



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

Re-Bid of Lot 2 under the
Procurement of Supply and Delivery
of Technology Package on Composting
Facility for Biodegradable Wastes for
CY 2023

IB NO: BSWM-2023-08-048

Date issued
August 2023

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to:

(i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and

Freight. **CIP** – Carriage and Insurance

Paid. **CPI** – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Agriculture
BUREAU OF SOILS AND WATER MANAGEMENT
SRDC Bldg., Elliptical Road corner Visayas Avenue,
Diliman, Quezon City 1101

INVITATION TO BID

Re-Bid of Lot 2 under the Procurement of Supply and Delivery of Technology Package on Composting Facility for Biodegradable Wastes for CY 2023- IB NO: BSWM-2023-08-048

1. The Bureau of Soils and Water Management (BSWM), through the **General Appropriation Act for CY 2023** intends to apply the sum of **Re- Bid of Lot 2 under the Procurement of Supply and Delivery of Technology Package on Composting Facility for Biodegradable Wastes for CY 2023- Lot 2- Procurement of Supply and Delivery of 695 units of Technology Package on Composting Facility for Biodegradable Wastes for Luzon Cluster- B (NCR, Regions 4A, 4B and 5)** in the amount of **Six Hundred Sixty Million Two Hundred Fifty Thousand Pesos (PhP 660,250,000.00)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The BSWM now invites bids for the above Procurement Project. **Delivery of the Goods is required as indicated on Section VI. Schedule of Requirement.** Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from BSWM – Bids and Awards Committee (BAC) Secretariat’s Office and inspect the Bidding Documents at the given address during **MONDAY TO FRIDAY, 8:00AM TO 5:00 PM EXCEPT ON DECLARED HOLIDAYS OR WORK SUSPENSION.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 30- September 27, 2023, 3:00PM** from the given address and website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP 75,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to BAC Secretariat on or before the deadline of Submission and Opening of Bids.
6. The BSWM will hold a **Pre-Bid Conference on September 7, 2023, 9:30AM at BSWM Convention Hall** and shall be open to prospective bidders. Pre-Bid Conference will be available “live” thru **BSWM Procurement Service Facebook Page (FB) Page (<https://www.facebook.com/bswmpms>)**. Furthermore, all interested bidders can participate through videoconferencing. Please coordinate with BAC Secretariat at least a day before the meeting at bac@bswm.da.gov.ph.
7. **Bids must be duly received** by the BAC Secretariat through manual submission at the office address indicated below on or before **September 28, 2023, 9:00AM**. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.

8. **Bid opening shall be on September 28, 2023, 9:30AM** at the **BSWM Convention Hall**, 2nd Floor, SRDC Bldg., Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City and through videoconferencing/webcasting via ZOOM and streamed live through BSWM Procurement Service FB Page. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

During the opening of bids, bidder's representative must present his/her company identification card and authorization letter from the head of the company.

10. BSWM adheres to the Data Privacy Act.
11. The BSWM 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.
12. For further information, please refer to:
FRANCE JOSEPHINE C. BAUTISTA
BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE
2ND FLOOR, SRDC BLDG.,
VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON CITY
TELEFAX NUMBER: +63-2-8273-2474 loc 3218
EMAIL ADDRESS: bac@bswm.da.gov.ph or bswm.bacsec@gmail.com WEBSITE: www.bswm.gov.ph
FB Page: <https://www.facebook.com/bswmpms>

You may visit the following websites:

For downloading of Bidding Documents:

PhilGEPS- <https://notices.philgeps.gov.ph/>, BSWM Website- www.bswm.gov.ph or BSWM
Procurement Service Facebook Page- <https://www.facebook.com/bswmpms>.

August 24, 2023

(Sgd)DENISE A. SOLANO
BSWM BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Bureau of Soils and Water Management* wishes to receive Bids for the **Re-Bid of Lot 2 under the Procurement of Supply and Delivery of Technology Package on Composting Facility for Biodegradable Wastes for CY 2023- IB NO: BSWM-2023-08-048.**

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 2023 in the amount of

Procurement of Supply and Delivery of 695 units of Technology Package on Composting Facility for Biodegradable Wastes for Luzon Cluster- B (NCR, Regions 4A, 4B and 5) in the amount of Six Hundred Sixty Million Two Hundred Fifty Thousand Pesos (PhP 660,250,000.00);

2.2. The source of funding is:

~~If an early procurement activity, select one and delete others: }~~

- a. ~~NGA, the National Expenditure Program.~~
- b. ~~GOCC and GFIs, the proposed Corporate Operating Budget.~~
- c. ~~LGUs, the proposed Local Expenditure Program.~~

~~If not an early procurement activity, select one and delete others: }~~

- a. **NGA, the General Appropriations Act or Special Appropriations.**
- b. ~~GOCC and GFIs, the Corporate Operating Budget.~~
- c. ~~LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.~~

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. *[Select one, delete other/s]*
 - ~~a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:~~
 - ~~i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;~~
 - ~~ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;~~
 - ~~iii. When the Goods sought to be procured are not available from local suppliers; or~~
 - ~~iv. When there is a need to prevent situations that defeat competition or restrain trade.~~
 - ~~b. 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 the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.~~
 - ~~b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.~~
 - e. 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:**
 - 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 per 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.

PhP 165,062,500.00

- 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:

[Select one, delete other/s]

~~a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.~~

b. Subcontracting is not allowed.

~~7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.~~

~~7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.~~

~~7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.~~

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address stated on **Section I** and/or through videoconferencing/webcasting via Zoom as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.
- 12.2. ~~[Include if Framework Agreement will be used:] For Framework Agreement, the following should also apply in addition to Clause 12.1:~~
- a. ~~For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.~~
 - b. ~~For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.~~

13. Bid and Payment Currencies

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

b. ~~[indicate currency if procurement involves a foreign denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].~~

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. ~~[Include if Framework Agreement will be used:] In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.~~

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

~~{Include the following options if Framework Agreement will be used:}~~

- a. ~~In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;~~
- b. ~~For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.~~
- 19.2. ~~If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.~~
- 19.3. ~~The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.~~
- 19.4. The Project shall be awarded as follows:

~~Option 1—One Project having several items that shall be awarded as one contract.~~

Option 2 – One Project having several items, which shall be awarded as one contract

~~Option 3—One Project having several items, which shall be awarded as separate contracts per item.~~

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

ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. ~~{Include if Framework Agreement will be used:} For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.~~
- 20.2. **Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, ~~{Include if Framework Agreement will be used:}~~ or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS. ~~{Include if Framework Agreement will be used:} For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}~~**

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

- 21.2. ~~At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.~~
- 21.3. ~~Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.~~
- 21.4. ~~The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.~~
- 21.5. ~~The following documents shall form part of the Framework Agreement:~~
- ~~a. Framework Agreement Form;~~
 - ~~b. Bidding Documents;~~
 - ~~c. Call-offs;~~

- ~~d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;~~
- ~~e. Performance Security or Performance Securing Declaration, as the case may be;~~
- ~~f. Notice to Execute Framework Agreement; and~~
- ~~g. Other contract documents that may be required by existing laws and/or specified in the BDS.~~

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

Information that specifies and complements provisions of the ITB must be incorporated.

Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><i>a. Contract on Supply and Delivery of Manufactured/Fabricated Agricultural Processing Equipment/Agricultural Machineries and/or Solid Waste Management Equipment.</i></p> <p><i>b. completed within five years prior to the deadline for the submission and receipt of bids.</i></p> <p><u>Submission of Performance Evaluation from bidder's submitted SLCC/s- (submit as part of technical proposal or during post-qualification).</u></p>
7.1	<i>SUB CONTRACTING- NOT APPLICABLE</i>
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <p><i>a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i></p> <p><i>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</i></p> <p><i>NOTE: Bidders SHALL use ATTACHED template of Bid Securing Declaration.</i></p> <p><i>Other forms of Bid Securing Declaration will NOT BE ACCEPTED and SHALL BE RATED "FAILED".</i></p>
19.4.	<p><i>The Project shall be awarded as follows:</i></p> <p><i>One Project having several items grouped into one lot, which shall be awarded as one contract.</i></p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within 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.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

Information that complements provisions of the GCC must be incorporated.

Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to 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 <i>End-User Representative, Authorized Property Management Unit Personnel and Inspection Committee Member.</i></p> <p><u>Supplier shall coordinate with the End-user and Property Management Unit for final schedule of delivery.</u></p> <p><u>To schedule the delivery, please click this link or scan the QR code:</u></p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div data-bbox="572 1234 904 1283" data-label="Text"> <p>https://sites.google.com/view/pmu-scheduleofdelivery/home</p> </div> <div data-bbox="1015 1191 1212 1386" data-label="Image"> </div> </div> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></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 spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>One Year</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>not more than Seven Calendar Days</i> of placing the order.</p>

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2 . 2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none"> ✓ Progress Billing – after complete delivery per region; ✓ after completion of the capacity enhancement of beneficiaries on the operation and maintenance; and upon submission of required documents subject to accounting rules and regulations.
4	<p>The inspections and tests that will be conducted are: <i>Inspection per conformity and compliance to technical specifications.</i></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.

Delivery Schedule for Composting Facilities for Biodegradable Wastes (CFBW) FY 2023

LOT 2	Delivery Schedule	REGION	Total No. of Units
	November 1, 2023 - December 10, 2023	5	240
	February 1, 2024 - March 30, 2024	4B	247
	February 1, 2024 - March 30, 2024	NCR	10
	April 1, 2024 - May 30, 2024	4A	198
		TOTAL	695

DISTRIBUTION LIST OF COMPOSTING FACILITIES FOR BIODEGRADABLE WASTES (CFBW) FY 2023		
LOT 2 (Luzon B)		
REGION	PROVINCE	CFBW TOTAL
National Capital Region (NCR)	Metro Manila	10
SUB-TOTAL		10
Region IV-A - CALABARZON	Batangas	24
Region IV-A - CALABARZON	Cavite	17
Region IV-A - CALABARZON	Laguna	53
Region IV-A - CALABARZON	Quezon	64
Region IV-A - CALABARZON	Rizal	40
SUB-TOTAL		198
Region IV-B - MIMAROPA	Marinduque	16
Region IV-B - MIMAROPA	Occidental Mindoro	65
Region IV-B - MIMAROPA	Oriental Mindoro	64
Region IV-B - MIMAROPA	Palawan	50
Region IV-B - MIMAROPA	Romblon	52
SUB-TOTAL		247
Region V - Bicol Region	Albay	40
Region V - Bicol Region	Camarines Norte	28
Region V - Bicol Region	Camarines Sur	83
Region V - Bicol Region	Catanduanes	13
Region V - Bicol Region	Masbate	44
Region V - Bicol Region	Sorsogon	32
SUB-TOTAL		240
TOTAL		695

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Revised 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>		

	Item Description	Statement of Compliance
	I. One (1) unit Biomass Shredder	
	A. <u>Shredding capacity: Minimum of 1 ton per hour</u> Verification: 1) AMTEC Test Report 2) Post-Qualification	
	B. <u>Shredding efficiency: At least 90%</u> Verification: 1) AMTEC Test Report 2) Post-Qualification (actual testing) a) At least <u>90%</u> of the shredded output shall pass through a 1inch-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. <u>Shredding Chamber:</u> 1) Thickness: Not less than 10 mm 2) Material/Method: Cast iron/full-welded metal steel	
	D. <u>With built-in wood chipper:</u> Chipping ability minimum requirement: Can chip up to 3cm diameter of softwood (If it can chip bigger diameter of softwood, better.)	
	E. <u>Shredding blades and chipping blades:</u> 1) Material: minimum of 4140 steel properties or its equivalent, quenched and tempered steel Verification:	

a) Submitted during the **submission of a bid proposal** as part of Technical Proposal: **Submission of Mill Certificate certified by source dealer or its equivalent** such as Chemical Analysis from DOST- Metals Industry Research and Development Center (MIRDC). Please note that analysis results specific for any other project shall not be accepted.

b) Post-Qualification: **Chemical Analysis and Metal ID of the blade by DOST - Metals Industry Research and Development Center (MIRDC)**. Cost of analysis will be shouldered by Bidder.

c) Prior to distribution: **Chemical Analysis, Metal ID, of the blades by DOST- MIRDC**. Cost of analysis will be shouldered by the winning bidder.

Number of sample blades:

Post Qualification	Prior to Inspection and Acceptance
2	8

Note: Positive Result of analysis shall be available prior to Inspection and Acceptance.

The bidder or its representative shall be present during the submission of samples to the testing center.

NOTE: Failure to comply with the required specification prior to distribution shall be ground for termination of contract and/or blacklisting. (Based on PAES 103:2000 - Agricultural Machinery - Method of Sampling)

Note: The bidder shall have replacement for the blades used for analysis.

Chemical composition of 4140 Steel (minimum requirement):

Element	Required composition by <i>ASM</i> ^a (%) SAE# 4140/AISI# 4140	Required composition by <i>UNS</i> ^b (%) 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

^a*ASM (American Society for Metals) International Metals Handbook, Vol. 1, 10th ed.*

^b*UNS (Unified Numbering System, Metals & Alloys in the), 11th ed.*

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 4140 (or its equivalent) steel shredding blades	
	<p>F. <u>Power Source/Engine</u></p> <ol style="list-style-type: none"> 1) Power: At least 7-Hp 2) Diesel; water-cooled; single horizontal cylinder; 4 stroke cycle 3) Power transmission: Belt-driven (with shredder machine and power source mounted on a common steel base) 4) Fuel consumption (on average consumption): Max= 2.4L/hr 5) Average output power: Not less than 4.45 kW as indicated in the Continuous Running Test per AMTEC Test Report of Engine 6) Weight: Max=75kg; Verification: AMTEC Test Report of Engine 7) With manual and standard engine tools 8) Submit a photocopy/scanned copy of Certificate of Conformity from DA-BAFE (CTC- optional)- shall be submitted as part of your Technical Proposal. <p>Note: Bidder shall be the primary holder or is in the list of Authorized Dealers/Distributors/Retailers of the engine. For those under JVA, bidder/s responsible for the supply of engines shall be the primary holder or is in the list of Authorized Dealers/Distributors/Retailers of the engine.</p> <p>Verification is during Post Qualification (presentation of Original Copy or through BAFE website).</p>	
	<p>G. Other Parts/Provisions</p> <ol style="list-style-type: none"> 1) Feeding plate and hopper/funnel: Thickness: Not less than 1.7mm 2) Belt: <ol style="list-style-type: none"> a) With cover or guard provisions b) With belt tightening or adjustment mechanism 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 4) Maintenance tools: grease gun, rubber mallet, set of combination wrenches suited for nuts and bolts of the shredder, adjustable wrench, and heavy-duty goggles; with tool box that can carry the aforesaid tools <p>Verification: Post-Qualification</p>	
	<p>H. <u>Valid AMTEC Test Reports for:</u></p> <ol style="list-style-type: none"> 1) Shredder and engine couple (couple being offered) 2) Engine only. <p>The AMTEC Test Reports for submission for biomass shredder, engine, and rotary composter may not be the original certified true copy by AMTEC. It can be a <u>CLEAR</u> Photocopy/ scanned copy of the certified true copy by AMTEC.</p> <p><i>Both submitted during submission of bids as part of the technical proposal.</i></p>	

	<p>I. Conformity to Standards: 1) PNS/PAES 244:2010 (Agricultural machinery – Biomass shredder – Specifications): Manufacturing requirements; performance requirements; safety, workmanship, and finish; and markings; unless otherwise specified herein. 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> <p><i>“Note: In view of the recent PNS/BAFS 330:2022: Technical Means for Ensuring Safety Guidelines, providing for the acceptable maximum noise level by DOLE, the procuring entity will refer to this in terms of the provisions in the noise level. Under the Normative References of the 2022 Standards, it has referred to the DOLE Occupational Safety and Health (OSH) Standards. Under the Threshold Limit Values for Noise of DOLE OSH Standards, ear protective devices shall be provided if controls fail to reduce sound within specified levels. The procuring entity will abide by this. If the noise level of biomass shredder in the AMTEC Test exceeds that of the prescribed limit in PAES 244:2010, ear protective devices (e.g. earmuffs, earplugs, etc.) shall be provided by the supplier. The number of ear protective devices to be provided will be based on the number of operators indicated in the AMTEC Test Report of the biomass shredder. In the absence of such number in the said Report,</i></p>	
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	<p><i>the supplier shall provide at least three ear protective devices per unit of biomass shredder.</i></p> <p>Specification of Ear Protective devices (Ear muffs/Ear Plugs), if applicable With noise reduction rating enough to reduce the noise in excess of the allowable in the AMTEC Test</p>	
	II. One (1) unit Rotary Composter	
	J. Rotational Speed: Approx. 1-2 turns every 3 minutes	
	<p>K. Drum: 1) Material: stainless steel 2) Main Panel: Thickness: not less than 1.4mm Side Panels: Thickness: not less than 1.2mm 3) Volumetric capacity: At least 2 cubic meters 4) Input Capacity by weight: 1 ton (per batch) 5) With Baffles: a) Number: At least 6 b) Material: stainless steel 6) With Air vents: four (per side panel) With Discharge window and blower</p>	
	<p>L. Shaft Support and rotary composter stand: Angle bar size or Channel Bar: At least 3"x3"x1/4" With diagonal corner bracings on stands required for 3"x3"x1/4". With square metal footing to improve bearing contact area to the ground: Dimensions: 5in x 5in to 6in x 6in, thickness: 6mm-12mm, edges removed</p>	
	<p>M. Power Source 1) Power: Minimum= 1 hp or 0.746kW 2) 220V 3) Single-phase induction motor Transmission: Free-wheel after engine stop so as the weight of the substrate does not stress the engine after stop</p>	

	<u>N. Other Parts/Provisions</u> OPTIONAL: 1. Ladder 2. Discharge chute	
	<u>O. Valid AMTEC Test Report for Rotary Composter - Certified True Copy by AMTEC submitted during submission of bids as part of technical proposal</u> The AMTEC Test Reports for submission for biomass shredder, engine, and rotary composter may not be the original certified true copy by AMTEC. It can be a <u>CLEAR</u> Photocopy/ scanned copy of the certified true copy by AMTEC.	
	III. Requirements for BOTH Shredder and Composter, and Other Requirements	
	<u>P. Fabrication: Locally-fabricated; can withstand the stresses of demanding use</u> <u>Shall be free from manufacturing defects, sharp edges and surfaces other than the cutting mechanism to ensure safety of the operators</u> Note: 1 Brand 1 Model for each component.	
	<u>Q. Bolts and nuts must be stainless</u>	
	R. Other provisions: 1. With sticker containing the BSWM and Banner Program logos to be provided/confirmed by end-user	
	2. With serial number on metal steel plate	

S. Other Submissions:

1) Detailed Engineering Design

- a) Indicating major parts and specifications, including measurements, scale, and other important details, of the shredder and composter contained herein.
- b) Signed and sealed by a Registered Agricultural and Biosystems Engineer with a valid copy of PRC License attached.
- c) Submitted during submission of bids as part of technical proposal.

2) Certificate of Availability of Stocks and its location PER LOT:

Lot	Stocks Available	
	Assembled	Raw materials
2	24	216

IMPORTANT:

Submit as part of your technical proposal:

Execution Plan for the whole contract (capacity to produce per week) that the bidder can complete the delivery as scheduled.

Verification: Post-Qualification

Note: Bidder shall provide inventory of assembled units and raw materials during the Post-Qualification.

3) Certificate of Warranty

- a) For parts: Minimum of two (2) years
- b) After sales service: Lifetime
- c) Submitted during submission of bids as part of technical proposal
- d) Conformity to Minimum Standards of PNS/BAFS/PAES 192:2016: Guidelines on After-Sales Service: requirements of services and parts availability, training, maintenance, and operation
- e) Warranty Certificate shall be provided to each unit of CFBW (as part of the operations Manual)**
- f) With process/steps on how to avail the warranty on the certificate

4) Certificate of Availability of Service Centers or Service Provider

- a) In case of service center: At least 1 per region; with list of addresses, contact persons, and contact details; or
- b) In case of service provider: Contract, proof of training of service provider personnel, list of personnel provided with training.

5) Operations Manual

- a) With Warranty Certificate per manual for each unit of CFBW**
- b) With drawings/photos indicating major parts and functions
- c) With instructions on how to operate, troubleshoot, replace blades
- d) Written in understandable text with illustrations
- e) Submitted during submission of bids as part of technical proposal
- f) With location and contact information of the suppliers nearest Service Center or Service Provider
- g) Manual shall be in English and Filipino language.

	<p>6) Valid NAMDAC Certificate as manufacturer/ fabricator Verification: During Bid-Evaluation and Post-Qualification Note: Biomass shredder and rotary composter shall be on the product line of Bidder during Post-qualification</p> <p>7) Valid BAFE Permit to Operate Certificate as manufacturer/ fabricator Verification: During Bid-Evaluation and Post-Qualification Note: Biomass shredder and rotary composter shall be on the product line of Bidder during Post-qualification</p> <p>8) Workplan and Cost Estimate for Trainings to be conducted</p> <p>9) Video of How to Operate, troubleshoot, replace blades</p> <ol style="list-style-type: none"> Included in an OTG flash drive for provision to recipient (during training) Verification: During Post-Qualification 	
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	<p><u>T. Training Provision from Supplier:</u></p> <ol style="list-style-type: none"> For the End-Users – Bureau of Soils and Water Management (BSWM), National Organic Agriculture Program (NOAP), High Value Crop Development Program (HVCDP), National Rice Program (NRP), and National Corn Program (NCP): Hands-on Training prior to delivery (Pax expected: 80, At least 1 day) <ul style="list-style-type: none"> With meals (Venue: BSWM, QC) For the Beneficiaries <ol style="list-style-type: none"> Demonstration of overall operation (mechanism and proper use of auxiliary parts), and maintenance of the machine by a knowledgeable and capable staff during delivery and inspection of CFBW Capacity Enhancement of beneficiaries per batch on the operation and maintenance of CFBW (<i>See attached Annex for details</i>) <p>Inclusive of the following:</p> <p>Meals and accommodation for 2 DAYS AND 1 NIGHT</p> <ul style="list-style-type: none"> Max. of 2 participants per unit Representatives from BSWM, Banner Programs (NOAP, HVCDP, NRP, NCP and DA-RFO (RED, Banner Program Regional Focal Persons and APCO)) <p>Training Kits per participant (envelope, ID, pen, notebook, such as/ among others)</p> <p>Hands-on Training (on-site with CFBW)</p> <ul style="list-style-type: none"> Should be near to the venue With vehicle provision (from venue to hands-on training site, if applicable) Training of beneficiaries per region <u>SHALL</u> be conducted <u>within 3 months after the final inspection and acceptance.</u> Submission of Work Plan for training including names of speaker/s assigned per batch. Submit as attachment of technical proposal during submission and opening of bids. Submission of all Curriculum Vitae (CV) of resource speakers as supporting document of Section VII. Resource Speakers shall be Qualified/ Knowledgeable to discuss/train about the following topics: <ol style="list-style-type: none"> Operation and Maintenance <ul style="list-style-type: none"> Composting Process using the technology package offered Technical Specifications Shredder Machine 	
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	<p>Rotary Composter</p> <ul style="list-style-type: none"> - Detailed description of Major Parts and its Functions - Maintenance and troubleshooting - Operations Cost Estimate (Labor and Energy Resources) <p>b. Hands on Training on CFBW Operation</p> <ul style="list-style-type: none"> - Maintenance and troubleshooting (actual) 	
	<u>U. Point of Delivery: On-site</u>	
	<u>V. Compliance with Section VI. Schedule of Requirement</u>	
	<u>W. Conformity to Section VII- signed by the Authorized Representative and certified and sealed by Agricultural and Biosystems Engineer per Section 27 (e) under RA 10915</u>	
	<u>X. Prices are inclusive of VAT and Freight services</u>	
	<u>Y. During implementation:</u> Upon transfer of technology packages to beneficiaries, the 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.	
	<u>Z. For Joint Venture: Joint Venture Agreement or Notarized Statement (from all potential partners) shall include the following provisions:</u> <ol style="list-style-type: none"> 1. Roles and responsibilities (contributions) of each joint venture partners 2. To be signed by all Joint Venture Partners 3. Assign specific Authorized Representative for this project 4. Duly notarized 	

LOT 2 (Luzon B)	Region	Allocation	Beneficiaries	BSWM Representative per batch	NOAP, HVCDP, NRP AND NCP Representative per batch	DA-RFO (RED, Focal Person, APCO, etc.) per batch	Batch per Region	Total Pax
	NCR	10	20					20
	4a	198	396	2	4	4	8	476
	4B	247	494	2	4	4	10	594
	5	240	480	2	4	4	9	570
Total		695	1370				27	1660

Training Schedule for Composting Facilities for Biodegradable Wastes (CFBW) FY 2023

LOT 2	Training Schedule	REGION	Total No. of Units
	January 15, 2024 - March 30, 2024	5	240
	April 1, 2024 - June 30, 2024	4B	247
	April 1, 2024 - June 30, 2024	NCR	10
	June 1, 2024 - August 30, 2024	4A	198
		TOTAL	695

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
	(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.
<u>Financial Documents</u>	
	(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.
<i>Class “B” Documents</i>	
	(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.
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
	(i) <i>[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]</i> 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.
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FINANCIAL COMPONENT ENVELOPE

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



Annex A: 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 shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).**
3. 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.
4. 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]

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

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: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

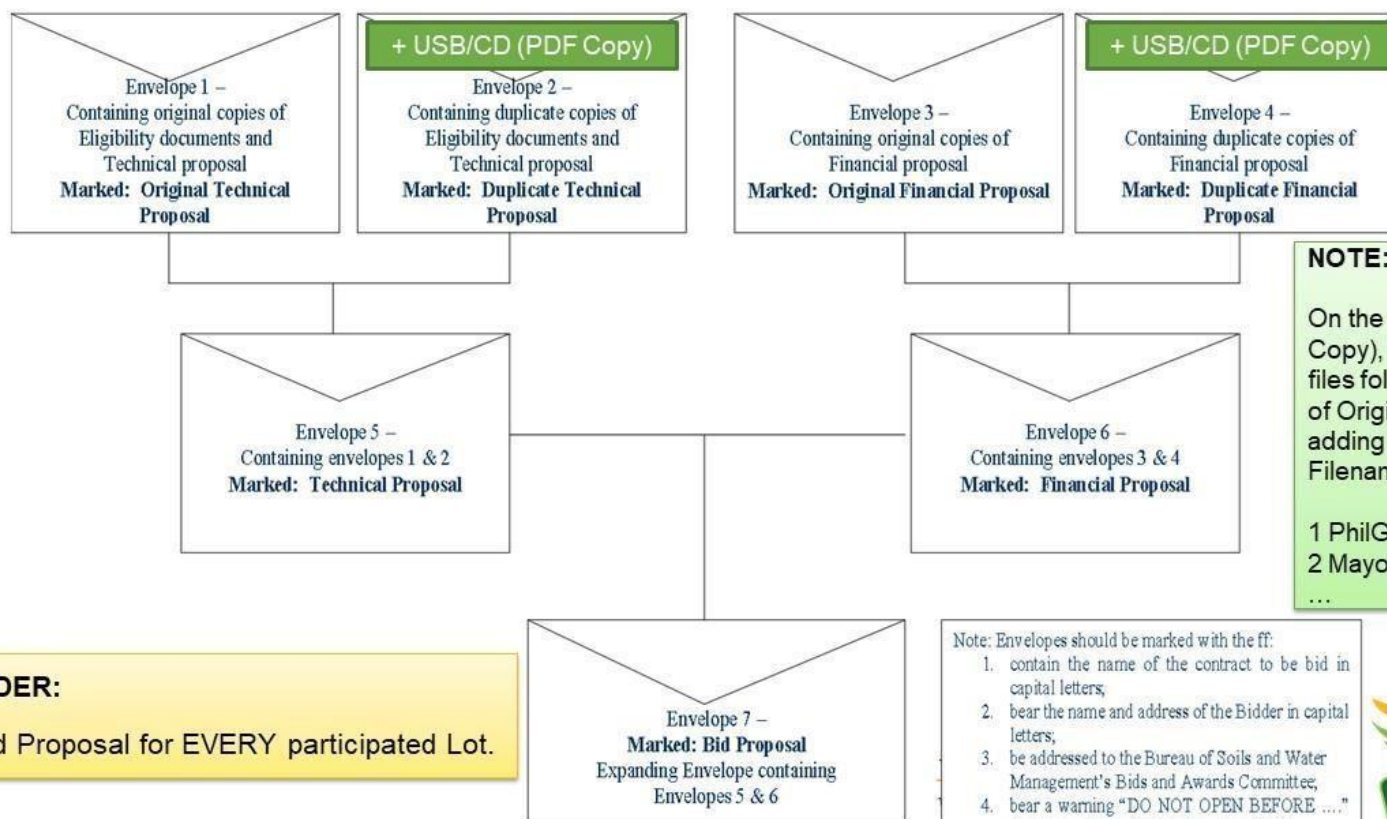
3 Certificate of Completion OR End-user's Acceptance OR Proof of payment

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Sealing and Marking of Bid:



NOTE:

On the USB/CD (PDF Copy), Please arrange files following sequence of Original Copy by adding number on the Filename.

1 PhilGEPS
2 Mayors Permit
...

REMINDER:

One Bid Proposal for EVERY participated Lot.

Note: Envelopes should be marked with the ff:

1. contain the name of the contract to be bid in capital letters;
2. bear the name and address of the Bidder in capital letters;
3. be addressed to the Bureau of Soils and Water Management's Bids and Awards Committee;
4. bear a warning "DO NOT OPEN BEFORE" the date and time for the Opening of Bids.



Region VII								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Region VIII								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Region IX								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Region X								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Region XI								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Region XII								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
CARAGA								
a. Size Reduction Machine (1 unit per site)								
b. Rotary Composter (1 unit per site)								
Capacity Enhancement per Region								
Please state number of batches applicable per lot								
TOTAL:								
Note: For computation purposes, reflect Column Six (Transportation Expenses) on Rotary Composter only.								
Name: _____								
Legal Capacity: _____								
Signature: _____								
Duly authorized to sign the Bid for and behalf of: _____								

