Republic of the Philippines
PHILIPPINE ECONOMIC ZONE AUTHORITY
Cavite Economic Zone, Rosario Cavite

SOLID WASTE MANAGEMENT SERVICES AT THE CAVITE ECONOMIC ZONE

(CEZITB 2022-05-007)

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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

INVITATION TO BID

SOLID WASTE MANAGEMENT SERVICES AT THE CAVITE ECONOMIC ZONE (CEZITB 2022-05-007)

1. The PHILIPPINE ECONOMIC ZONE AUTHORITY-CAVITE ECONOMIC ZONE (PEZA-CEZ), through the Corporate Operating Budget for CY 2022 intends to apply the sum of **Pesos: Twelve Million Eight Hundred Eighty-One Thousand Thirteen and 71/100 Only (₱12,881,013.71)** being the Approved Budget for the Contract (ABC) to payments under the contract for "**Solid Waste Management Services at the Cavite Economic Zone" CEZITB 2022-05-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PEZA-CEZ now invites bids for the above Procurement Project. Delivery of the goods and services is required for a period of One (1) year. Bidders should have completed, within ***the last 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 No. 5183.

4. Prospective Bidders may obtain further information from CEZ-BAC Secretariat and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00 a.m. to 5:00 p.m.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **13 May 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **twenty-five thousand Pesos Only (₱25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The PEZA-CEZ will hold a **Pre-Bid Conference** on **May 23, 2022, 2:30pm**, 2nd Floor, Function Room, New Administration Building, Cavite Economic Zone, Rosario, Cavite, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. *For bidders who wish not to be physically present during the pre-bid conference, the BAC Secretariat shall email invite/meeting ID and password* ***to those who signify their intent via email below one day before the scheduled pre-bid conference.***

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **2:00pm, June 06, 2022**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on **June 06, 2022, 2:30pm** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. In any case the above dates are declared a special non-working holiday, it will automatically be reset on the next working day.

11. The PEZA-CEZ 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:

Secretariat, CEZ-Bids and Awards Committee
Phil. Economic Zone Authority-Cavite Economic Zone
2/F New Administration Bldg., CEZ, Rosario, Cavite
Tel. Nos. (046) 4376146 / 4376070
Tel./Fax No. (046) 437-6090
Email: cezbac@peza.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:
1. PEZA Website (https://www.peza.gov.ph/bid-opportunities); or
2. Philgeps Website

11 May 2022

-osgd-
LEVI D. VIZMANOS
Chairperson, CEZ-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PEZA-Cavite Economic Zone (PEZA-CEZ)* wishes to receive Bids for the *Solid Waste Management Services at the Cavite Economic Zone*, with identification number *CEZITB 2022-05-007.*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of One (1) *lot or item*, 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 *CY2021* in the amount of ***Pesos:*** **Twelve Million Eight Hundred Eighty-One Thousand Thirteen and 71/100 Only (₱12,881,013.71)**.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[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.

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:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address on **May 23, 2022, 2:30pm** at 2nd Floor, Function Room, New Admin Buidling CEZ and/or through videoconferencing / webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***the last five (5) 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.

12. Bid Prices

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

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

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

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

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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 ***One hundred twenty (120) days from the date of opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

Submission of Bids: 2:00pm, June 06, 2022

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.

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 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.

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.* Contracts similar to the project shall refer to solid waste management services; b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*Subcontracting is not allowed.*
12	The price of the Goods shall be quoted *VAT Inclusive,* DDP ***Cavite Economic Zone, Rosario Cavite*** or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **₱275,620.27**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **₱644,050.69**, if bid security is in Surety Bond.
19.3	*Project will be awarded as single lot. The ABC is Pesos:* ***Twelve Million Eight Hundred Eighty-One Thousand Thirteen and 71/100 Only (₱12,881,013.71)****. Any bid with a financial component exceeding this amount shall be rejected.*
20.2	*Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present the following requirements for post qualification:* *1. Income and business tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission.*
21.2	***List of additional contract documents relevant to the Project:*** *1. Certificate that the Bidder is at least five (5) years in the collection, transport & disposal of solid waste;* *2. Certificate that the Bidder has completed solid waste management contract for at least five (5) years in an industrial park with locators that generate*

	various wastes from different industries such as garments, wood, glass, metal, plastic etc. within the last two years; 3. *Certification from the developer of the industrial estate stating the quality of services that it has rendered for solid waste collection, transport and disposal as well as for the operation and maintenance of an MRF and composting facility and has utilized a DENR approved alternative technology for processing of residual waste to minimize the volume of residual wastes, stating particulars thereof;* 4. *Valid PEZA Certificate of Registration as residual waste hauler;* 5. *Certificate of Training of key personnel including the Supervisor and the Processor for each residual waste transport vehicle on the PEZA guidelines on handling and transport of economic zones solid waste;* 6. *Authority to dump residual wastes in a DENR approved sanitary landfill;* 7. *Certification that the Bidder has readily available DENR or DOST accepted Alternative Treatment Facilities for the disposal of residual wastes (include the corresponding certificates from DENR or DOST);* 8. *Certificate of Good Standing from SSS, Philhealth & Pag-ibig* 9. *Certificate from previous & current contracting agency of Satisfactory Performance*

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

4. Inspection and Tests

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

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Ms. Jessica M. Itaas***. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 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. 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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

b. in the event of termination of production of the spare parts:

   i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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.

	The outer packaging must be clearly marked on at least four (4) sides as follows: 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 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. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. 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. 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. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	Intellectual Property Rights – 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.
2.2	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

I. MINIMUM REQUIREMENTS OF THE CONTRACTOR

I.1. Qualification

In order to qualify to participate in the bidding of this service contract, the waste management firm must be a PEZA-registered residual waste hauler with a completed solid waste management contract for at least five years in an industrial park with locators that generate various wastes from different industries such as garments, wood, glass, metal, plastic etc.

The waste management firm must be able to present a certification from the developer or operator of the industrial park stating the satisfactory quality of services that it has rendered for solid waste collection, transport and disposal as well as for the operation and maintenance of an MRF and composting facility and that it has utilized a DENR approved alternative technology for processing of residual waste in order to minimize the volume and cost of disposal to sanitary landfills, stating particulars thereof, with pertinent proof/evidence.

The waste management firm's personnel must have undergone training on the PEZA guidelines on handling and transport of economic zones solid wastes.

The waste management firm must have the authority to dump residual wastes in a DENR approved sanitary landfill.

I.2. Personnel and Equipment Requirements

For the performance of scope of works stated herein, the waste management firm must be able to provide the following personnel and equipment:

a. One (1) Project Supervisor

b. Residual Waste Collection
   At least two waste collection vehicles with a capacity adequate to haul the amount of wastes generated daily by the PEZA-CEZ facilities, with assigned professional driver and two helpers in each vehicle.

c. Additional waste collection vehicle/s with assigned professional driver and two helpers in each vehicle to accommodate any increase in volume due to the wastes from locator enterprises that subscribe to the services, shall be provided by the contractor with the cost to be charged directly to subscribers as per contract cost.

d. Operation and Maintenance of the CEZ MRF

   - At least eight personnel who shall be responsible for the effective segregation and storage of the waste brought to the MRF;

- At least one personnel who shall be in charge for the composting of biodegradable wastes; and
- At least three units of mechanical shredders.

e. Transport of the Residual Waste to a DENR-permitted Disposal Facility

- At least one waste vehicle, with a minimum capacity of 20 cubic meters, driven by a professional driver with the necessary required training on the PEZA guidelines on handling and transport of economic zones solid wastes.

I.3. Other Support Services Required

The waste management firm must also be able to provide other services which are not mentioned above but which are necessary to complete the necessary work under the contract and shall be included in the submitted proposal. It is the responsibility of the firm to anticipate and include other items which may have been missed out in this Terms of Reference but are necessary to complete the service contract.

B. TOOLS AND EQUIPMENT SPECIFICATIONS

General Specifications:

The Contractor shall provide the following tools and equipment vis-à-vis its minimum quantities:

1) Collection and Transport of Residual Waste (2 Drivers and 4 Paleros)

DRIVERS - 2	
PARTICULARS	QUANTITY
a) Long Sleeves 100% Cotton (4 per year)	8 pcs
b) Face Mask (3 boxes per year)	6 boxes
c) Gloves (2 sets per year)	4 sets
d) Heavy Duty Raincoat (1 per year)	2 pcs
e) Rubber Boots (1 per year)	2 pairs

PALEROS – 4	
PARTICULARS	QUANTITY
a) Long Sleeves 100% Cotton (4 per year)	16 pcs
b) Face Mask (3 boxes per year)	12 boxes
c) Gloves (2 sets per year)	8 sets
d) Heavy Duty Raincoat (1 per year)	4 pcs
e) Rubber Boots (1 per year)	4 pairs

2) Sorting and Composting of Residual Waste (7 Sorters / 1 Composter)

PARTICULARS	QUANTITY
a. Grass Cutter	1 unit
b. Mechanical Shredder	3 units
c. Long Sleeves 100% Cotton (4 per year)	32 pcs
d. Face Mask (3 boxes per year)	24 boxes
e. Gloves (2 sets per year)	16 sets
f. Heavy Duty Raincoat (1 per year)	8 pcs
g. Rubber Boots (1 per year)	8 pairs

3) Transport and Disposal of Residual Waste (1 Driver)

PARTICULARS	QUANTITY
a) Long Sleeves 100% Cotton (4 per year)	4 pcs
b) Face Mask (3 boxes per year)	3 boxes
c) Gloves (2 sets per year)	2 sets
d) Heavy Duty Raincoat (1 per year)	1 pc
e) Rubber Boots (1 per year)	1 pair

It shall be the responsibility of the Contractor to train its personnel in the proper use and application of machinery, equipment and materials.

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

Signature over Printed Name of Representative : _____

Company/Bidder : _____

Address : _____

Tel No./E-mail Address : _____

Date : _____

Section VII. Technical Specifications

A. PROJECT OBJECTIVES

PEZA CEZ intends to continuously implement a comprehensive solid waste management system at CEZ by contracting the services of a competent contractor that can (a) render efficient waste collection, (b) optimize solid waste reduction through the proper operation of the CEZ Material Recovery Facility (MRF), and (c) undertake safe disposal of the residual solid wastes to a DENR-permitted facility.

B. SCOPE OF WORK

B.1. Scope of Services

The Contractor shall provide all labor, vehicles, tools, equipment, supplies, supervision and services necessary for the efficient residual waste collection, operation and maintenance of the CEZ MRF, and disposal of the residual waste from the PEZA facilities within CEZ as well as from the CEZ locator enterprises that have subscribed to the said service. More specifically, the activities to be performed by the Contractor shall consist of, but not limited to, the following:

a. Residual Waste Collection
   i. Collect the residual waste from CEZ locator enterprises that have subscribed to the CEZ Solid Waste Management Services;
   ii. Collect the residual waste from the PEZA facilities within CEZ, specifically the New Administration Building, Old Administration Building, CEZ Police Station, CEZ Fire Station, CEZ Staff House and Dormitory, Nine (9) Pumping Stations, STP #1 and #2, CEZ Recreation Center, CEZ Farm, street sweepings, and other accumulated wastes along the road networks; and
   iii. Transport the collected residual waste to the CEZ MRF.

b. Operation and Maintenance of the CEZ MRF
   i. Maintain the structural integrity of the CEZ MRF, which includes the building, the grounds, other structures, fixtures and installations;
   ii. Cover the expenses for utilities such as power, water and telephone required for the operation of the CEZ MRF;
   iii. Ensure the safe processing, movement, and storage of the materials within the facility and the proper documentation of the incoming waste stream, recovered recyclable materials, compost production and residual waste for final disposal;
   iv. Undertake a systematic recovery from the waste stream of recyclable materials and secure the recovered items in an orderly manner in the CEZ MRF, with the proceeds from the sale of recyclable materials to be shared by the Contractor with PEZA CEZ on a 30:70 ratio.
   v. Carry out composting activities at the CEZ MRF to process the biodegradable materials from the waste stream.

c. Transport of Residual Waste to DENR-permitted Disposal Facility
   i. Transport and dispose the residual wastes from the CEZ MRF to a DENR-permitted solid waste disposal facility at least once a week or as often as necessary; and
   ii. Prevent the accumulation of wastes within the premises of the CEZ MRF through regular waste disposal.

d. Prepare and submit within the 15th of the succeeding month to PEZA-CEZ the following reports and documents:
   - Monthly report (includes the monitoring record of the volume of waste hauled, personnel and equipment status as well as other significant matters that transpired during the previous month's activity);
   - Other necessary reports and documents that may be required by PEZA-CEZ.

B.2. Schedule and Place of Work

The Contractor shall collect the residual waste from the PEZA facilities within CEZ as well as from the enrolled CEZ locator enterprises, and operate the CEZ MRF from Monday through Saturday, from 8:00AM to 5:00PM. Also, the Contractor shall be required to render services during holidays, as determined by PEZA-CEZ. The frequency of disposal to the DENR-permitted disposal facility shall be made at least once a week or as often as necessary to prevent the accumulation of wastes and to ensure the proper maintenance of the CEZ MRF.

C. RESPONSIBILITIES OF THE CONTRACTOR

Generally, but without limiting to the following, the Contractor shall:

a. Perform the services using sound environmental theories and practices to ensure that the collection, transport and disposal of residual wastes are properly executed in accordance with all prevailing environmental laws;

b. Accept full responsibility of the services performed and shall not hold PEZA-CEZ and/or its employees jointly liable for any untoward event that may arise from its operation;

c. Observe strict compliance with applicable labor laws, particularly on personnel's health and safety, compensation and welfare. As such, the Contractor shall equip all helpers and other personnel directly dealing with collection, MRF operations, transport, and disposal with personal protective equipment such as, but not limited to gloves, masks and safety boots to protect them from the hazards of handling solid waste.

d. Provide the necessary training on Solid Waste Management and the "PEZA Guidelines on Handling and Transport of Economic Zones' Wastes" to personnel tasked with handling of residual waste and the processing of the residual waste transactions with PEZA including the supervisor of the CEZ MRF.

e. Provide adequate number of the required collection vehicles, with standby units in case of emergency, with suitable capacity and ensure that these units are always available in good running condition;

f. Perform the services in an efficient and diligent manner and use its best effort to ensure that the rendering of the solid waste management services shall not affect or disturb the operation of the locator enterprises; and

g. Ensure conformity with all prevailing environmental legislations implemented at the national and local levels.

D. ASSISTANCE TO BE EXTENDED BY PEZA-CEZ

PEZA-CEZ shall extend the following assistance:

a. Provide all the necessary documents and information relevant to the Contractor's performance of their services; and

b. Designate a PEZA – CEZ staff who shall coordinate with the Contractor to ascertain that the scope of work stated herein is carried out accordingly.

E. PROJECT COST ESTIMATE

The budget for this service contract would be funded from the O&M budget of CEZ as well as from the solid waste management fee that shall be collected from the CEZ locator enterprises that shall subscribe to this service. The service contract shall be based on the actual volume of residual waste collected within CEZ. The bid price should not exceed the maximum amount of **THREE HUNDRED TWENTY THREE PESOS AND 66/100 (PhP 323.66) PER CUBIC METER**, inclusive of all direct and indirect costs.

F. CONTRACT DURATION

This service contract shall commence upon receipt of the Notice to Proceed for a period of **ONE YEAR** unless earlier revoked by PEZA-CEZ due to unsatisfactory performance of the Contractor.

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

Signature over Printed Name of Representative	:	_____
Company/Bidder	:	_____
Address	:	_____
Tel No./E-mail Address	:	_____
Date	:	_____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) 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**

☐ (f) 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**

☐ (g) 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**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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

III. ADDITIONAL DOCUMENTS

- Refer to the BID DATA SHEET, Section 21.2 for the list of additional documents relevant to the contract to be bid.
- Duly signed copy of Section VI – Schedule of Requirements
- Duly signed copy of Section VII – Technical Specification/Scope of Works

BIDDING FORMS

(https://www.gppb.gov.ph/downloadables.php)

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agentCurrencyCommission or gratuity

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.:*

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

      Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

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

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

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

    a. Carefully examining all of the Bidding Documents;
    b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
    c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
    d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

PHILIPPINE ECONOMIC ZONE AUTHORITY

ANNEX A

Solid Waste Management Services at the Cavite Economic Zone
Reference No. CEZITB 2022-05-007

List 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	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
						Total Cost		

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

ANNEX B

PHILIPPINE ECONOMIC ZONE AUTHORITY

Solid Waste Management Services at the Cavite Economic Zone
Reference No. CEZITB 2022-05-007

Statement of Single Largest Completed Contract which is similar in nature

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This attachment shall be supported with:

1. NOA / NTP / Contract and or Purchase Order for Private Contracts
2. Certificate of Completion and Acceptance for Government Contracts
3. Official Receipts for Private Contracts

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

ANNEX C

Project Name : **SOLID WASTE MANAGEMENT SERVICES AT CAVITE ECONOMIC ZONE**
Location : Cavite Economic Zone, Rosario, Cavite
:

Basis for computation
Number of working days per year: **297**
Volume of residual waste for collection: **Approximately 134 cubic meters per day**
Volume of residual waste for disposal: **Approximately 384 cubic meters per month**

1	**WASTE COLLECTION VEHICLE**	Months	No. of Trips per month	Amount per Trip (₱)	Monthly Amount (₱)	Annual Amount (₱)
1.a.	Vehicle No. 1_____ Cu. Meters Rental Cost and Operation Cost including Maintenance and Fuel	12				
	Sub - Total					
1.b.	Vehicle No. 2_____ Cu. Meters Rental Cost and Operation Cost including Maintenance and Fuel	12				
	Sub - Total					
	TOTAL FOR WASTE COLLECTION VEHICLES					

2	**WASTE DISPOSAL VEHICLE**	Months	No. of Trips per month	Amount per Trip (₱)	Monthly Amount (₱)	Annual Amount (₱)
1.a.	Vehicle No. 3_____ Cu. Meters Rental Cost and Operation Cost including Maintenance and Fuel and Incidental Expenses	12				
	TOTAL FOR WASTE DISPOSAL VEHICLE					

ANNEX C

Project Name : **SOLID WASTE MANAGEMENT SERVICES AT CAVITE ECONOMIC ZONE**
Location : Cavite Economic Zone, Rosario, Cavite

BID PRICE SCHEDULE

Number of working days per year: **297**
Volume of residual waste for collection: **Approximately 139 cubic meters per day**
Volume of residual waste for disposal: **Approximately 384 cubic meters per month**

Particulars	Quantity (Months)	Quantity (PerMonth)	Monthly Amount per Person (₱)	Annual Amount (₱)
3 SALARIES AND BENEFITS				
3.a. **Supervisor**				
Basic Salary	12	1		
Benefits:				
13th Month	12	1		
SSS	12	1		
ECC	12	1		
Philhealth	12	1		
S/V Leave	12	1		
PAG-IBIG	12	1		
Sub - Total for Supervisor				
3.b. **Drivers**				
Basic Salary	12	3		
Benefits:				
13th Month	12	3		
SSS	12	3		
ECC	12	3		
Philhealth	12	3		
S/V Leave	12	3		
PAG-IBIG	12	3		
PPE				

Project Name : **SOLID WASTE MANAGEMENT SERVICES AT CAVITE ECONOMIC ZONE**
Location : Cavite Economic Zone, Rosario, Cavite

BID PRICE SCHEDULE

Number of working days per year: **297**
Volume of residual waste for collection: **Approximately 139 cubic meters per day**
Volume of residual waste for disposal: **Approximately 384 cubic meters per month**

Particulars		Quantity (Months)	Quantity (PerMonth)	Monthly Amount per Person (₱)	Annual Amount (₱)
Longsleeves, 100% cotton	(4)	12	3		
Face Mask (Box)	(3)	12	3		
Gloves	(2)	12	3		
Rubber Boots	(1)	12	3		
Heavy Duty Rain Coat	(1)	12	3		
Sub - Total for Drivers					
3.c. **Paleros**					
Basic Salary		12	4		
Benefits:					
13th Month		12	4		
SSS		12	4		
ECC		12	4		
Philhealth		12	4		
S/V Leave		12	4		
PAG-IBIG		12	4		
PPE					
Longsleeves, 100% cotton	(4)	12	4		
Face Mask (Box)	(3)	12	4		
Gloves	(2)	12	4		
Rubber Boots	(1)	12	4		
Heavy Duty Rain Coat	(1)	12	4		

Project Name : **SOLID WASTE MANAGEMENT SERVICES AT CAVITE ECONOMIC ZONE**
Location : Cavite Economic Zone, Rosario, Cavite

BID PRICE SCHEDULE

Number of working days per year: **297**
Volume of residual waste for collection: **Approximately 139 cubic meters per day**
Volume of residual waste for disposal: **Approximately 384 cubic meters per month**

Particulars		Quantity (Months)	Quantity (PerMonth)	Monthly Amount per Person (₱)	Annual Amount (₱)
Sub - Total for Paleros					
3.d. **Waste Sorters and Composters**					
Basic Salary		12	8		
Benefits:					
13th Month		12	8		
SSS		12	8		
ECC		12	8		
Philhealth		12	8		
S/V Leave		12	8		
PAG-IBIG		12	8		
PPE					
Longsleeves, 100% cotton	(4)	12	8		
Face Mask (Box)	(3)	12	8		
Gloves	(2)	12	8		
Rubber Boots	(1)	12	8		
Heavy Duty Rain Coat	(1)	12	8		
Sub - Total for Waste Sorters and Composters					
4 OTHER COSTS					
4.a Equipment Rentals					
4.b Utilities and Maintenance					

ANNEX C

Project Name : **SOLID WASTE MANAGEMENT SERVICES AT CAVITE ECONOMIC ZONE**
Location : Cavite Economic Zone, Rosario, Cavite

BID PRICE SCHEDULE

Number of working days per year: **297**
Volume of residual waste for collection: **Approximately 139 cubic meters per day**
Volume of residual waste for disposal: **Approximately 384 cubic meters per month**

Particulars	Quantity (Months)	Quantity (PerMonth)	Monthly Amount per Person (₱)	Annual Amount (₱)
Sub - Total for Other Costs				

SUMMARY:

1 Waste Collection Vehicles

2 Waste Disposal Vehicle

3 Salaries and Benefits

4 Other Cost

Sub Total

Add: Mark - up

Sub Total

Add: 12% VAT

Total Annual Cost

Total Cost per Month

PHILIPPINE ECONOMIC ZONE AUTHORITY
PEZA

Republic of the Philippines
gppb
Government Procurement Policy Board