

PROCUREMENT DOCUMENTS

**Bidding Document for the procurement of**

**DESIGN AND CONSTRUCTION OF  
THE ILUGIN SEWAGE TREATMENT PLANT  
FOR THE PASIG RIVER WASTEWATER CATCHMENT  
PASIG CITY, METRO MANILA**

Issued on: November 2012

**ICB No: WWTP01**

Employer: *Manila Water Company, Inc.*

Country: *Republic of the Philippines*

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# Standard Bidding Document

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# **PART 1**

# **Bidding Procedures**

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# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids **indicated in the Bid Data Sheet (BDS)**, the Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of Plant and Installation Services as specified in Section VI, Employer's Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are **provided in the BDS**.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions, Section VII.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") **indicated in the BDS** has applied for or received financing (hereinafter called "funds") from the World Bank (hereinafter called "the Bank") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
  - 2.3 The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
3. **Fraud and Corruption**
  - 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of

this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>2</sup>;
  - (iii) “collusive practice” is an arrangement between two or more parties<sup>3</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>4</sup> or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

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<sup>1</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>3</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> “Party” refers to a participant in the procurement process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures<sup>a</sup>, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

3.3 Furthermore, Bidders shall be aware of the provision stated in the General Conditions (GC 42.2.1(c)).

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<sup>a</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

<sup>b</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.



- 4. Eligible Bidders**
- 4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture, or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:
- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
  - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, October 2006, (hereinafter referred to as the Guidelines), in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or
  - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid.
  - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or the Borrower as Project Manager for the contract.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.
- 4.5 Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer or the Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.8 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or
  - (b) by an act of compliance with a decision of the United

Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**5. Eligible Plant and Installation Services**

- 5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such Plant and Installation Services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

**Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

**PART 2 Employer's Requirements**

- Section VI. Employer's Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2

### **Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may

be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents  
Comprising the  
Bid**

11.1 The Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Bid
- (b) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 17;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 20;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
- (f) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
- (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (h) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;
- (i) in the case of a bid submitted by a JVA, JVA agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
- (j) List of subcontractors, in accordance with ITB 16.2; and
- (k) any other document **required in the BDS**.

**12. Letter of Bid and  
Schedules**

12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

**13. Alternative Bids**

13.1 **The BDS indicates** whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are

permitted in accordance with ITB 13.3, **or** invited in accordance with ITB13.2 and/or ITB 13.4.

- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer’s requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer’s requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VI, Employer’s Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.
- 14. Documents Establishing the Eligibility of the Plant and Installation Services**
- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 34.
- 16. Documents establishing conformity of the**
- 16.1 The Bidder shall furnish the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders’ proposal to the work

- Plant and Installation Services**
- requirements and the completion time.
- 16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1
- 17. Bid Prices and Discounts**
- 17.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- 17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
- 17.4 Depending on the scope of the Contract, the Price Schedules



may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total bid price(s) to be entered in the Letter of Bid.

Schedule No. 1 Plant (including Mandatory Spare Parts)  
Supplied from Abroad

Schedule No. 2 Plant (including Mandatory Spare Parts)  
Supplied from within the Employer's Country

Schedule No. 3 Design Services

Schedule No. 4 Installation Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

Schedule No. 6 Recommended Spare Parts

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

(a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**

(b) Plant manufactured within the Employer's country (Schedule No. 2):

(i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),

(ii) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder, and

(iii) The total price for the item.

- (c) Design Services (Schedule No. 3).
  - (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids.
  - (e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.
- 17.6 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 17.7 The prices shall be either fixed or adjustable as **specified in the BDS**.
- 17.8 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 17.9 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.
- 17.10 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages).

Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.

17.11 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.

## 18. Currencies of Bid and Payment

18.1 The currency(ies) of the bid shall be, as **specified in the BDS**.

18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

## 19. Period of Validity of Bids

19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.

19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## 20. Bid Security

20.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as **specified in the BDS**, in original form and in the amount **specified in the BDS**.

20.2 A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.

20.3 If a bid security is specified pursuant to ITB 20.1, the bid security shall be a demand guarantee in any of the following

forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

- 20.4 If a bid security is specified pursuant to ITB 20.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 20.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 20.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41; or
    - (ii) furnish a performance security in accordance with ITB 42.

- 20.8 The Bid Security or the Bid Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
- 20.9 If a Bid-Securing Declaration is executed in accordance with ITB 20.7, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.
- 20.10 If a bid security is not required in the BDS, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 19.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

## 21. Format and Signing of Bid

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 21.3 A bid submitted by a JVA shall comply with the following requirements:
- (a) Unless not required in accordance with ITB 4.1 (a), be

signed so as to be legally binding on all partners and

- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.

21.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **Submission and Opening of Bids**

#### **22. Submission, Sealing and Marking of Bids**

22.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 23. Deadline for Submission of Bids**
- 23.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24. Late Bids**
- 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, Substitution, and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 26. Bid Opening**
- 26.1 The Employer shall conduct the bid opening in public, in the presence of Bidders` designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids, and indicating whether there is a modification; the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **Evaluation and Comparison of Bids**

- 27. Confidentiality** 27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with



such process until information on Contract award is communicated to all Bidders.

27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

**28. Clarification of Bids**

28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

**29. Deviations, Reservations, and Omissions**

29.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**30. Determination of Responsiveness**

30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 32. Correction of Arithmetical Errors**
- 32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the

amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

**33. Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS.**

**34. Margin of Preference**

34.1 No margin of domestic preference shall apply.

**35. Evaluation of Bids**

35.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

35.2 The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. **The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non responsiveness.** In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated

in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;

- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

35.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

#### Economic Evaluation

35.4 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.9 or ITB17.10;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.5 If price adjustment is allowed in accordance with ITB 17.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

- 35.6 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.7 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids**
- 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.4 to determine the lowest evaluated bid.
- 37. Eligibility and Qualification of the Bidder**
- 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties,

as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

- 38. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### **Award of Contract**

- 39. Award Criteria**
- 39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online and in dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 40.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 35.7, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a performance security shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is : <i>BID-MWMP-12-01</i>
<b>ITB 1.1</b>	The Employer is: <b>Manila Water Company, Incorporated</b> <b>MWSS Administration Building</b> <b>489 Katipunan Road, Balara</b> <b>Quezon City,</b> <b>Philippines 1105</b>
<b>ITB 1.1</b>	The name of the ICB is: <b>DESIGN AND CONSTRUCTION OF THE ILUGIN SEWAGE TREATMENT PLANT FOR THE PASIG RIVER WASTEWATER CATCHMENT</b>  The identification number of the ICB is: <b>WWTP01</b>  The number and identification of lots (contracts) comprising this ICB is: <b>WWTP01</b>
<b>ITB 2.1</b>	The Borrower is: <b>Land Bank of the Philippines</b>
<b>ITB 2.1</b>	The name of the Project is: <b>Metro Manila Wastewater Management Project (MWMP)</b>
<b>ITB 4.1 (a)</b>	All partners in JV shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms and conditions
<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's contact is the following address is:  Ove Arup and Partners Hong Kong Ltd. (Philippines Branch) 4 <sup>th</sup> floor, Tower 1 Rockwell Business Center, Meralco Compound, Ortigas Avenue, Pasig City, Philippines, 1604  Telephone: +63 2 470 6010 Fax: +63 2 470 6101 Email: <a href="mailto:MAN.Ilugin-STP@arup.com">MAN.Ilugin-STP@arup.com</a>



	<p>Clarifications should be addressed to: Adrian Marsden</p> <p><b>The deadline for clarifications submission is:</b></p> <p>Date : 28 days prior to submission deadline – 22<sup>th</sup> January 2013</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: 4 December 2012  Time: 9.30am  Place: Arup 4<sup>th</sup> floor, Tower 1 Rockwell Business Center,  Meralco Compound, Ortigas Avenue,  Pasig City, Philippines,  1604</p> <p>A site visit conducted by the Employer will be following the pre-bid meeting on 4 December 2012 at 10.30am. Details of how to reach the site will be provided during the pre-bid meeting. Bidders must bring Personal Protective Equipment and your own vehicle.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is <b>English</b> .
<b>ITB 11.1 (k)</b>	<p>The Bidder shall submit with its bid the following additional documents:  Design Information</p> <ul style="list-style-type: none"> <li>• A high level description of the proposed plant and it's operation, including any comments on the process selection and benefits to Manila Water in the short, medium and long term.</li> <li>• Drawings, as a minimum shall be submitted, showing; <ul style="list-style-type: none"> <li>• A process flow schematic diagram (PFD)</li> <li>• A process mass balance diagram</li> <li>• Full process and instrumentation diagrams (P&amp;IDs)</li> <li>• The general arrangement layout of the STP and its facilities including the effluent discharge location</li> <li>• Typical sections of all key structures</li> <li>• Outline civil and structural design of the main plant, structures and buildings with the general arrangement of the structures and plant within the Works with the appropriate number of plans, sections and details of major elements</li> <li>• Equipment layouts</li> <li>• A hydraulic profile (with associated calculations) to demonstrate operations of the plant under low, normal, peak conditions</li> <li>• The control and telemetry architecture</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Electrical single line diagrams demonstrating the overall arrangement and operation of the electrical system</li> <li>• Visualisation of the site</li> </ul> <ul style="list-style-type: none"> <li>• The drawings to be submitted with the bid shall be in size A3 (folded to size A4).</li> <li>• Process calculations;</li> <li>• An outline control philosophy.</li> <li>• A written narrative explaining how the proposed design accommodates introduction of sludge to energy facilities and upgrade of the treatment process to provide the nutrient removal.</li> <li>• A written narrative explaining where, within their design/control arrangements, steps have been taken to minimise energy use and other operational costs.</li> <li>• A short written narrative describing the construction methodology.</li> <li>• A short written narration of the description of the proposal for the educational centre.</li> <li>• A list of specialist and major sub-contractors and vendors to be used on the Works,</li> <li>• At least two (2) end-user certification or performance data which shows that similar sewage treatment systems (treatment capacity at least of 110MLD and sludge treatment at least 20,000 kg dry solids/day) have been satisfactorily operated continuously for at least three (3) years treating similar i.e. municipal waste.</li> <li>• The duly completed and signed Schedule of Performance Guarantees</li> <li>• Evidence that the joint venture/designer holds sufficient Professional Indemnity insurance to undertake these works.</li> <li>• Training Plan.</li> </ul> <p>Management and Personnel</p> <ul style="list-style-type: none"> <li>• Proposed project team organization, in the form of an organization chart.</li> <li>• A Personnel Schedule for all staff to be employed on the Works</li> <li>• Evidence that the Bidder (or at least one partner in the JV) operates the quality and health and safety management system and holds relevant ISO certification.</li> </ul> <p>Work Plan</p> <ul style="list-style-type: none"> <li>• An Equipment Schedule for all the construction equipment to be employed on the Works.</li> <li>• A Work Program of the activities and order in which the Bidder proposes to carry out the Works in the form of a Gantt chart.</li> <li>• A narrative covering the programme and means of achieving the</li> </ul>
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	<p>expected outputs.</p> <ul style="list-style-type: none"> <li>• The Earned Values projection (S-Curve and disbursement plan)</li> <li>• Quality and Safety Management Plan</li> </ul> <p>Equipment /Plant Proposed</p> <ul style="list-style-type: none"> <li>• Full details of all the equipment to be provided by the Bidder</li> <li>• The list of recommended spare parts using Schedule no 6.</li> <li>• A description of where plant and equipment can be maintained from and the levels of support that will be available to Manila Water following the end of the defects period.</li> </ul> <p>Additional information regarding levels of the details required to be provided with the documents listed above is presented in Appendix 0 of the Section IV.</p>
<b>ITB 13.1</b>	Alternative bids are permitted in accordance with ITB 13.3.
<b>ITB 13.2</b>	Alternatives to the Time Schedule shall not be permitted.
<b>ITB 13.4</b>	Not applicable
<b>ITB 17.1</b>	<p>Bidders shall quote for the entire plant and services on a single responsibility basis.</p> <p>The bidders shall also provide:</p> <ul style="list-style-type: none"> <li>• A statement on the capital and operating cost of the equipment in terms of labour, power and chemical consumption and the maintenance requirements including completion of Schedule 7 using the values in the Schedule of Performance Guarantees.</li> <li>• NPV assessment calculated on the basis of the information specified in Section III, Evaluation and Qualification Criteria, Section 1.2 (b).</li> <li>• A Provisional Sum for pricing purposes of variable (power and chemical) costs for operating and maintaining the plant in accordance with the Contract during the 24 month process proving period, based on the Guaranteed Variable Operational Unit Cost from his Schedule of Performance Guarantees applied for the specified design influent flow. The successful Bidder will be reimbursed in the Contract based on the Guaranteed Variable Operational Unit Cost per cubic meter applied to the ACTUAL influent flow in cubic meters.</li> </ul>
<b>ITB 17.5(a)</b>	Named place of destination is: <b>the project site located at M.H. Del Pilar, Barangay, Pinagbuhatan, Pasig City.</b>
<b>ITB 17.5(d)</b>	Named place of final destination is: <b>the project site located at M.H. Del Pilar, Barangay, Pinagbuhatan, Pasig City.</b>
<b>ITB 17.7</b>	The prices quoted by the Bidder shall be: <b>Adjustable.</b>
<b>ITB 18.1</b>	<p>The currency(ies) of the bid shall be as follows:</p> <p>(a) Plant and equipment to be supplied from abroad shall be</p>

	<p>quoted entirely in the currency of any country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than two currencies from any country.</p> <p>(b) Plant and equipment to be supplied from within the Employer's country shall be quoted in the currency of the Employer's country – Philippine Peso.</p> <p>(c) Design and installation services shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred.</p>
<b>ITB 19.1</b>	The bid validity period shall be <b>120 calendar</b> days.
<b>ITB 20.1</b>	<p>Bid shall include a bid security (issued by bank or surety):</p> <p>The amount of the bid security shall be Php <b>50,000,000</b> or its equivalent in a convertible currency.</p>
<b>ITB 20.3 (d)</b>	No other forms of bid securities to those listed in ITB 20.3 (a) through (c) are acceptable.
<b>ITB 20.10</b>	N/A
<b>ITB 21.1</b>	In addition to the original of the bid, the number of copies is: <b>One (1)</b>
<b>ITB 21.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Special Power of Attorney or Secretary's Certificate if a Corporation</i>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>Bidders <b>do not</b> have the option of submitting their bids electronically. However Bidders are required to include in their submissions an electronic versions (CD file) of the following:</p> <ul style="list-style-type: none"> <li>• bid documents in pdf format</li> <li>• copy of the words/costs in MS word/excel format</li> </ul>
<b>ITB 23.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is :</p> <p>Manila Water Company Incorporated  MWSS Administration Building  489 Katipunan Road, Balara  Quezon City,  Philippines 1105</p> <p>Attention: Ms Cristina Estandarte,  Senior Manager, Contracts and Vendor Management Department</p>

	<p><b>The deadline for bid submission is:</b></p> <p>Date : 19<sup>th</sup> February 2013</p> <p>Time : <i>until 2:00 pm</i></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Manila Water Company Incorporated  MWSS Administration Building  2<sup>ND</sup> Floor, MWCI Office  489 Katipunan Road, Balara  Quezon City,  Philippines 1105</p> <p>Date: 19<sup>th</sup> February 2013</p> <p>Time: <i>2:00 pm</i></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 33.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Philippine Peso (PhP)</b></p> <p>The source of exchange rate shall be: <b>Bangko Sentral ng Pilipinas</b></p> <p>The date for the exchange rate shall be: <b>Three (3) working days prior to the deadline for submission of the Bids and that is 14<sup>th</sup> February 2013.</b></p>
<b>ITB 42.1</b>	<p>If the performance security furnished by the successful Bidder is in the form of a bond, the bonding or insurance company shall undergo the accreditation process of the Broker of Employer for bonds and insurances.</p>

## **Section III. Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

## 1. Evaluation

### 1.1 Technical Evaluation

In addition to the criteria listed in ITB 35.2 (a) – (c) the following factors shall apply:  
None

### 1.2 Economic Evaluation

The following factors and methods will apply:

#### (a) Time Schedule:

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement shall be included with the total duration of the construction Contract. The total duration of the construction Contract shall be nine hundred thirteen (913) calendar days counted from the Effective Date to Operational Acceptance of Work.

No credit will be given for earlier completion.

#### (b) Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedule Nos. 1 and 2, as well as on past experience of the Employer or other employers similarly placed. Such costs shall be considered during the bid evaluation to determine the lowest evaluated bid. For evaluation, the Bidders shall adopt the flow (ADWF) as specified in Schedule 7 Summary Operational Costs (with the 4 hours peak flow) and the raw sewage quality as specified in the Table 3 of the Employer Requirements for the O&M cost estimation.

#### Operating Cost

The Contractor is required to clearly outline his expected operational costs resulting from the optimized operation of the treatment process. All costs shall be quoted in Philippine Peso (PhP). The following elements are required to be considered:

- Site & Labour - The Contractor is required to identify the likely manning levels for the proposed treatment process. The proposed staffing levels on site shall be outlined in the schedule 7.1. For the purpose of the estimation, the following labour costs shall be assumed:

General labour	9,500 pesos/person/month
Maintenance team (Fitter, Electrician, ICA, other: trained staff)	13,500 pesos/person/month

Process Controllers (Trained staff)	16,500 pesos/person/month
Team Management (Operations)	21,500 pesos/person/month
Administration / Accounts	16,500 pesos/person/month
Plant Management	26,500 pesos/person/month
Additional staff costs (out of hours)	13,500 pesos/person/month
Others - include any other site staff	9,500 pesos/person/month

- Power - The Contractor shall be required to estimate the annual cost for the operation of the treatment plant in terms of power consumption – Schedule 7.2. The Contractor shall be required to provide the following based on a Power cost of 8.0 PHP/ kWh.
- Capital Maintenance - It is recognized that a degree of capital replacement shall be required. The Contractor is required to identify the maximum level of capital replacement for the initial five (5) years of operation and an estimate for succeeding years. This shall be identified as a % figure of the overall tendered cost – Schedule 7.3.
- Disposal Costs - The Contractor shall identify the associated costs with sludge and skip disposal and should be outlined in the schedule 7.4.
- Chemical Costs - the Contractor shall be required to estimate the annualized cost for the operation of the treatment plant in terms of chemical consumption. The Contractor shall be required to provide the following based on local supplier costs for chemical supply (inclusive of delivery to site) – schedule 7.5. Following information regarding cost of the chemicals shall be used.

#### Chemical Cost Database:

Product	Unit Qty	Grade	Purpose	Unit Price(Peso)*
Caustic Soda Liquor	Pump Over 1,000 ltrs	47% Rayon Grade	Ph Adjustment	26520 /1500 kg
Caustic Soda Liquor	Tonne	47% Rayon Grade	Ph Adjustment	14880 /tonne
Caustic Soda Liquor	25 ltr	32% comm grade	Ph Adjustment	585 / 34 kg
Caustic Soda Liquor	30 ltr	32% comm grade	Ph Adjustment	564 / 41 kg
Caustic Soda Liquor	Pump Over 1,000 ltrs	32% diaphram grade	Ph Adjustment	28062 /1350 kg
Chlorine	980kg Drum		Oxidant / Disinfectant	47564 / 980 kg
Chlorine	33kg cylinders		Oxidant / Disinfectant	6118 / 33kg
Chlorine	71kg cylinders		Oxidant / Disinfectant	10120 / 71kg
D-Chlor	21kg Drum		Dechlorination	4872 /21 kg
Ferric Chloride	Tonne	38-42%	Coagulation	9600 /tonne
Ferric Chloride	Pump Over	38-42%	Coagulation	12000 /1250kg



<b>Product</b>	<b>Unit Qty</b>	<b>Grade</b>	<b>Purpose</b>	<b>Unit Price(Peso)*</b>
Ferric Sulphate Solution	Tonne	12.50%	Coagulation	9360 /tonne
Ferric Sulphate Solution	IBC	12.50%	Coagulation	19520 /
G A Carbon	25kg	Pulsorb	DOC Removal	2870 / bag
G A Carbon	m3		DOC Removal	21840 /m3
Golkem	500kg	A24	Flocculation	80000 / 500kg
Golkem	25 kg	A155	Flocculation	4280 / 25kg
Hydrated Lime	16 Tonne	W Grade	Ph Adjustment	11104 /tonne
Hydrated Lime	25kg bags	W Grade	Ph Adjustment	11104 /tonne
Hydrated Lime	10 Tonne	W Grade	Ph Adjustment	12982 /tonne
Hydrogen Peroxide	1,000 ltr		Oxidation	
Kalic	14 Tonne loads	Calcium Hydroxide Suspension	Ph Adjustment	7608 /tonne
Kalic	27 Tonne loads	Calcium Hydroxide Suspension	Ph Adjustment	6927 /tonne
Kalic	12 Tonne loads	Calcium Hydroxide Suspension	Ph Adjustment	9180 /tonne
Kalipol	850kg	C40	Coagulation	45200 /tonne
Magnafloc	25kg	LT25	Flocculation	5160 / 25kg
Nalco 8105	850kg		Coagulation	237320 /850kg
PAC	23 Tonne	18%	Coagulation	13600 /tonne
Phosphoric Acid	30 ltr	75%	Plumbosolvency Control	5360 / 48kg
Phosphoric Acid	Pump Over 1,000 ltr	75%	Plumbosolvency Control	176960 / 1585 kg
Polyelectrolyte	25kg	Superfloc A100PWG/A110P WG	Flocculation	5260 / 25kg
Potassium Permanganate	25kg	T Xtls	Oxidation	10800 / 25kg
Potassium Permanganate	25ltr drum		Oxidation	3880 /25ltr
Salt PVD	tonne		Oxidant / Disinfectant	
Soda Ash	25kg	Sodium Carbonate Light	pH Adjustment	644 /25kg
Sodium Bi-Sulphite	25 ltr	23%	Dechlorination	657 /33 kg
Sodium Bi-Sulphite	30 ltr	23%	Dechlorination	685 /40 kg
Sodium Bi-Sulphite	1000ltr Pump Over	20%	Dechlorination	22700 / 1250kg
Sodium Thiosulphate	25kg	Photo grade	Dechlorination	968 / 25kg
Sodium Thiosulphate	25kg Bag		Dechlorination	1337 /
Sulphur Dioxide	65kg	101639-BD	Dechlorination	7991 /
Sulphur Dioxide	865kg	101644-ST	Dechlorination	65394 /
Sulphuric Acid	30 ltr / 55kg	98%	Ph Adjustment	871 / 55 kg
Sulphuric Acid	Bulk	96%	Ph Adjustment	9040 /tonne
ULB Sodium Hypochlorite	1000ltr Pump Over	14-15% with Calgon	Disinfectant	19879 /1255 kg
ULB Sodium	25 ltr drum	14-15% with Calgon	Disinfectant	491 / 31 kg

Product	Unit Qty	Grade	Purpose	Unit Price(Peso)*
Hypochlorite				
ULB Sodium Hypochlorite	30 ltr drum	14-15% with Calgon	Disinfectant	602 / 38 kg
ULB Sodium Hypochlorite	Tonne	Inhibited	Disinfectant	12800 /tonne
Waterfloc 312	25kg		Flocculation	6370 /25kg
Quick lime	1 ton	90%	Sludge Stabilization	5700/tonne
Aluminum Sulfate	50 kg	15%	Coagulation	10000/50 kg
Cationic Polymer	kg	100%	Sludge Thickener	100/kg
Anionic Polymer	kg	100%	Sludge	100/kg

\* Prices shown at source and does not include delivery charges to STP site.

Summary Operational Costs should be presented in the Schedule 7 – Summary Operational Cost.

### (c) Net Present Value

The Net Present Value will be calculated based on the following formula;

$$NPV = CAPEX + \sum_{1}^{10} \frac{OPEX}{(1 + \text{discount rate}^{\text{year number}})}$$

For evaluation purpose the Net Present Value of the contract will be estimated on the Total Construction cost (or CAPEX) – Schedule 5 and Total Operational Cost (or OPEX) – Schedule 7. The following costs factors will be applied to the Operational Costs (only).

- (i) number of years for life assessment - 10 years
- (ii) life time for civil elements – 50 years, life time for mechanical equipment (pumps, mixers) – 20 years, mechanical equipment (blowers) – 15 years, aeration system diffusers – 5 years and electrical installation – 10 years.
- (ii) rate of 9% used to discount to present value all annual future costs calculated under Schedule 7 above for the specified period in (i).

The price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation.

### (d) Functional Guarantees of the Plant and Installation Services

The Contractor shall comply with the functional performance requirements specified in the Part 2 – Employer Requirements, and Section 3 of Appendix 8 of the Contract Documents.

All contractors will be required to state this minimum guarantee without exception as a strict non-negotiable requirement for compliance.

**1.3** Technical alternatives allowed for disinfection only, are invited in accordance with ITB 13.3, will be evaluated as follows:

- Completeness of the presented data
- Detailed breakdown of the capital and operational cost of the disinfection
- After sale support available locally (in the Philippines or East Asia region i.e Singapore or Hong Kong), as a minimum suppliers are required to provide a written statement as to their support, which says where they are based, how many service staff they have and where parts are.

## **2. Qualification**

### **2.1 Update of Information**

The Bidder and any subcontractors shall meet or continue to meet the criteria used at the time of prequalification. Updating and reassessment of the following information which was previously considered during prequalification will be required:

- (a) Eligibility
- (b) Pending Litigation
- (c) Financial Situation
- (d) Contractor's License"

### **2.2 Financial Resources**

Using the relevant Form No FIN3.3 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

- (i) the following cash-flow requirement: Php 972.4 million or equivalent to USD 22.1 and
- (ii) the overall cash flow requirements for this contract and its current works commitment.

### **2.3 Personnel**

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	Experience in Similar Work (years)	Spoken and written English	Notes
1	Project Director	15	15	Fluent	
2	Project Manager	15	10	Fluent	
3	Design Co-ordinator/Design Manager	10	8	Fluent	The successful party shall have a defined individual who is responsible for ensuring the integration of all design elements. It is expected that this individual be experienced in all aspects of waste water treatment design and construction.
4	Process design engineer	10	8	Good	Wastewater process design experience
5	Structural design engineer	10	5	Good	Seismic design experience
6	Mechanical design engineer	10	5	Good	
7	Electrical design engineer	10	5	Good	
8	Control/ICA design engineer	10	5	Good	
9	Construction Manager	15	10	Fluent	
10	Procurement Manager	10	8	Fluent	
11	Commissioning Manager	15	10	Fluent	Experience of commissioning process, mechanical, electrical and control systems within a waste water environment
12	Civil/Structural Construction Supervisor	10	5	Good	
13	Mechanical Installation Supervisor	10	5	Good	
14	Electrical Installation Supervisor	10	5	Good	
15	Project Planner	10	5	Fluent	
16	Quantity Surveyor	10	5	Fluent	
17	H&S and Environmental Advisor	10	5	Good	

18	STP Operation Manager	15	10	Fluent	Experience in operating the STPs Ability to deliver training
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The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

Employer reserves the right to not award the Contract if key staff, as named in the proposal or alternative of the equal or higher qualification, is not available at the time of the project award; as the staffing requirements forms key criteria in the assessment of the proposal

## 2.4 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required	Minimum Capacity
1	Sheet Piling Equipment	1	Drive 12m sheet pile
2	Heavy lift crane	2	10 ton
3	Service Truck	4	7.5 ton
4	Dump Truck	3	6m <sup>3</sup>
5	Backhoe	3	200 Bucket
6	Filtrate pump	4	4"
7	Compressor	4	250cfm
8	Generator Set	2	50kW
9	Truck Mixer/ Bag mixer	3	4m <sup>3</sup>
10	Vibratory Hammer	3	90kW
11	Welding Machine	2	500Amp

It is understood that the Bidder, may not own the specialized items of equipment, and may rely on specialist subcontractors. In such cases the Bidder is required to provide information about the specialist subcontractors intended to be used on the project, that can demonstrate availability of the equipment as specified above.

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

## 2.5 Subcontractors/manufacturers

Subcontractors/manufacturers for major items of supply or services identified in the prequalification document must meet or continue to meet the minimum criteria specified therein for each item.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the

Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.



# Section IV. Bidding Forms

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## Letter of Bid

### Letter of Bid

Date: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To:

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We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8 \_\_\_\_\_;
- (b) We offer to \_\_\_\_\_, in conformity with the Bidding Document, the following Plant and Installation Services: \_\_\_\_\_
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: \_\_\_\_\_, ( \_\_\_\_\_), **and** \_\_\_\_\_, ( \_\_\_\_\_)
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3;
- (i) We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3, except for alternative offers permitted under ITB Clause 13;

- (j) We, including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5;<sup>5</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_

<sup>5</sup> Bidder to use as appropriate

## Schedules of Rates and Prices

### Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Abroad

Item	Description	Code <sup>1</sup>	Qty. (1)	Unit Price <sup>2</sup>		Total Price <sup>2</sup> (1) x (3)
				(2)	CIP (3)	
1.1	Administration Building Services & Fit Out		L.S.	L.S	N/A	LS
1.2	Coarse screens					
<b>1.3</b>	Fine screens					
1.4	Screens handling & treatment plant					
1.5	Grit handling & treatment plant					
1.6	Fat oil & grease removal plant					
1.7	Primary settlement plant					
1.8	Blowers & aeration plant					
1.9	Secondary settlement/decanting plant					
1.10	Recirculation/pumping plant					
1.11	Sludge treatment plant					
1.12	Chemical dosing plant					
1.13	Disinfection plant					
1.14	Pumps					
1.15	Penstocks, valves, pipework & fittings					
1.16	Actuators & VFDs					
1.17	Generator & fuel storage					
1.18	Instruments					
1.19	SCADA hardware & software					
1.20	Cabling, inc ductworks, trays & supports					
1.21	Transformers & Switchgear					
1.22	Motor Control Centres					
1.23	Local Control Panels					
1.24	Site lighting					
1.25	Heating, Ventilation & AC (excluding admin building)					
1.26	Cover systems for tanks & chambers, associated ductwork & ventilation plant					
1.27	Odor control plant					
1.28	Handrailing, ladders & walkways Contractor to list other items necessary to complete the requirements of the Contract					
<b>TOTAL (to Schedule No. 5. Grand Summary)</b>						
Name of Bidder _____  Signature of Bidder _____						

<sup>1</sup> Bidders shall enter a code representing the country of origin of all imported plant and equipment.

<sup>2</sup> Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.  
If equipment is not applicable to design or will be supplied locally, quantity should be specified as 0.

### Country of Origin Declaration Form

Item	Description	Code	Country

## Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

Item	Description	Qty. (1)	EXW Unit Price <sup>1</sup> (2)	EXW Total Price <sup>1</sup> (1) x (2)
2.1	Administration Building Services & Fit Out	L.S.	L.S.	L.S.
2.2	Coarse screens			
2.3	Fine screens			
2.4	Screens handling & treatment plant			
2.5	Grit handling & treatment plant			
2.6	Fat oil & grease removal plant			
2.7	Primary settlement plant			
2.8	Blowers & aeration plant			
2.9	Secondary settlement/decanting plant			
2.10	Recirculation/pumping plant			
2.11	Sludge treatment plant			
2.12	Chemical dosing plant			
2.13	Disinfection plant			
2.14	Pumps			
2.15	Penstocks, valves, pipework & fittings			
2.16	Actuators & VFDs			
2.17	Generator & fuel storage			
2.18	Instruments			
2.19	SCADA hardware & software			
2.20	Cabling, inc ductworks, trays & supports			
2.21	Transformers & Switchgear			
2.22	Motor Control Centres			
2.23	Local Control Panels			
2.24	Site lighting			
2.25	Heating, Ventilation & AC (excluding admin building)			
2.26	Cover systems for tanks & chambers, associated ductwork & ventilation plant			
2.27	Odor control plant			
2.28	Handrailing, ladders & walkways			
	Contractor to list other items necessary to complete the requirements of the Contract			
TOTAL (to Schedule No. 5. Grand Summary)				
Name of Bidder _____  Signature of Bidder _____				

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

If equipment is not applicable to design or will be supplied from abroad, quantity should be specified as 0.

### Schedule No. 3. Design Services

Item	Description	Qty. <i>(1)</i>	Unit Price <sup>1</sup>		Total Price <sup>1</sup> <i>(1) x (2)</i>
			Local Currency Portion <i>(2)</i>	Foreign Currency Portion <i>(optional)</i>	
<b>A.</b>	Design of a Sewage Treatment Plant	L.S.	L.S.	N/A	L.S.
TOTAL (to Schedule No. 5. Grand Summary)					
Name of Bidder _____  Signature of Bidder _____					

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

### Schedule No. 4. Installation and Other Services

Item	Description	Qty.  (1)	Unit Price <sup>1</sup>		Total Price <sup>1</sup>	
			Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign  (1) x (2)	Local  (1) x (3)
		L.S.	N/A	L.S.	N/A	L.S.
<b>4.1</b>	Mobilization/Demobilization					
<b>4.2</b>	Project Preparation and Site Development Works (total from Project Preparation Site Development Works breakdown – schedule 4.2)					
<b>4.3</b>	Full Contractual Compliance (bonds and insurances, permits and clearances)					
<b>4.4</b>	Regulatory, Implementation of Construction Safety, Health Program and Quality Management Systems					
<b>4.5</b>	Project Management					
<b>4.6</b>	Performance Security					
<b>4.7</b>	Operation and Maintenance Manuals					
<b>4.8</b>	Training Requirements					
<b>4.9</b>	Civil Construction (Total from Civil Works breakdown – schedule 4.10)					
<b>4.10</b>	Miscellaneous (Total from Miscellaneous breakdown – schedule 4.10)					
<b>4.11</b>	Installation of Mechanical, Electrical & Control Equipment & Mandatory Spare Parts (as per Schedule 1 or/and Schedule 2)					
<b>4.12</b>	Testing Requirements (Tests on Conditional Acceptance)					
<b>4.13</b>	Fixed Operational Cost for Process Proving Period (See Note2)					
<b>4.14</b>	Variable Operational Cost for Process Proving Period (Provisional Sum) (see Note 3)					
<b>4.15</b>	Testing Requirements (During Process Proving)					
<b>4.16</b>	Contractor to list other items necessary to complete the requirements of the Contract					
TOTAL (to Schedule No. 5. Grand Summary)						

Name of Bidder \_\_\_\_\_



Signature of Bidder _____
---------------------------

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

<sup>2</sup> This item shall cover the Bidder's own fixed cost for operating and maintaining the plant in accordance with the Contract.

<sup>3</sup> For pricing purposes, the Bidder shall base this on the Guaranteed Variable Operational Unit Cost from his Schedule of Performance Guarantees applied for the specified design influent flow. The successful Bidder will be reimbursed in the Contract based on the Guaranteed Variable Operational Unit Cost per cubic meter applied to the ACTUAL influent flow in cubic meters.

Each Item in the Contract Price Breakdown shall be clearly identifiable sections of work and related to the items in the Works Program, Activity Schedule and the Payment Schedule. The Bidder may expand each Item into as many Sub-Items, clearly described, as he wishes to allow identification of tangible completion of the items of work.

## Schedule No. 4.2 Project Preparation and Site Development Works

Item	Description	Qty. <i>(1)</i>	Unit Price <sup>1</sup>		Total Price <sup>1</sup>	
			Foreign Currency Portion <i>(2)</i>	Local Currency Portion <i>(3)</i>	Foreign <i>(1) x (2)</i>	Local <i>(1) x (3)</i>
		L.S.	N/A	L.S.	N/A	L.S.
<b>4.2.1</b>	Site clearance/grubbing and fencing incl. required signage					
<b>4.2.2</b>	Contractor's temporary office					
<b>4.2.3</b>	Employer's/Engineer's temporary office incl. equipment					
<b>4.2.4</b>	Site security					
<b>4.2.5</b>	Temporary utilities (power, water, telecom, sewage)					
<b>4.2.6</b>	Site clean-up and Restoration					
<b>4.2.7</b>	Topographical survey					
<b>4.2.8</b>	Ground Investigation Services					
	Contractor to list other items necessary to complete the requirements of the Contract					
<b>TOTAL (to Schedule No. 4. Installation and Other Services)</b>						
Name of Bidder _____  Signature of Bidder _____						

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

### Schedule No. 4.9 Civil Works Breakdown

Item	Description	Qty.  (1)	Unit Price <sup>1</sup>		Total Price <sup>1</sup>	
			Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign  (1) x (2)	Local  (1) x (3)
		L.S.	N/A	L.S.	N/A	L.S.
<b>4.9.1</b>	Excavation, backfilling and disposal					
<b>4.9.2</b>	Ground improvement and piling					
<b>4.9.3</b>	Tanks and other structures <sup>2</sup>					
<b>4.9.4</b>	Pumping Stations <sup>2</sup>					
<b>4.9.5</b>	Roads, Pavements, Parking space					
<b>4.9.6</b>	Site Pipework and associated ancillaries					
<b>4.9.7</b>	Trenches, Pipework and associated ancillaries installation					
<b>4.9.8</b>	Buildings <sup>2</sup>					
<b>4.9.9</b>	Chambers and Plinths					
<b>4.9.10</b>	Boundary wall, fence and gates					
<b>4.9.11</b>	Landscaping					
<b>4.9.12</b>	Site Works					
<b>4.9.13</b>	Final effluent line incl. Outfall structure and River Crossing					
	Contractor to list other items necessary to complete the requirements of the Contract					
<b>TOTAL (to Schedule No. 4. Installation and Other Services)</b>						

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

<sup>2</sup> Key items under this heading should be defined individually.

### Schedule No. 4.10 Miscellaneous

Item	Description	Qty.  <i>(1)</i>	Unit Price <sup>1</sup>		Total Price <sup>1</sup>	
			Foreign Currency Portion  <i>(2)</i>	Local Currency Portion  <i>(3)</i>	Foreign  <i>(1) x (2)</i>	Local  <i>(1) x (3)</i>
		L.S.	N/A	L.S.	N/A	L.S.
<b>4.11.1</b>	Permanent power connection					
<b>4.11.2</b>	Permanent water connection					
<b>4.11.3</b>	Permanent Telecommunication connection					
	Contractor to list other items necessary to complete the requirements of the Contract					
TOTAL (to Schedule No. 4. Installation and Other Services)						

<p style="text-align: right;">Name of Bidder _____</p> <p style="text-align: right;">Signature of Bidder _____</p>
--

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1.

### Schedule No. 5. Grand Summary

Item	Description	Total Price <sup>1</sup>	
		Foreign	Local
	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad		
	Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the Employer's Country		
	Total Schedule No. 3. Design Services		
	Total Schedule No. 4. Installation and Other Services		
	<b>TOTAL (to Bid Form)</b>		
<div style="margin-left: 40px;"> <p>Name of Bidder _____</p> <p>Signature of Bidder _____</p> </div>			

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1. Create and use as many columns for Foreign Currency requirement as there are foreign currencies



### Schedule 7 Summary Operational Costs

Operation Year			1	2	3	4	5	6	7	8-10
ADWF* (MLD)			20	52	52	85	125	125	125	165
Operational costs	Parameter:	Fixed or Adjustable								
Table 7.1	Site & Labour	Fixed								
Table 7.2	Power	Part adjustable on flow								
Table 7.3	Capital Maintenance	Fixed to Maximum value								
Table 7.4	Disposal	Adjustable on flow								
Table 7.5	Chemicals	Part adjustable on flow								
Total Annual OPEX										
Cost per m3										

\* The ADWFs shown here are only for Operation Costs evaluation purpose. The flows as shown here are not the actual guaranteed flow.

### Schedule 7.1 Site & Labor Costs

Cost type	Total staff:	Annual Salary:	Cost /annum
Site sundries (Vehicles; non process machinery etc)	n-a	n-a	
General labour (2 shifts; 8 hour day)			
Maintenance team (Fitter, Electrician, ICA, other: trained staff)			
Process Controllers (Trained staff)			
Team Management (Operations)			
Administration / Accounts			
Plant Management			
Additional staff costs (out of hours)			
Others - include any other site staff			
Total Cost per annum			

### Schedule 7.2 Annual Power Cost

Power Usage	Assumed daily unit value	kWhr/day	Cost/annum
Base Power (not influenced by inlet flow)	n-a		
Liquid Treatment (kWh/m <sup>3</sup> )	as per note 1 m <sup>3</sup> /d		
Sludge Treatment (kWh/tD)	* _____ tDS/d		
Total Cost per annum			

### Schedule 7.3 Maintenance Cost

	Maximum per annum spend on Maintenance parts.	Cost/annum
Years 1, 2, 3, 4, 5	* _____ %	*
Years >5 years operation (up to a maximum of 10 years operation)	* _____ %	*

### Schedule 7.4 Waste and Sludge Disposal Cost

	Amount generated /m <sup>3</sup>	Amount generated/ yr	Disposal cost	Cost/annum
Screening waste			1,810 pesos/m <sup>3</sup>	*
Process sludge			490 pesos/m <sup>3</sup>	*
Total cost				



### Schedule 7.5 Consumables/ Chemicals Cost

Chemical	Schedule of Guarantee Table reference:	Daily consumption	Bulk Chemical cost	Cost/annum
*_contractor to complete_____				
Total cost				

**Note 1:**

Bidder to subsidiary table and graph showing Annual Opex items at 20, 52, 85, 125 and 165 MLD plant operations.

## Price Adjustment

Prices are subject to adjustment during performance of the Contract.

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \times \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$P_1$  = adjustment amount payable to the Contractor

$P_0$  = Contract price (base price)

$a$  = percentage of fixed element in Contract price ( $a = \%$ )

$b$  = percentage of labor component in Contract price ( $b = \%$ )

$c$  = percentage of material and equipment component in Contract price ( $c = \%$ )

$L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively

$M_0, M_1$  = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

*N.B.*  $a+b+c= 100\%$ .

### Conditions Applicable To Price Adjustment

The Bidder shall indicate the source of labor and materials indices and the base date indices in its bid.

Item	Source of Indices Used	Base Date Indices
------	------------------------	-------------------

The base date shall be the date thirty (28) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

(a) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.

(b) If the currency in which the Contract price,  $P_0$ , is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

(d) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.

(e) The total adjustment (plus or minus) shall be subject to a ceiling amount of ten percent (10 %) of the Contract price.

## **Technical Proposal**

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Plant
6. Contractor's Equipment
7. Personnel
8. Proposed Subcontractors for Major Items of Plant and Installation Services
9. Others

## **1. Site Organization**

## **2. Method Statement**

### **3. Mobilization Schedule**

## **4. Construction Schedule**



### 5. Plant

Equipment to be Employed on the Works

Equipment Type	Quantity	Owner	Scheduled on Site	Standby

- b)          Notes:
- c)          Equipment Type: Provide description, capacity, make, model and year of manufacture
- d)          Owner: Enter (a) for bidder owned and available equipment, (b) for equipment to be hired, or (c) for equipment to be purchased.
- f) Scheduled on Site: Enter dates from/to by month/year, e.g. Jan 08/Mar 09.

## Contractor's Equipment

### Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## Form FUNC

The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in para. 1.2 (c) of Section III. Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

<b>Required Functional Guarantee</b>	<b>Required Value of Functional Guarantee of the Plant and Equipment</b>	<b>Value of Functional Guarantee of the Proposed Plant and Equipment</b>
<b>Final Effluent Discharge Quality</b>		
Color	150 PCU	
pH	6.5-9	
Temperature, ° C rise	3 ° C	
COD	80 mg/L	
5-day 20° C BOD	40 mg/L	
Total Suspended Solids	50 mg/L	
Oil and Grease	4 mg/L	
Surfactants	4 mg/L MBAS	
Total Coliform	8,000 MPN/100ml	
Residual chlorine level	0.2 - 0.5 Mg/l	
<b>Sludge Disposal and Transport Quality</b>		
Sludge Dry Solids Content	≥ 25% DS	
Stabilization to produce sludge pH as required for at least 30 minutes	11-13 pH	
<b>Odor Discharge Standards</b>		
Ammonia (at the stack)	0. 5ppm	
Ammonia (at the site boundary)	0. 28ppm	
Hydrogen Sulfide (at the stack)	0.10ppm	
Hydrogen Sulfide (at the site boundary)	0.02ppm	
<b>DENR Standards for Noise Levels in General Areas</b>		
Day Time (9 am - 6 pm)	55 dB(A)	
Morning/Evening (5 am - 9 am)/(6 pm - 10 pm)	50 dB(A)	
Nighttime (10 pm - 5 am)	45 dB(A)	
Noise Standards 1m away from operating unit	85 dB(A)	
<b>Chemical Consumption: Liquid Treatment Process Consumption</b>		
*Sodium hypochlorite	At 7-9%,	

	aver daily consumption – l/m3	
As per contractor's design		
Chemical Consumption: Odour Control		
Chemical (to be inserted by the Tender)	Bulk Solution strength, Average daily consumption (l/day)	
Chemical Consumption: Sludge treatment		
Chemical (to be inserted by the Tender)	Contractor's guaranteed value (kg active substance/metric tonne tDS)	
Power Consumption (at average 165MLD)		
Liquid treatment process power usage	* kWh/m3	
Sludge processing power usage	* kWh/tDS	
Inlet Pumping Unit/s	* kWh/m3	
Design levels for Odour Control unit		
H <sub>2</sub> S concentration (Average Condition)	*ppm	
H <sub>2</sub> S concentration (Peak Condition)	*ppm	
Ammonia concentration (Average Condition)	*ppm	
Ammonia concentration (Peak Condition)	*ppm	
Operational Cost Guarantee for Odour Control unit		
Operational Cost of Odour Control unit within the proposed design value	*PhP/year	
Operational Cost of Odour Control unit higher the proposed peak design value	*PhP/year	

## Personnel

### Form PER -1

## Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

\*As listed in Section III.

**Form PER-2**

**Resume of Proposed Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position</b>			
<b>Personnel information</b>	<b>Name</b>		<b>Date of birth</b>
	<b>Professional qualifications</b>		
	<b>Years of experience</b>		<b>Years of specific experience</b>
<b>Present employment</b>	<b>Name of employer</b>		
	<b>Address of employer</b>		
	<b>Telephone</b>		<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>		<b>E-mail</b>
	<b>Job title</b>		<b>Years with present employer</b>
	<b>Command of English</b>		

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>

List of Personnel to be Employed on Site

Job/Trade Description	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Total Manual												
Total Professional												
Total Personnel/Mo												
Total Man Days												

Job/Trade Description	Month											
	13	14	15	16	17	18	19	20	21	22	23	24
Total Manual												
Total Professional												
Total Personnel/Mo												
Total Man Days												

Job/Trade Description	Month											
	25	26	27	28	29	30	31	32	33	34	35	36

Total Manual												
Total Professional												
Total Personnel/Mo												
Total Man Days												



## Proposed Subcontractors for Major Items of Plant and Installation Services

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

Major Items of Plant and Installation Services	Proposed Subcontractors/Manufacturers	Nationality

A following information about the major items of the Plant and Equipment shall be provided:

Form 5a: Major Equipment to be Supplied for the Works

Submersible Sewage Pumps	Unit	Information
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer of pump		
Type of pump and impeller type		
Capacity	M <sup>3</sup> /h	
Head	m	
Efficiency of pump at duty point	%	
Input power on shaft	kW	
Name of manufacturer of motor		
Shaft output	kW	
Power factor, lagging		
Rating of capacitors if necessary		
Motor rated power	kW	
Motor efficiency	%	
Any other pertinent information		
Coarse Screens	Unit	Information
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Width	m	

Maximum capacity	m <sup>3</sup> /h	
Motor rated power	kW	
Motor efficiency	%	
Any other pertinent information		
<b>Fine Screens</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Width	m	
Maximum capacity	m <sup>3</sup> /h	
Motor rated power	kW	
Motor efficiency	%	
Any other pertinent information		
<b>Submersible Mixers</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer of mixer		
Type / specification		
Type of propeller		
Input power on shaft	kW	
Name of manufacturer of motor		
Shaft output	kW	
Rotation speed	rpm	
Power factor, lagging		
Rating of capacitors if necessary		
Motor rated power	kW	
Motor efficiency	%	
Any other pertinent information		
<b>Air Blowers</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type specification		
Capacity	Nm <sup>3</sup> /h	
Head	mbar	
Efficiency at duty point	%	
Input power on shaft	kW	
Name of manufacturer of motor		
Shaft output	kW	

Power factor, lagging		
Rating of capacitors if necessary		
Motor rated power	kW	
Motor efficiency	%	
Any other pertinent information		
<b>Aeration Systems</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer of systems		
Name of manufacturer of diffusers		
Type specification of diffusers		
Orifice for control of air flow, diffuser		
Number of diffusers per section		
Weight of section (above water)		
Type of guide system for diffuser section		
Diffuser area per square meter of sections/zones		
Manufacturer of permanent flow measuring device and of portable devices		
Any other pertinent information		

<b>Dewatering Equipment</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type and specifications		
Control systems		
Maximum capacity ton dry matter per hour dewatered to 25%	t/h	
Power consumption per ton dry matter dewatered to 25%	kW/t	
Proposed chemical dosing system		
Consumption of wash water	M <sup>3</sup> /h	
Supply pressure for wash water	Bar	
Any other pertinent information		
<b>Thickening Equipment</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type and specifications		
Control systems		
Maximum capacity ton dry matter per hour thickened to 4%	t/h	
Power consumption per ton dry matter thickened to 4%	kW/t	
Proposed chemical dosing system		
Consumption of wash water	M <sup>3</sup> /h	
Supply pressure for wash water	Bar	
Any other pertinent information		
<b>Polymer Preparation and Dosing Equipment</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type and specifications		
Storage volume for dry powder	kg	
Preparation capacity dry powder	kg/h	
Preparation volume for stock solution	m <sup>3</sup>	
Mixer speed for stock solution	rpm	
Concentration of stock solution	%	
Volume for dosing solution	m <sup>3</sup>	
Mixer speed for dosing solution	rpm	

Concentration of dosing solution	%	
Name of manufacturer of dosing pump		
Type and specifications for dosing pump		
Number of dosing pumps		
Capacity of dosing pump	l/h	
Control systems		
Maximum capacity of dry powder as dosing solution	kg/h	
Power consumption	kW/t	
Any other pertinent information		
<b>Disinfection Preparation and Dosing Equipment</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type and specifications		
Volume for dosing solution	m <sup>3</sup>	
Concentration of dosing solution	%	
Name of manufacturer of dosing pump		
Type and specifications for dosing pump		
Number of dosing pumps		
Capacity of dosing pump	l/h	
Control systems		
Power consumption	kW/t	
Any other pertinent information		
<b>Odor Control Equipment</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Name of manufacturer		
Type and specifications		
Name of manufacturer of dosing pump		
Type and specifications for dosing pump		
Name of manufacturer of fans		
Type and specifications for fans		
Control systems		
Power consumption		
Any other pertinent information		

<b>Programmable Logic Controller</b>		<b>Unit</b>	<b>Information</b>
Location of use / Function			
Type			
Country of Origin			
Manufacturer			
PLC Type			
Processor Type			
Memory Size			
Scanning Speed			
Power Supply			
Number of I/O Available	Analog		
	Digital		
	Other		
Used	Analog		
	Digital		
	Other		
Spare	Analog		
	Digital		
	Other		
Noise Compliance Standards			
Operational	Temperature Range		
	Humidity Range		
Diagnostic Facilities			
System Security			
Communication Systems			
Any other pertinent information			
<b>Man Machine Interface</b>		<b>Unit</b>	<b>Information</b>
Location of use / Function			
Type			
Country of Origin			
Manufacturer			
Type			
Processor Type			
Memory Size			
Power Supply			
Display Type and Size (colour / monochrome, etc)			
Function Keys Provided			
Noise Compliance Standards			
Diagnostic Facilities			
System Security			
Communication Systems			
Any other pertinent information			
<b>Telemetry</b>		<b>Unit</b>	<b>Information</b>

Location of use / Function		
Type		
Country of Origin		
Manufacturer		
Type		
Mounting Details		
Power Supply		
Number of I/O	Available	
	Used	
	Spare	
Operational	Temperature Range	
	Humidity Range	
Diagnostic Facilities		
Any other pertinent information		

<b>Transformers</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Manufacturer		
Type (oil filled/dry, etc)		
IP Rating		
Rating		
Size (physical) (LxWxH, weight)		
Standards compliant with		
Any other pertinent information		
<b>Motor Control Centers</b>	<b>Unit</b>	<b>Information</b>
Location of use / Function		
Type		
Country of Origin		
Manufacturer		
Type		
IP Rating		
Size (physical) (LxWxH, weight)		
Standards compliant with		
Operational Temperature Range		
Humidity Range		
Any other pertinent information		

The Bidder shall provide similar details of each item of mechanical and electrical Material in his Proposal (excluding consumables) that has a replacement value of more than USD100, 000.00. The Bidder shall use the Material Schedule below to provide data. The final acceptance of the equipment presented in the tables above will be subject to review during the detailed design stage.



**Form 5b - Power Requirements**

The Bidder shall submit the information regarding the power consumption for all the equipment included in the Proposal.

<b>No. of pieces</b>	<b>Type of equipment</b>	<b>Motor Rated Power kW</b>	<b>Consumed Power kW</b>	<b>Total Power installed kW</b>

## Form ELI 1.1

**Bidder Information Sheet**

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2. In case of JVA, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JVA, letter of intent to form JVA including a draft agreement, or JVA agreement, in accordance with ITB Sub-Clauses 4.1 and 11.1(i) Single Stage Bidding or 11.1(g) Two Stage Bidding. <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Please note that a written authorization needs to be attached to this sheet as required by ITB 21.2.

**Form ELI 1.2**  
**Party to JVA Information Sheet**

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JVA's Party legal name:
3. JVA's Party Country of Registration:
4. JVA's Party Year of Registration:
5. JVA's Party Legal Address in Country of Registration:
6. JVA's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

## Form CON – 2

### Historical Contract Non-Performance

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

Bidder’s Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation Criteria			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

## Form CCC

**Current Contract Commitments / Works in Progress**

Bidders and each partner to a JVA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Name of contract</b>	<b>Employer, contact address/tel/fax</b>	<b>Value of outstanding work (current US\$ equivalent)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over last six months (US\$/month)</b>
1.				
2.				
3.				
4.				
5.				
etc.				

**Form FIN – 3.1**  
**Financial Situation**  
**Historical Financial Performance**

Bidder's Legal Name: \_\_\_\_\_  
 JVA Partner Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JVA, by each partner

Financial information in US\$ equivalent	Historic information for previous 3 years (US\$ equivalent in 000s)				
	2011	2010	2009	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- (a) Must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies
  - (b) Historic financial statements must be audited by a certified accountant

- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

**Form FIN – 3.2****Average Annual Turnover**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Annual turnover data (construction only)</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>US\$ equivalent</b>
2011		
2010		
2009		
*Average Annual Construction Turnover		

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.



**Form FIN 3.3**  
**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

## Form EXP 2.4.1

**Experience - General Experience**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Starting Month / Year</b>	<b>Ending Month / Year</b>	<b>Years *</b>	<b>Contract Identification</b>	<b>Role of Bidder</b>
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 2.4.2(a)**  
**Specific Experience**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number: ___ of ___ required.</b>	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:	_____		
Address:	_____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

**Form EXP – 2.4.2(a) (cont.)**  
**Specific Experience (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
 JVA Partner Legal Name: \_\_\_\_\_

<b>Similar Contract No. __ [insert specific number] of [total number of contracts] __ required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

**Form EXP – 2.4.2(b)****Specific Experience in Key Activities**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

**Form EXP – 2.4.2 (b)(cont.)**

**Specific Experience in Key Activities (cont.)**

Bidder’s Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JVA Partner Legal Name: \_\_\_\_\_

Subcontractor’s Legal Name: \_\_\_\_\_

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III:	

## Form of Bid Security (Bank Guarantee)

\_\_\_\_\_  
**Beneficiary:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called —the Bidder) has submitted to you its bid dated \_\_\_\_\_ (hereinafter called —the Bid) for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ (—the IFB).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## Form of Bid Security (Bid Bond)

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called —the Principall), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called —the Suretyll), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called —the Employerl) in the sum of \_\_\_\_\_ 13 (\_\_\_\_\_), for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the construction of \_\_\_\_\_ (hereinafter called the —Bidll).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

13 The amount of the Bond shall be denominated in the currency of the *Employer's* country or the equivalent amount in a freely convertible currency.



## Manufacturer's Authorization

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_

To: \_\_\_\_\_

### WHEREAS

We \_\_\_\_\_, who are official manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a bid the purpose of which is to provide the following goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized to sign this Authorization on behalf of:

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Appendix 0

The following information/documents are required to be submitted by the Bidder with its bid as a minimum, to demonstrate responsiveness of the proposal to the requirements of the specification.

### Design Information

- A high level description of the proposed plant and its operation, including any comments on the process selection and benefits to Manila Water in the short, medium and long term.
- Drawings, as a minimum shall be submitted, showing;
  - A process flow schematic diagram (PFD)
  - A process mass balance diagram (with appropriate calculations, that outline any assumptions, design parameters to substantiate the process selection. The process mass balance shall indicate flow, BOD<sub>5</sub>, COD and TSS for all streams, solid content for sludge streams and chemical dosing.)
  - Full process and instrumentation diagrams (P&IDs)
  - The general arrangement layout of the STP and its facilities including the effluent discharge location
  - Typical sections of all key structures
  - Outline civil and structural design of the main plant, structures and buildings with the general arrangement of the structures and plant within the Works with the appropriate number of plans, sections and details of major elements
  - Equipment layouts
  - A hydraulic profile (with associated calculations) to demonstrate operations of the plant under low, normal, peak conditions
  - The control and telemetry architecture
  - Electrical single line diagrams demonstrating the overall arrangement and operation of the electrical system
  - Visualisation of the site
- The drawings to be submitted with the bid shall be in size A3 (folded to size A4).
- Process calculations; which shall clearly demonstrate expected operation of the plant under all flow and load conditions (including, at least, low flow (52MLD), average flow(165MLD) and peak flow (248MLD) with the design value load as specified in Table 3 of Employer's Requirement). All assumptions shall be clearly stated and design operation parameters must also be clear such that the client can understand the potential level of risk that the solution presents.
- An outline control philosophy clearly detailing the operation and interaction of all the process units. It shall detail the process control and operation under differing flow conditions, key and proprietary process equipment and volumes/capacities of the process sections of the Works.
- A written narrative of no more than 6 sides of text (Arial text, 11pt, single line spacing) explaining how the proposed design accommodates introduction of sludge to energy facilities (anaerobic

digestion) and upgrade of the treatment process to provide the nutrient removal to meet the standard of 0.5mg/L ammonia of the final effluent

- A written narrative of no more than 2 sides (Arial text, 11pt, single line spacing) explaining where, within their design/control arrangements, steps have been taken to minimise energy use and other operational costs. At least five examples shall be presented to demonstrate how the energy efficiency has been incorporated in the plant design and operation. This description should also explain where MWCI could make future optimisations to control the overall costs of treatment. The narrative shall be based on this specific site and not be a generic summary related to the process being supplied.
- A short written narrative of no more than 2 sides (Arial text, 11pt, single line spacing) describing the construction methodology, potential impact on the adjacent properties and considerations/mitigation measures undertaken to minimize the adverse impact of the construction. The narrative shall be consistent with provisions of the Environmental Management Plan (EMP)..
- A short written narration of the description of the proposal for the educational centre.
- A list of specialist and major sub-contractors and vendors to be used on the Works,
- Proposals that include patented treatment technology must provide end-user certification that the proposed wastewater treatment process has been satisfactorily operated for at least three (3) years. MWCI reserves the right to accept or reject any patented treatment technology on a case-to-case basis. If the patent needs to be licensed to MWCI, the contractor should sign an undertaking showing proof that the patent needs to be licensed and that they are authorized to license the patented technology. The Contractor shall duly disclose the terms of use, limitations and all fees/royalties for the license. The Contractor shall finance and facilitate one site visit for three (3) MWCI Personnel for verification and inspection of the facilities during the Contract. All associated costs shall be included in the proposal price.
- The bidder shall provide at least two (2) end-user certification or performance data which shows that similar sewage treatment systems (treatment capacity at least of 110MLD and sludge treatment at least 20,000 kg dry solids/day) have been satisfactorily operated continuously for at least three (3) years treating similar i.e. municipal waste. The certification or performance data should also show that the said sewage treatment system/process has consistently achieved monthly average treated effluent levels of 25 mg/l BOD and 50 mg/l SS for at least a year of continuous operation, at a loading rate of at least 80% of the design load for this project
- The duly completed and signed Schedule of Performance Guarantees
- Demonstration that the joint venture/designer holds sufficient Professional Indemnity insurance to undertake these works. This shall be provided in the form of at least a generic PI certificate covering the designers activities and a statement about how PI liability shall be provided for this particular scheme if the bid is accepted.
- Training Plan. The bidder shall submit a training plan, which shall become part of the scope of the contract, which details what training they have allowed for and how it will be delivered. This training plan shall set out clearly how the bidder plans to ensure that the Employer's staff are fully trained and capable of operating the plant on completion of the works.

#### Management and Personnel

- Describe lines of authority/responsibility/communication and the overall working arrangement of the organization, with particular emphasis on Home Office/Site interfaces and the procedures for monitoring and controlling the Work.

- Proposed project team organization, in the form of an organization chart, with names, and titles of key personnel and numbers and categories of home office and field personnel.
- Demonstration that sufficient resources are allocated to meet the requirements to deliver the project safely at the required time, specifications and contract price. The Bidder shall include the following required expertise:
  - Program/Project Management
  - Design and Engineering
  - Wastewater Process Design and Engineering
  - Construction and Works Engineering
  - Procurement and Logistics
  - Specialist Partners or Subcontractors covering:-
  - Process Equipment (if not provided by above)
  - Structural Design and Engineering including seismic engineering
  - Testing and Commissioning
  - Power and Electrical Systems
  - Instrumentation and Controls
  - Geotechnical Design and Engineering including ground water control
  - Quality Assurance
  - Health and Safety and Regulatory Compliance
- A Personnel Schedule for all staff to be employed on the Works including names and positions of and task assigned to proposed key personnel using Form PER-1
- Demonstrate that the Bidder (or at least one partner in the JV) operates the quality and health and safety management system and holds relevant ISO certification.

#### Work Plan

- An Equipment Schedule for all the construction equipment to be employed on the Works using Form 5 Plant.
- A Work (design, construction, commissioning, process proving) Program of the activities and order in which the Bidder proposes to carry out the Works in the form of a Gantt chart. This programme shall clearly show procurement activities and lead times for equipment. Interlinkages between activities shall be detailed. It shall also show the critical path activities
- Bidder to attach a narrative not exceeding four pages (Arial text, 11pt, single line spacing) covering the programme and means of achieving the expected outputs. This shall be developed in conjunction with the program, organization chart, resumes, personnel tabulation, equipment list and proposed suppliers/sub-Contractors to explain the management of and flow of work to contract conclusion. It shall clearly detail the management of critical path activities and other risks which will need to be addressed to achieve a successful outcome.
- The Earned Values projection (S-Curve and disbursement plan) attached to the technical proposal shall be in terms of percentage only of the total price quoted. The one to be enclosed in the financial proposal shall be in terms of percentage and projected cost of work accomplished / earned values.
- Quality and Safety Management Plan

**Equipment /Plant Proposed**

- Full details of all the equipment to be provided by the Bidder, including details on performance and material specifications as specified in the Schedule 1 & 2.
- The list of recommended and critical spare parts using Schedule no 6. The Bidder shall provide evidence that any unit supplied as part of the Works will have a service centre, either within Metro Manila or the South East Asia region, to provide the critical spare parts and competent service.
- A description of where plant and equipment can be maintained from and the levels of support that will be available to Manila Water following the end of the defects period.

## Section V. Eligible Countries

### **Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a country or goods manufactured in a country may be executed.

Para 1.8 (a) (i): as a matter of law or official regulation, the borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the goods or works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the borrower's country prohibits any import of goods from that country or any payments to persons or entities in that country.

2. For the information of the bidders, at the present time, firms, goods and services from the following countries are excluded from the bidding.

- a. With reference to paragraph 1.8 (a) (ii) of the Guidelines
  - None
  - None