which will be distributed by gravity in a network of distribution pipes in the service area.

Manolo Fortich Water District Franchise covers the entire municipality of Manolo Fortich. However, only 11 of the 22 barangays of the municipality of Manolo Fortich and 2 barangays of Cagayan de Oro City are intermittently served with water supply in an average time ranging from 16 to 18 hours a day depending on the elevation of the area.

Clearly, there is a considerable gap between the demand and supply of potable water in the municipality. This is in spite of the most recent addition of 2 pump stations

namely pump 5, and 23. The amount of water from underground aquifer cannot supply the fast-growing demand. In anticipation of population growth and future economic developments, Manolo Fortich Water District is in continuous search for the solution of this water dilemma. From the analysis of the present situation, the only available solution conceivable is to utilize surface water from Agusan River by putting up a Water Treatment Facility to produce potable water. However, this project would entail a huge amount of financial requirement that the Water District cannot bear on its own. Thus, MFWD decided to seek participation from a private entity that will assist MFWD in the realization of this project.

2.0 PROJECT DESCRIPTION

2.1) The **SUPPLIER** shall Design, Finance, Deliver, Install and Commission the Seven (7) units of Brand New, Compact including Automatic Self-Cleaning Thread Filter Machine with stainless tabular framing stand; Install Mainline Steel Pipes, Valves with Appurtenances connecting the seven (7) sets of Thread Filter Machine; Install 166 lps capacity Automatic Coarse Screen Filter and all related Electro-mechanical facilities that will extract water from source duly approved by **MFWD** (Agusan River), process/treat the extracted water to meet the Technical Specifications requirements/standard of the **PHILIPPINE NATIONAL STANDARDS FOR DRINKING WATER (PNSDW 2017)** to supply the required volume. The design and construction of water treatment facility should meet the minimum production capacity of 8,000cu.m/day and maximum of 12,096 cu.m. MFWD shall install a monitoring room equipped with on-line analyzer monitoring system.

2.2) The water treatment/filtering plant of the **SUPPLIER** must have the following facility: Brand New, Compact including Automatic Self-Cleaning Filter Thread Machine with stainless tabular framing stand; install Mainline Steel Pipes, Valves with Appurtenances connecting the seven (7) sets of Filter Thread Machine; Install Automatic Coarse Screen Filter and all related Electro-mechanical facilities.

2.3) The water to be delivered shall be injected directly to **MFWD's** existing water system, particularly stated in the **Annex A** (Interconnection plans and specifications) of this term. The interconnection at the injection points must be provided with Butterfly Wafer Valves, Check Valves, Electro- Magnetic Flowmeter, and other appurtenances which will be supplied, and installed by the **SUPPLIER**.

2.4) All pipelines shall be conformed on the standards set by **LWUA** and **MFWD** (Pipe-laying with-in treatment plant facilities; and specifications). MFWD assigned project engineer shall supervise the activities of the contractor during project implementation to ensure proper workmanship,

2.5) All pipes and appurtenances before the Flow Meter and up to the injection points as stated in Annex A shall be supplied and installed by the **SUPPLIER** with superior quality materials and standard installation procedures. The maintenance of said pipes and appurtenances will be by the **SUPPLIER** expiration of contract.

2.6) The **SUPPLIER** shall ensure no carry-over of thread filter – media to **MFWD** Water Supply System. **MFWD** shall impose penalty of 100% **MFWD** average selling price per cubic meter which shall be automatically and unilaterally deductible from the monthly bill due for the non-compliance of the above requirement.

2.7) The **SUPPLIER** shall bill the **MFWD** monthly on the actual volume of potable water delivered. Any quantity that exceeds the required volume for the day shall not be included in the billing.

2.8) The **SUPPLIER** shall allocate funds for the purpose of both parties' corporate social responsibility (CSR) projects. The implementation of the CSR projects shall be bilateral and agreed by both parties.

2.9) **MFWD** shall secure water rights from the National Water Resources Board (**NWRB**), LAND for the water treatment/filtering plant and secure ROAD RIGHT OF WAY for the pipelines. However, annual water charge, Land Tax and Wealth share shall be shouldered by **MFWD**

MFWD shall also be responsible for securing ECC, DENR PERMIT OF EXTRACTION (purpose: extraction of water solely for the distribution of water to **MFWD**) licenses and/or permit required by the local government unit agency or office for the operation of the water source.

The **SUPPLIER** shall also be responsible for the payment of all national and local taxes, customs, duties, fees and the like whatsoever arising in connection with the project and must procure Government Insurance necessary for the entire facility of the project.

2.11) The **MFWD** will provide Plans, Details, indicating all structures, pipelines, electro-mechanical equipment, and other specifications.

2.12) All physical structures, electro-mechanical equipment, and spare equipment stated in the bidding documents submitted during bidding must be completed, installed and submitted as indicated on the Notice to Proceed.

2.13) The **SUPPLIER** shall submit to **MFWD** the complete set of manpower's organizational structures with qualification standards to assist **MFWD** in the operation of the treatment plant during opening of bids as form part of the Technical Documents.

2.14) **MFWD** shall, at its own cost and expense, engage the services of a DOH-accredited laboratory and **MFWD** to collect samples and to conduct regular analysis of potable water supplied. The original copy of the test results shall be retained daily to **MFWD** for monitoring and a second copy to the **SUPPLIER**.

2.15) To ensure that the quality of potable water is within the required set, both **SUPPLIER** and **MFWD** shall conduct inspection of its potable water as it deems fit and is allowed free and unhampered access to its facilities.

2.18) **MFWD** reserves the right the immediate repeat testing on particular water quality parameters with aesthetic effects, when it is found out to be questionable or to be out of order within six (6) hours there from. When the repeat testing results of the **SUPPLIER** would not accord with **MFWD** laboratory findings, immediate split sampling and testing with other accredited independent laboratory shall be sought by the **SUPPLIER** to resolve the questionable water quality issue. If the water quality parameter in dispute has not been resolved within 24 hours, **MFWD** reserves the right to order for an immediate shutdown of the Filter Machine.

2.19) In case laboratory analysis found to be non-compliance set by **MFWD**, especially but not limited on the standard values for inorganic chemical contents with health significance quality for acceptability aspects, the **SUPPLIER** shall reimburse **MFWD** on the actual cost for the water flushing and disinfection. If the failed water quality parameter has not been resolved within 24 hours, **MFWD** reserves the right to order an immediate shutdown of the Filter Machine.

2.20) **MFWD** may furnish the **SUPPLIER** with results of water quality as required set and LWUA-DOH standards such as but not limited to the following:

- a.) Weekly bacteriological test result on the samples collected at the source, injection/metering point of delivery.
- b.) Annual Physical and Chemical test analysis in compliance with PNSDW-2017 on Color, Turbidity, pH, TDS, Iron, Manganese, Lead, Cadmium, Chloride, Sulfate, Nitrate, Benzene, & Arsenic.
- c.) Annual physical & chemical test analysis on river water quality for Antimony, Boron, Cadmium, Cyanide, Fluoride, Mercury (Total), Nitrite, Organo-phosphorous, Carbamates, Oil & Grease, Aluminum, Copper, Hardness (Total), Hydrogen Sulfide, Sodium, Zinc, Total Coliforms, E. Coli, Hetero-tropic Plate Count, Alkalinity, Salinity, Calcium Hardness (CaCO₃), Magnesium Hardness.

2.21) The **SUPPLIER** must assist **MFWD** to maintain at all times within the turbidity of less than 5 NTU turbidity at test point near the flow meter to be logged in an hourly basis by the **SUPPLIER**'s Operator.

2.23) The total volume of potable water delivered by the **SUPPLIER** shall be measured by two (2) identical battery-operated ultrasonic flow meters with built-in data loggers, both provided by the **SUPPLIER**, and installed in series.

The **SUPPLIER** shall bill **MFWD** based on the total monthly volume registered in the battery-operated ultrasonic flow meter equipped with data logger within the secured areas as accepted by **MFWD**. If the flow meter reading deviates from the $\pm 2\%$ allowable tolerance limit it is considered defective, thus the volume delivered shall be based on the average of the preceding 3 months. Accuracy of the flow meter shall be jointly inspected by **MFWD** and the **SUPPLIER** deemed necessary. The Supplier may provide a spare unit of flow meter (brand new or newly calibrated) to be installed upon pull-out.

2.24) The **SUPPLIER** shall grant full authority to **MFWD** personnel to manage the operation of the treatment plant pertaining to water quality & quantity.

2.25) **MFWD** shall impose a penalty after the three-day grace period equivalent to undelivered water supply requirement based on the Thread Filter machine discharge capacity which shall be deducted to the Monthly Billing Statement.

If the force majeure is due to natural calamities like typhoon, earthquake, and those which are expressly defined by law, which requires a reconstruction of the facilities, the obligations of both parties are suspended for an agreed period based on the joint assessment of the extent of damage or restoration works.

2.26) The **SUPPLIER** will shoulder the repair and replacement of parts in maintaining the water treatment facilities for 15 years.

2.27) At the end of the contract period **SUPPLIER** shall turnover all facilities/assets in good condition and without any cost.

2.28) The **SUPPLIER** shall first conduct free one-day operation to enable the **MFWD** to check and inspect its pipelines for leakages and give the latter sufficient time to correct, rectify or repair any defect in its transmission pipes and equipment at the same time reducing its non-revenue water.

2.29) The **SUPPLIER** shall execute an affidavit that all its previous projects did not incur any problems as to quality and quantity specified by its clients and same shall be submitted during the opening of bids which shall form part of the Technical Documents.

2.30) The **MFWD** should informed the **SUPPLIER** of a shutdown operation of the treatment plant in case of emergency repairs on its pipelines and other facilities. **MFWD** will have three (3) days grace period to undertake repair. In the event that repair will undertake more than three (3) days, **MFWD** will pay the 70% of the Maximum Contract Production for the month, but if the production is more than 70%, **MFWD** has no obligation to the Supplier.

2.32) The **SUPPLIER** shall submit maintenance program of the treatment plant as designed and scheduled by the **SUPPLIER** in a way not to cause shutdown of the operation. If shutdown is inevitable, the **SUPPLIER** is required to submit prior notice 2 days before shutdown schedule. In the case of emergency shut down, the **SUPPLIER** shall inform the **MFWD** immediately the cause of the shutdown and its timeline to resolve the situation.

2.33) The **SUPPLIER** is prohibited from selling bulk water within and outside the service/franchise area of **MFWD**.

2.35) The **MFWD** shall shoulder payment of electric bills and other utilities payable for the operation of the treatment facility during the contract period.

3.0 VOLUME OF WATER

3.1) The **SUPPLIER** shall deliver to **MFWD** potable water of 20 lps/unit of the operational Thread Filter Machine and not less than 14 lps/unit throughout the duration of the contract.

3.2) The total volume of potable water shall be measured by two calibrated Ultrasonic Flow Meters which shall be installed as specified in Annex A (Interconnection plans and specifications). The said flow meter and appurtenances shall be provided, installed and maintained by the **SUPPLIER**.

3.4) To ensure volume calculation accuracy, the flow meter must be calibrated by the **SUPPLIER** every two years and/or when found defective.

3.5) The **SUPPLIER** may maintain an hourly flow meter reading logbook to monitor the effective flow of the plant and may be counter checked anytime by the **MFWD** personnel.

3.6) Both parties shall read the flow meter daily or as may be necessary as determined by both parties.

4.0 PAYMENTS

4.1) The **SUPPLIER** shall conduct reading every last day of the current month. The **MFWD** shall pay in full the **SUPPLIER** its financial obligation not later than Thirty (30) calendar days provided that the billed volume and corresponding amount have been determined accurate and with complete supplemental reports stated in this term of reference. The **SUPPLIER** shall have the right to temporarily shut down operation in the event **MFWD** failed to settle its obligation in three consecutive months and shall only resume operation upon full payment of total outstanding bill.

4.2) The **SUPPLIER** agrees and bind itself to insure **MFWD** for whatever injuries or damages suffered by the latter by reason of the failure, negligence, delay or conduct of the former and/or its employees in the performance of its obligations. For this purpose, **MFWD** shall have the right to withhold payment on any amount due or that become due the **SUPPLIER** to compensate **MFWD** for any damages it suffered.

4.3) It is understood that any payment made by **MFWD** to **SUPPLIER** or the failure of **MFWD** to demand compliance of any of the terms and conditions of the contract shall not be considered as a waiver of the part of **MFWD** for the enforcement of the Agreement or any portion hereof.

4.4) The payment for the **SUPPLIER** for the last billing period of the contract year shall be withheld by **MFWD** pending upon the submission of the following year's performance security which must be submitted thirty (30) days prior to the last day of each contract year. Performance Security shall be renewed annually until the end of the **FIFTEEN YEAR** contract.

4.6) **MFWD** shall impose liquidated damages for the delay in startup of the delivery. Each day delay is subject to penalty of 1/10 of 1% of the total value of each day

of delay. The liquidated damages (LD) must not exceed 10% of the total annual contract value. LD shall be computed as follow,

LD per day = Required CMD X Contract Price per cubic meter. X 0.001

1.0 STEP-IN RIGHTS.

For purposes of assuring continued and uninterrupted supply of treated water.

5.2) This right may be exercised by MFWD in the following cases but not limited to:

A. Failure to correct deviation in the Water Quality parameters set by **MFWD** for Bulk Water for more than 48 hours per cylinder.

B. Complete stoppage of its operations for any reason and for whatever circumstance other than force majeure while such stoppage continued for more than 48 hours.

C. Other circumstances which could adversely affect **SUPPLIER's** ability with this Agreement.

5.3) **MFWD** has the right to enter and manage the water treatment plant facilities for purposes of exercising its Step-In Rights. MFWD shall exercise due care in operating the facilities. On the other hand, the **SUPPLIER** shall be allowed to monitor **MFWD's** operation of water treatment.

5.4) The exercise of this right shall not in any way be construed as a buyout or takeover of the Facilities by **MFWD**.

5.5) **MFWD** shall revert operational responsibility to the **SUPPLIER** at **MFWD's** sole discretion or after the circumstances warranting the exercise of this right shall have ceased.

5.6) The exercise of Step-In Rights by **MFWD** shall not prejudice any penalty imposable upon the **SUPPLIER** in accordance with the provisions of this agreement or any case pending before courts of law or issues subjected to mediation or arbitration proceedings.

6.0 PROJECT RESTRICTION

6.1) The **SUPPLIER** shall not be allowed to sell or donate water to any other person or entity within the territorial jurisdiction of **MFWD**.

7.0 NON-TRANSFERABILITY AND SUBCONTRACTING

7.1) The operation of the facilities shall be operated by the **MFWD**. The **SUPPLIER** shall not transfer, assign, pledge, sub-contract, or make any other disposition of interest in the project. Any transfer, assignment, pledge, sub-contract or any other disposition, shall be sufficient ground for **MFWD** to terminate or cancel the project motu proprio without need or judicial action.

8.0 TERMINATION

The contract may be terminated based on either of the following causes:

- a.) Failure to correct water quality deviations within seven calendar days from receipt of notice of such deviation from **MFWD**.
- b.) Liquidated damages reaching 10% of the total contract price.
- c.) Expiration of the terms of this Agreement
- d.) Failure to deliver the required volume of water for thirty consecutive days due to any circumstances other than those falling under fortuitous event or force majeure.

9.0 DISPUTES AND JURISDICTION

Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, if same cannot be settled amicably, may be submitted for arbitration in accordance with Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004” and the place of arbitration shall be in the Municipality of Manolo Fortich, Bukidnon, Philippines, otherwise said dispute or controversy arising out of the contract or breach thereof shall be submitted to court of law in Municipality of Manolo Fortich, Bukidnon, to exclusion of all other venue.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) The bid security shall be in cash or manager’s check in the amount of not less than Seven Hundred Six Thousand Four Hundred Six Pesos and 40/100 (Php 706,406.40).

Financial Documents

- ☐ (e) 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

- ☐ (f) 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

- ☐ (g) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (h) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

