



**Bureau of Soils and Water Management**  
**PHILIPPINE BIDDING DOCUMENTS**  
(As Harmonized with Development Partners)

**NEGOTIATED PROCUREMENT-  
TWO FAILED BIDDINGS**

**SUPPLY AND DELIVERY OF 28  
UNITS OF TECHNOLOGY  
PACKAGE ON SMALL SCALE  
COMPOSTING FACILITY FOR CY  
2022**

**Date issued**  
**September 2022**



Republic of the Philippines  
Department of Agriculture  
**BUREAU OF SOILS AND WATER MANAGEMENT**  
SRDC Bldg., Elliptical Road corner Visayas Avenue,  
Diliman, Quezon City

## NOTICE FOR NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

<b>Project/Brief Description:</b>	<b>Supply And Delivery Of 28 units of Technology Package on Small Scale Composting Facility</b>
<b>IB No.:</b>	<b>BSWM-NP-2022-09-02</b>
<b>Purchase Request No.:</b>	<b>2022-01-0345</b>
<b>Approved Budget for the Contract (ABC):</b>	<b>Twelve Million Six Hundred Thousand Pesos (PhP 12,600,000.00)</b>
<b>Funding Source</b>	<b>General Appropriation Act for CY 2022</b>
<b>Project shall be Awarded:</b>	<b>One Project having several items that shall be awarded as one contract.</b>
<b>Mode of Procurement:</b>	<b>Negotiated Procurement- Two Failed Biddings.</b>
<b>Delivery Completion:</b>	<b>On or before November 30, 2022</b>

Pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Rep. Act No. 9184 (2016 Revised IRR), we invite legally, technically and financially capable suppliers to negotiate with the BSWM on subject requirement.

The following schedule of activities shall be observed:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>	<b>DETAIL</b>
1. Posting	<b>September 10, 2022</b>	PhilGEPS, BSWM Website, BSWM Procurement FB Page and other conspicuous space
2. Issuance of Bidding Document	<b>September 10-29, 2022, 9:00AM</b>	You may download at PhilGEPS- <a href="https://notices.philgeps.gov.ph/">https://notices.philgeps.gov.ph/</a> BSWM Website- <a href="http://www.bswm.gov.ph">www.bswm.gov.ph</a> BSWM Procurement Service Facebook Page- <a href="https://www.facebook.com/bswmpms">https://www.facebook.com/bswmpms</a>
3. Negotiation Meeting	<b>September 20, 2022, 1:30PM</b>	BSWM Convention Hall and Though ZOOM- videoconferencing  Note: All interested bidders can participate through videoconferencing. Please coordinate with BAC Secretariat at least a day before the meeting at <a href="mailto:bac@bswm.da.gov.ph">bac@bswm.da.gov.ph</a> .
4. Submission and Opening of Eligibility	<b>September 29, 2022, 9:00AM</b>	Manual Submission:  THRU: MS. DENISE A. SOLANO

Documents and Best Offer proposal		Bids And Awards Committee Secretariat's Office 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City  Note: Late bids shall not be accepted.
5. BAC Evaluation	<b>September 29, 2022, 1:30PM</b>	End-User, with assistance of TWG, and BAC Secretariat
6. Presentation of Award	<b>October 20, 2022, 9:30AM</b>	BSWM Convention Hall

During the opening of bids, Bidder's representative must present his/her Company Identification Card and Authorization Letter from the Head of the Company.

The BUREAU OF SOILS AND WATER MANAGEMENT reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

September 9, 2022

**ENGR. EDUARDO V. ALBERTO**  
Chairperson, Bids and Awards Committee

## 1. Scope of Bid

The Procuring Entity, **Bureau of Soils and Water Management** wishes to receive Bids for the **RE-BID OF SUPPLY AND DELIVERY OF 28 UNITS OF TECHNOLOGY PACKAGE ON SMALL SCALE COMPOSTING FACILITY FOR CY 2022- IB NO.: BSWM 2022-05-017**

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

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **CY 2022** in the amount of **Twelve Million Six Hundred Thousand Pesos (PhP 12,600,000.00).**
- 2.2. The source of funding is:

**General Appropriations Act for CY 2022 (GAA 2022)**

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. **For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:** *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. **Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC for this Project; and**
    - ii. **The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

**Subcontracting is not allowed.**

## 8. Negotiation Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and through videoconferencing/webcasting on September 15, 2022, 9:30Am at BSWM Convention Hall.

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

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

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

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

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

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

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

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

Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 Calendar Days from Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Domestic Preference

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

## 17. Detailed Evaluation and Comparison of Bids

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

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



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

## **18. Post-Qualification**

- 18.1. 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **19. Signing of the Contract**

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><i>Similar contracts shall be Supply and Delivery of manufactured/ fabricated Agricultural Machineries / Processing Equipment.</i></p> <p>completed within <b><u>two consecutive years</u></b> prior to the deadline for the submission and receipt of bids.</p>
7.1	<b><i>SUB CONTRACTING- NOT APPLICABLE</i></b>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of <b><i>not less than two percent (2%) of ABC</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of <b><i>not less than five percent (5%) of ABC</i></b> if bid security is in Surety Bond.</li> </ul>
19.3	<p><b><u>SUPPLY AND DELIVERY OF 28 UNITS OF TECHNOLOGY PACKAGE ON SMALL SCALE COMPOSTING FACILITY (SSCF)</u></b></p> <p><b>ABC: <u>Twelve Million Six Hundred Thousand Pesos (PhP 12,600,000.00)</u></b></p>

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

### **Notes on the General Conditions of Contract**

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

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

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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b><i>End-User Representative, Authorized Property Management Unit Personnel, Inspection Committee Member and representative from DA-RFO.</i></b></p> <p><b><i>Supplier shall coordinate with the End-user for final schedule of delivery of services within 7 calendar days from receipt of Notice to Proceed and with the Procurement Management Section prior to initial delivery.</i></b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <b>One Year</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>Seven Calendar Days</b> of placing the order.</p>

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> <li>✓ <b>Progress Billing</b> – after complete delivery per region;</li> <li>✓ after completion of the capacity enhancement of beneficiaries on the operation and maintenance of Small-Scale Composting Facility Package; and</li> <li>✓ upon submission of required documents subject to accounting rules and regulations.</li> </ul>
4	<p>The inspections and tests that will be conducted are: <b><i>Inspection per conformity and compliance to technical specifications.</i></b></p>

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
	<p>Supply and Delivery of 28 Units of Technology Package on SSCF for CY 2022.</p> <p>Note: On-site delivery (Municipality/Association)</p>			<p><b>On or before November 30, 2022</b></p> <p>Note: Supplier shall coordinate with the End-user for final schedule of delivery of services <b>within 7 calendar days</b> from receipt of Notice to Proceed</p> <p>Note: Procurement Management Section shall be informed prior to <b>initial delivery</b>.</p>

<b>REGION</b>	<b>PROVINCE</b>	<b>MUNICIPALITY</b>	<b>MUNICIPALITY/ASSOCIATION</b>
<b>CAR</b>	Benguet	Kapangan	Kapangan Organic Practitioners Association
	Ifugao	Lagawe	Cudog OFW and Family Association, Cudog
	Mountain Province	Sagada	Bio Natural Organic Development Farmers Association (BNAOD FA)
	Mountain Province	Sagada	Lugangan Citrus Growers Organization, Inc
	Mountain Province	Sagada	Katagowan Livelihood Organization
	Mountain Province	Sagada	Sagada Highland Farmers Association
	Mountain Province	Sagada	Western Red Berry Pickers Association
	Kalinga	Tabuk City	Imallango-Tanap-Association, Sitio Modopdop
	Kalinga	Tabuk City	Nakatalan Bayabat Farmers Association
	Kalinga	Tabuk City	Pappango Farmers and Fisherfolks Organization, Balawag

	Kalinga	Tabuk City	United Kalinga Farmers Organic Practitioner Association, Masanj-aw Eco-Farm Saudi, Bulo
<b>Sub-total</b>			<b>11</b>
<b>REGION I</b>	Ilocos Norte	Batac City	Brgy. San Pedro
	Pangasinan	Manaoag	BLGU Brgy. Matolong
	La Union	Rosario	Rosario High Value Crops Production Association Inc., Inabaan Sur
	Ilocos Sur	Narvacan	Itag-ayaka Quinaryan MPC, Narvacan, Ilocos Sur
<b>Sub-total</b>			<b>4</b>
<b>REGION II</b>	Isabela	Quirino	SM Passion Farm School
	Cagayan	Lal-lo	Lal-lo National High School
	Nueva Vizcaya	Dupax Del Norte	Happy Farmers Agriculture Cooperative, Brgy, Bulala
<b>Sub-total</b>			<b>3</b>
<b>REGION III</b>	Aurora	Maria Aurora	Florida Techno Farmers Association
	Aurora	Maria Aurora	Barangay Bangco Kabisig Association
	Aurora	Maria Aurora	Cabatangan Mapula Farmers and Irrigators Association, Inc.

<b>Sub-total</b>			<b>3</b>
<b>REGION IV- A</b>	Cavite	Maragondon	LGU Maragondon
	Cavite	Indang	Brgy. Banaba, Indang
	Rizal	Teresa	Brgy. Poblacion, Teresa
<b>Sub-total</b>			<b>3</b>
<b>REGION IV- B</b>	Oriental Mindoro	Socorro	Samahang Pangkabuhayan, Pangakaunlaran ng Malugay
	Oriental Mindoro	Pinamalayan	Makapili Farmers Association
	Oriental Mindoro	Gloria	Gloria Sustainable Agriculture Association
	Oriental Mindoro	Gloria	Narra Vegetable Growers Association
<b>Sub-total</b>			<b>4</b>
<b>TOTAL</b>			<b>28</b>

# Technical Specifications

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

	<b><u>TECHNOLOGY PACKAGE ON SMALL SCALE COMPOSTING FACILITY (SSCF)</u></b>	
	<b>1. One (1) unit Biomass Shredder Machine</b>	
	A. Shredding capacity: Minimum of 1 ton per hour Verification: 1) AMTEC Test Report 2) Post-Qualification	
	B. Shredding efficiency: At least 90% Verification: 1) AMTEC Test Report 2) Post-Qualification (actual testing) a) At least 90% of the shredded output shall pass through a 1" size screen b) Test Material: Young coconut (buko) shall be provided by the bidder Amount of Test Material: At least 75% of required input capacity of the Biomass Shredder (i.e. at least 750kg) (Based on PAES 245:2010- Methods of Testing)	
	C. Shredding Chamber: 1) Thickness: Not less than 10 mm 2) Material/Method: Cast iron/full-welded metal steel	
	D. With built-in wood chipper Chipping ability minimum requirement: Can chip up to 3cm diameter of softwood (If can chip bigger diameter of softwood, better)	
	E. Shredding blades and chipping blades 1) Material: minimum of 4140 steel properties or its equivalent quenched and tempered Verification: a) Submitted during the submission of a bid proposal as part of Technical Proposal: Submission of Mill Certificate or its equivalent certified by source dealer. b) Post-Qualification: Methods as prescribed by the Metals	

Industry Research and Development Center (MIRDC). Cost of analysis to be shouldered by Bidder.

c) Prior to distribution: Means of verification as prescribed by the MIRDC.

NOTE: Failure to comply with the required specification shall be ground for termination of contract and/or blacklisting.

2) Blades shall be replaceable with minimal effort, with no cutting of parts needed, or any work that will compromise the durability of the shredder.

3) Blades can be sharpened.

4) Spare Blades: With one (1) set spare painted, quenched tempered steel shredding blades.

Chemical composition of 4140 (or its equivalent) Steel:

Element	Required composition by ASM <sup>a</sup> (%) SAE# 4140/AISI# 4140	Required composition by UNS <sup>b</sup> (%) Unified# G41400
Chromium, Cr	0.80-1.10	same as ASM
Manganese, Mn	0.70-1.00	same as ASM
Silicon, Si	0.15-0.35	same as ASM
Carbon, C	0.38-0.43	same as ASM
Molybdenum, Mo	0.15-0.25	same as ASM
Sulfur, S	0.040	max=0.040
Phosphorus, P	0.035	max=0.035

<sup>a</sup> ASM (American Society for Metals) International Metals Handbook, Vol. 1, 10th ed.

<sup>b</sup> UNS (Unified Numbering System, Metals & Alloys in the), 11th ed.

d. Verification will be conducted through random sampling.

e. For verification and sampling, the following number of units are required:

✓ Post-Qualification: 1 unit (1 blade)

✓ Prior to distribution: 2 units (1 blade per unit)

	<p>Note: The bidder shall have replacement for the 1 (Post-Qualification) and 2 blades (Prior to distribution) to be used for analysis.</p> <p>f. The bidder or its representative may opt to be present during the submission of samples to the testing center and/or during the testing.</p>	
	F. Fabrication: Locally-fabricated; can withstand the stresses of demanding use.	
	G. Shall be free from manufacturing defects, sharp edges and surfaces other than the cutting mechanism to ensure safety of the operators.	
	H. Bolts and nuts must be stainless, and painted post-assembly to prevent rusting.	
	<p>I. Power Source/Engine</p> <p>1) Power: At least 7-Hp</p> <p>2) Diesel; water-cooled; single horizontal cylinder; 4 stroke cycle</p> <p>3) Power transmission: Belt-driven (with shredder machine and power source mounted on a common steel base)</p> <p>4) Fuel consumption at full load: Max= 2.4L/hr</p> <p>5) Output power: Not less than 4.45 kW as indicated in the Continuous Running Test per AMTEC Test Report of Engine</p> <p>6) Weight: Max=75kg Verification: AMTEC Test Report of Engine</p> <p>7) With manual and standard engine tools</p>	
	<p>J. Other Parts/Provisions</p> <p>1) Feeding plate and hopper/funnel: Thickness: Not less than 1.7mm</p> <p>2) Belt:</p> <p>a) With cover or guard provisions</p> <p>b) With belt tightening or adjustment mechanism</p> <p>3) Steel base and rubber wheels: Shredder and engine mounted on a heavy-duty common steel base with 4 heavy-duty rubber wheels of at least 6 inches in diameter for easy mobility, with lock</p> <p>4) Maintenance tools: grease gun, rubber mallet, set of combination wrenches suited for nuts and bolts of the shredder, adjustable wrench, and plastic goggles</p> <p>Verification: Post-Qualification</p>	
	<p>K. Valid AMTEC Test Reports:</p> <p>1) Shredder and engine couple (couple being offered)</p> <p>1) Engine only- Submitted AMTEC Test Report for engine shall be Certified True Copy by AMTEC. Please note that a copy of the test report stamped with Certified True Copy by AMTEC is required. It does not have to be the original true copy from AMTEC. This requirement only assures that it is a</p>	

	<p>copy of the report that was certified by AMTEC.</p> <p>2) Both (K.1) and (K.2) have Certified True Copy by AMTEC submitted during submission of bids as part of technical proposal</p>	
	<p>L. Conformity to Standards:</p> <p>1) PNS/PAES 244:2010 (Agricultural machinery – Biomass shredder – Specifications): Manufacturing requirements; performance requirements; safety, workmanship, and finish; and markings; unless otherwise specified herein</p> <p>2) PAES 116:2001 (Agricultural machinery – Small Engine – Specifications): performance requirements; workmanship and finish; maintenance and operations tools requirements; including instruction manual, marking and labeling and other requirements.</p>	
	<b>2. Two (2) units Vermicompost Tea Brewer</b>	
	A. Double-barreled compost agitator with minimum of 3 outside bubblers	
	B. 30 liters brewing capacity per brewer	
	C. 220 volts (with standard tools: screwdrivers and pliers	
	<b>3. Compost Worm (African Night Crawler) (15kgs/lot) Supplier shall provide proper documentation (videos and photos) of weighing 15kgs African Night Crawler without the substrate.</b>	
	<b>4. Other Requirements</b>	
	A. Conformity to Standards: PNS/BAFS/PAES 192:2016 - Guidelines on After-Sales Service: requirements of services and parts availability, training, maintenance and operation.	
	<p>B. Other Submissions:</p> <p>1) Detailed Engineering Design</p> <p>a) Indicating major parts and specifications of the shredder contained herein</p> <p>b) Signed and sealed by a Registered Agricultural Engineer and Biosystems Engineer with valid copy of PRC License attached</p> <p>c) Submit during the submission of bid proposal as part of technical proposal</p> <p>2) <b>Certificate of Availability of Stocks</b> and its location: 100% assembled (Shredder and Tea Brewer) availability of stocks and its location for the biomass shredder machine. Submit during the submission of bid proposal as part of technical proposal.</p> <p>Verification: Post-Qualification</p> <p>Note: Bidder shall provide inventory of assembled units and unassembled parts and raw materials during the Post-</p>	

	<p>Qualification.</p> <p>3) Certificate of Warranty</p> <p>a) For parts: Minimum of two (2) years</p> <p>b) After sales service: Lifetime</p> <p>c) Submit during the submission of bid proposal as part of technical proposal</p> <p>4) Certificate of Availability of Service Centers</p> <p>a) Luzon</p> <p>b) With list of addresses, contact person, contact details</p> <p>5) Operations Manual</p> <p>a) With drawings/photos indicating major parts and functions</p> <p>b) With instructions on how to operate, troubleshoot, replace blades</p> <p>c) Written in understandable text with illustrations</p> <p>d) Submit during the submission of bid proposal as part of technical proposal</p> <p>6) Valid NAMDAC Certificate as manufacturer/ fabricator Verification: During Bid-Evaluation Note: During post-qualification, shredder shall be officially registered under NAMDAC.</p> <p>7) Valid BAFE Permit to Operate Certificate as manufacturer/ fabricator Verification: During Bid-Evaluation Note: During post-qualification, shredder shall be officially registered under BAFE Permit to Operate.</p> <p>8) Work Plan and Cost Estimate for Trainings to be conducted</p> <p>9) Video of How to Operate, troubleshoot, replace blades</p> <p>a) Included in an OTG for provision to recipient during delivery</p> <p>Verification: During Post-Qualification</p>	
	<p>5. Training Provision from Supplier:</p> <p>1) For the End-User: Hands-on Training prior to delivery</p> <p>2) For the Beneficiaries:</p> <p>a) Capacity Enhancement of beneficiaries on the operation and maintenance of Small-Scale Composting Facilities</p> <ul style="list-style-type: none"> <li>- Meals and accommodation for at least 2 days</li> <li>- Resource speakers (from supplier) with Curriculum Vitae submitted during submission of bid proposal as part of the technical envelope.</li> <li>- within one month after delivery</li> <li>- 1 to 2 participants per beneficiary</li> </ul>	



	<p>Batch 1: CAR and Regions I, II Batch 2: Regions III, IV-A and IV-B</p> <p>Venue/Location -Batch 1: Sagada, Mt. Province No. of pax: 60 pax</p> <p>Venue/ Location- Batch 2: Cavite No. of pax: 40 pax</p> <p>b) Demonstration of overall operation (mechanism and proper use of auxiliary parts, and maintenance of the machine) by a knowledgeable and capable staff, during the delivery or within one month after delivery</p> <p>Submission of work plan and cost estimate for the Capacity Enhancement</p> <p>Audio Visual Presentation (AVP) on How-to-operate in an OTG is required during:  ✓ Post-Qualification – 1 OTG  ✓ During delivery – 1 OTG per unit</p>	
	<b>7. Point of Delivery: On-site</b>	
	<b>8. Compliance with Section VI. Schedule of Requirements</b>	
	<b>9. Prices are inclusive of VAT and Freight services</b>	
	<b>10. During implementation:</b> <b>Upon transfer of technology package to beneficiaries, supplier shall coordinate with the beneficiary and provide appropriate actions required per Section IV. General Conditions of Contract and Section V. Special Condition of Contract (SCC) of the bidding document as part of the contract.</b>	

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date Signed**

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

### *Class “B” Documents*

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

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

- ☐ (i) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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



Download from: <https://www.gppb.gov.ph/downloadables.php>

APPENDIX "1"

**Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

**BID FORM**

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

Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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

Name and address Amount and Purpose of  
of agent Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(if none, state "None") ]*

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

## Price Schedule for Goods Offered from Abroad

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per Item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



## Bid Securing Declaration Form

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*  
Affiant

*[Jurat]*

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

## Contract Agreement Form for the Procurement of Goods (Revised)

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

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

*[Jurat]*

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

## Performance Securing Declaration (Revised)

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

*[Jurat]*

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

## SAMPLE FORMS

### Statement of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

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

**Submitted by:** \_\_\_\_\_

(Printed Name and Signature)

**Designation:** \_\_\_\_\_

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

### Statement of Completed Similar Contracts

**Business Name:**

**Business Address:**

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidders Role		a. Date Awarded b. Date Started c. Date of Completion	Value of Works
			Description	%		
Note: The following documents shall be presented for verification of the above statement during Post-Qualification:					Total	

1 Notice of Award OR Notice to Proceed issued by the End user OR its equivalent;

2 Copy of actual contract OR its equivalent; and

3 Certificate of Completion OR End-user's Acceptance OR Proof of payment

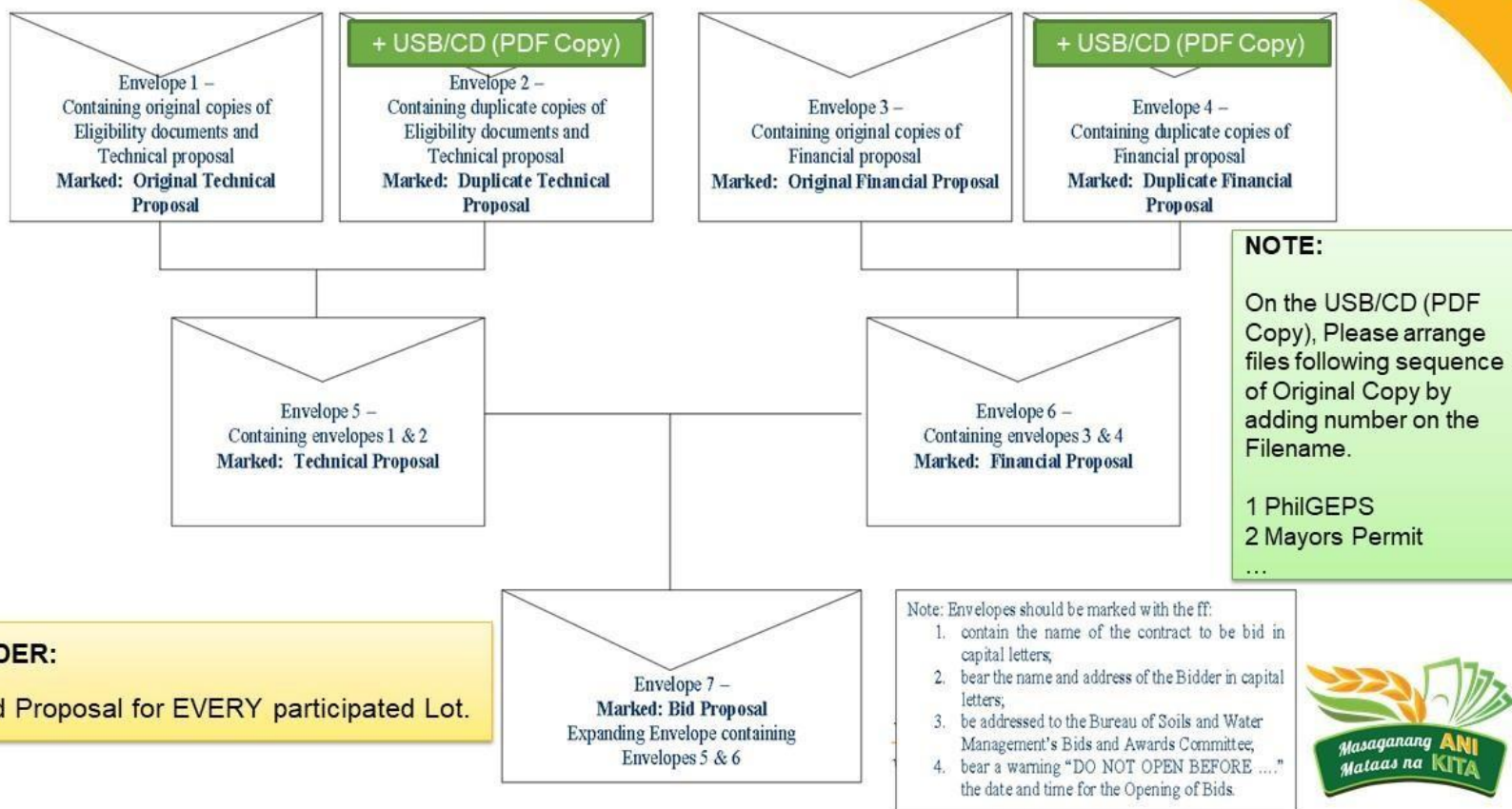
Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation: \_\_\_\_\_

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



# Sealing and Marking of Bid:



## Sample Price Schedule

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

For Goods Offered from Within the Philippines  
 Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	CAR ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)					-		-	-
	b. Compost Tea Brewer (2 units per site)					-		-	-
	c. Compost Worm (Africa Night Crawler)(15 kls per site)					-		-	-
	Region I ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region II ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region III ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region IVA ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region IVB ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region V ( ___ sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Region VI ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region VII ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region VIII ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region IX ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region X ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region XI ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Region XII ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	CARAGA ( sites)								
	a. Biomass Shredding Machine (1 unit per site)								
	b. Compost Tea Brewer (2 units per site)								
	c. Compost Worm (Africa Night Crawler)(15 kls per site)								
	Total SSCF Technology Package								

Note: For computation purposes, reflect Column Six (Transportation Expenses) on Biomass Shredding Machine only.

Name: \_\_\_\_\_  
Legal Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_