

# **PHILIPPINE BIDDING DOCUMENTS**

**PROCUREMENT OF TIPPING AND  
HAULING SERVICES OF MUNICIPAL  
WASTES FROM MATERIAL RECOVERY  
FACILITY AT BARANGAY QUIBAOL  
LINGAYEN, PANGASINAN TO  
AUTHORIZED SANITARY LANDFILL**

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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 Natio

# ***Section I. Invitation to Bid***

Republic of the Philippines  
Province of Pangasinan  
Municipality of Lingayen

## **INVITATION TO BID FOR PROCUREMENT OF TIPPING AND HAULING SERVICES OF MUNICIPAL WASTES FROM MATERIAL RECOVERY FACILITY AT BARANGAY QUIBAOL, LINGAYEN, PANGASINAN TO AUTHORIZED SANITARY LANDFILL**

The *Local Government Unit of Lingayen*, intends to apply the sum of *Eight Million Seven Hundred Forty Nine Thousand Nine Hundred Ninety Two Pesos and Fifty Centavos (P8,749,992.50)* Only being the ABC to pay for the *Procurement of Tipping and Hauling Services Of Municipal Wastes From Material Recovery Facility At Barangay Quibaol, Lingayen, Pangasinan To Authorized Sanitary Landfill* with Purchase Request No. 100-22-01-041 to be charged through the LGU's General Fund- MOOE. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Local Government Unit of Lingayen* invites bids for the above Procurement Project. Delivery of Services shall commence from the date of the Notice to Proceed *for a period of one year or until the Contract Price is used up, which ever comes first* Bidders should have completed, within *three 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).

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.

Prospective Bidders may obtain further information from *BAC Office, Municipal Hall, Building, Lingayen, Pangasinan* and inspect the Bidding Documents at the address given below during *8:00 in the morning to 5:00 in the afternoon, Mondays to Fridays except holidays*.

A complete set of Bidding Documents may be acquired starting *February 2, 2022 to March 2, 2022* from the BAC Office, Municipal Hall Building, Lingayen, Pangasinan *and upon payment of the applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos Only (P10,000.00)*. The Bidder or authorize representative shall present its proof of payment of fees personally to the BAC Office before bidding documents will be released.

The *Local Government Unit of Lingayen* will hold a Pre-Bid Conference on *February 16, 2022, 9:00 A.M.* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan*, which may be attended by prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the Office of the Bids and Awards Committee, Local Government Unit of Lingayen, Municipal Hall, Lingayen, Pangasinan 2401 on or before 9:00 in the morning, March 2, 2022. 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 14.

Bid opening shall be at the Municipal Conference Room, 2<sup>nd</sup> Floor, Municipal Hall Building, Lingayen, Pangasinan on March 2, 2022 after the closing time of the submission of bids. Bids will be opened in the presence of the bidders' representatives and observers who choose to attend the activity.

The *Local Government Unit of Lingayen* 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.

For further information, please refer to:

ARNULFO S. BERNARDO  
*Head BAC Secretariat*  
*LGU Lingayen*  
*Municipal Hall Building*  
*Lingayen, Pangasinan*

You may visit the following websites:

For downloading of Bidding Documents: [www.lingayen.gov.ph](http://www.lingayen.gov.ph)

February 2, 2022

Date of Issue

JOAN JUDE R. LOPEZ, LLB, MBM  
*BAC Chairperson, Mun. Civil Registrar*

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Municipality of Lingayen* shall receive Bids for the *Procurement of Tipping and Hauling Services Of Municipal Wastes From Material Recovery Facility At Barangay Quibaol, Lingayen, Pangasinan To Authorized Sanitary Landfill*, with Purchase Request number 100-22-01-041.

The Procurement Project (referred to herein as “Project”) is composed of *tipping fee* and *hauling fee (when the need arises)*. The details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of ***Eight Million Seven Hundred Forty Nine Thousand Nine Hundred Ninety Two Pesos and Fifty Centavos (P8,749,992.50) Only*** at the rate of not more than *Eight Hundred Fifty Pesos (P850.00) per ton for tipping fee* and not more than *seven hundred fifty pesos (P750.00) per ton (when the need arises) for hauling*.

*Note: The primary hauler is the Municipality of Lingayen*

2.2. The source of funding is:

*LGU's General Fund- MOOE*

### **3. Bidding Requirements**

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

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

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

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

**The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive,**



**coercive, and** obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
  - a. For the procurement of 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. Bidder’s Responsibilities**

6.1 The Bidder is responsible for the following:

- (a) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (b) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) .
- (c) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (d) Ensuring that 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;
- (e) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (f) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.3 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.4 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.5 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fees for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Subcontracts**

*The Procuring Entity has prescribed that Subcontracting is not allowed.*

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on February 16, 2022, 9:00 in the morning at Municipal Conference Room, 2<sup>nd</sup> Floor Municipal Hall Building, Lingayen, Pangasinan 2401.

## **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 *three 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.

## 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.

## 13. Bid and Payment Currencies

12.1 Payment of the contract price shall be made in: Philippine Pesos.

## 14. Bid Security

14.1. The Bidder shall submit 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**.

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)

<p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

14.2. The Bid and bid security shall be valid until 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 one original copy and additional copy of the technical and financial components of its bid.

Bidders shall enclose the original copy of their technical documents in one long brown envelope marked "ORIGINAL – TECHNICAL DOCUMENTS", and shall do the same to the original copy of the financial components of their bid; marked "ORIGINAL – FINANCIAL DOCUMENTS" on a long brown envelope as well. These two brown envelopes shall be sealed in a long brown envelope marked "**ORIGINAL BID**".

The other copy of the Technical and Financial Documents shall be similarly sealed on a long brown envelope duly marked as "COPY – TECHNICAL DOCUMENT" and "COPY – FINANCIAL DOCUMENT" enclosed in a long brown envelope marked "**COPY BID**".

The checklist of Technical and Financial Documents shall be attached on the back side (under the seal flap) of each long brown envelope.

All of the documents (original copy and the other copy) shall bear the signature or initials of the authorized representative on every page as proof of its authenticity.

These two long brown envelopes (ORIGINAL BID and COPY) shall now be enclosed in one final expanding envelope sealed with two-inch packaging tape with the signature of the bidder affixed atop the packaging tape as cognizance of its seal.

All envelopes (long brown and expanding) shall:

- a.) contain the name of the contract to be bid in capital letters;
- b.) bear the name and address of the bidder in capital letters;
- c.) be addressed to the Procuring Entity's BAC as follows:

BIDS AND AWARDS COMMITTEE  
LOCAL GOVERNMENT UNIT OF LINGAYEN  
MUNICIPAL HALL, LINGAYEN, PANGASINAN 2401

- d.) bear a warning "DO NOT OPEN BEFORE..." the date and time of the Opening of Bids written at the front side of each envelope.

## **16. Deadline for Submission of Bids**

- 16.1. The deadline of submission of Bids is on **March 2, 2022**, at exactly 9:00 in the morning. Only manual submission of Bids is allowed.

Each Bidder shall submit one original copy of the first and second components of its Bid and additional one copy (photocopy).

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.

## **17 Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public on **March 2, 2022**, after the closing time of the submission of bids at Municipal Conference Hall, 2<sup>nd</sup> Floor Municipal Hall Building, Lingayen, Pangasinan. The Bidders authorized representatives who are present must present their Special Power of Attorney (SPA) to the BAC Secretariat and shall sign a register evidencing their attendance.

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

- 17.1. 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. Partial Bid is not allowed in this project.
- 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:

One Project having several items that shall be awarded as one contract. (*Tipping fee and Hauling fee shall be awarded as one contract*).

- 19.1. 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.

## 16. 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,

## 17. 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***

<b>ITB Clause</b>	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Tipping and Hauling</i></li> <li>b. completed within three years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable</i>
12	<i>Not applicable</i>
14.1	<p>The bid security shall be in any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than One Hundred Seventy Four Thousand Nine Hundred Ninety Nine Pesos and Eighty Five Centavos (PhP 174,999.85 ) Only (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Four Hundred Thirty Seven Thousand Four Hundred Ninety Nine Pesos and Sixty Three Centavos (PhP 437,499.63) Only (5%) of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	<p><i>Eight Million Seven Hundred Forty Nine Thousand Nine Hundred Ninety Two Pesos and Fifty Centavos (P8,749,992.50) Only at the rate of not more than Eight Hundred Fifty Pesos (P850.00) per tons for tipping fee and not more than Seven Hundred Fifty Pesos (P750.00) per tons (when the need arises) for hauling fee.</i></p>
20.2	<p><i>Pertinent documents to be submitted by the wining supplier to the BAC Office before the issuance of Notice of Award:</i></p> <p><i>PhilGEPS Certificate, Mayor's Permit, latest Income and Business Tax Return, Tax Clearance, Environmental Compliance Certificate (ECC) of the Sanitary Landfill,</i></p>

21.2	<i>Not Applicable</i>
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## ***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. 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.

### **3. Warranty**

The service provider warrants or guarantees that the municipal waste must be hauled or disposed of on a daily basis or as the need arises. In case of injury to person or damage to property in the performance of hauling services, the Local Government Unit of Lingayen is not liable. Sole responsibility lies on the service provider.

### **4. 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**

<b>GCC Clause</b>	
1	<b>Delivery and Documents –</b>  For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the head of MENRO.
2	See Section VI – Schedule of Requirements

## *Section VI. Schedule of Requirements*

The tipping / hauling schedule shall be on a daily basis or as needed. However, billing will be on a monthly basis and computed per actual metric ton disposed.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>ABC</b>	<b>Effectivity of Contract</b>
1	Municipal Waste	≤8,444 metric tons (estimate)	P8,749,992.50	Services shall start immediately upon receipt of Notice to Proceed
	Terms of Reference:			
	1. The Service Provider shall coordinate with the Municipal Environment and Natural Resources Office (MENRO) the operation time schedule from point of origin (assigned area of collection) to a Sanitary Landfill.			
	2. The dump trucks of the Municipal Government of Lingayen shall be used primarily to transport municipal wastes and dispose directly to the authorized Sanitary Landfill.			
	3. In case of unavailability of LGU's hauling equipment or for any other reason, the Service Provider shall undertake the transport / hauling.			
	4. Service Provider must have been granted an Environmental Compliance Certificate (ECC) duly issued by DENR. Otherwise, the Service Provider must have a Memorandum of Agreement with an authorized Sanitary Landfill that has an Environmental Compliance Certificate (ECC) duly issued by DENR			
	5. The Service Provider shall be responsible in looking for other sites for disposal of the LGU's municipal waste, in case the sanitary landfill being used stops or ceases its operations for maintenance and			

	other purposes while the contract still exists.			
	6. An amount of <b>Eight Million Seven Hundred Forty Nine Thousand Nine Hundred Ninety Two Pesos and Fifty Centavos(8,749,992.50)</b> shall be allocated for the hauling and tipping.			
	7. The allocated amount for the hauling service is not consumed said amount will be used for tipping fee and vice versa. The prospective bidders may propose another scheme of costing per cubic meter. In addition, the agency request the prospective bidders to propose other system that is more advantageous to the end user including but not limited to bin transport system.			
	8. The agreement effectively starts from the date of the Notice to Proceed for a period of one year or until the Contract Price is used up, which ever comes first . After the contract expires, the tipping and hauling services shall be continued on a monthly basis under the same terms and conditions until a new contract has been executed.			
	9. The Service Provider must be paid upon submission and processing of the monthly Billing Statement.			
	10. For purposes of payment, the computation shall be as follows:  <b>Payable</b> = Number of Metric Tons x Cost per metric ton  <b>No. of Metric Tons</b> – Metric Tons of Waste collected during operation  <b>Cost per metric ton</b> – Quoted Price during canvass or Public bidding  1 metric ton = 1,000 kg			
	11. Service provider must be ready to start operation immediately upon receipt of Notice to Proceed			

## *Section VII. Technical Specifications*


### **Technical Specifications**

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<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>
	<p>1. The Service Provider shall coordinate with the Municipal Environment and Natural Resources Office (MENRO) the operation time schedule from point of origin (assigned area of collection) to a Sanitary Landfill.</p>	

	2. The heavy dump trucks of the Municipal Government of Lingayen shall be used to transport residual/solid wastes and will be disposed directly to the Sanitary Landfill.	
	3. In case of the LGU's equipment breakdown or being used for emergency purposes, the Service Provider will undertake the transport on "as needed or on call basis".	
	4. The LGU should submit a complete list of its authorized transport vehicles and indicating therein pertinent information of the vehicle (make, type, model, plate no., etc.) and vice versa.	
	5. Service Provider must provide an Environmental Compliance Certificate (ECC) approved by DENR. If not: Service Provider must have an existing memorandum of a Sanitary Landfill that has an Environmental Compliance Certificate (ECC).	
	6. The Service Provider should be responsible to look for other sites for the disposal of the LGU's residual waste in case the sanitary landfill stops temporarily its operation for maintenance purposes or permanent shutdown while the contract is still existing.	
	7. An amount of <b>Six Million Four Hundred Ninety Nine Thousand Nine Hundred Ninety Two Pesos and Fifty Centavos (P 6,499,992.50)</b> is allotted for the payment of tipping fee and <b>Two Million Two Hundred Fifty Thousand Pesos (P 2,250,000.00)</b> for the payment of hauling fee.	
	8. In case the hauling fee is not fully used nor fully utilized, said amount can be used for the payment of tipping fee (if the allotted budget for	

	the payment of tipping fee is already exhausted) or vice versa.	
	9. The agreement effectively starts from the date of the Notice to Proceed for a period of one year or until the Contract Price is used up, whichever ever comes first . However, if the contract is not renewed upon expiration, an extension of six (6) months maybe granted provided that the LGU continue its disposal/hauling services for the Sanitary Landfill.	
	10. The Service Provider must be paid within two weeks upon presentation of the statement of account.	
	11. For purposes of payment, the computation shall be as follows:  <b>Payable</b> – Number of Tons x Unit Cost  <b>Unit Cost</b> – Quoted Price during canvass or Public bidding  <b>No. o Tons</b> – Tons of Waste collected during operation	
	12. Service provider must be ready to start operation immediately upon receipt of Notice to Proceed	

# *Section VIII. Checklist of Technical and Financial Documents*

Municipality of Lingayen

Name of the Procuring Entity

Name of the Contract : \_\_\_\_\_

BIDDER : \_\_\_\_\_

## Checklist of Technical Documents

Member	Member	Member	Member	Member	Vice-Chairman	Chairman
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### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

- |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  | (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b>or</b>   |
|  |  |  |  |  |  |  |  | (a) 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, <b>and</b>   |
|  |  |  |  |  |  |  |  | (b) 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; <b>and</b>   |
|  |  |  |  |  |  |  |  | (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).   |
|  |  |  |  |  |  |  |  | (d) 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; <b>and</b>  |
|  |  |  |  |  |  |  |  | (e) 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; <b>and</b> |
|  |  |  |  |  |  |  |  | (f) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b><br>Original copy of Notarized Bid Securing Declaration; <b>and</b>   |
|  |  |  |  |  |  |  |  | (g) Conformity with the Technical Specifications, which may include production/delivery  |

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schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

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- (h) 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.

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- (i) 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**

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- (j) 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***

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- (k) 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.



Municipality of Lingayen  
Name of the Procuring Entity

Name of the Contract : \_\_\_\_\_

BIDDER : \_\_\_\_\_

### Checklist of Financial Documents

Member	Member	Member	Member	Member	Vice-Chairman	Chairman
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#### II. FINANCIAL COMPONENT ENVELOPE

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(m) Original of duly signed and accomplished Financial Bid Form; **and**

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(n) Original of duly signed and accomplished Price Schedule(s).

Remarks: ( ) Eligible ( ) Ineligible

# Section IX. Bid Forms

## Bid Form for the Procurement of Goods *[shall be submitted with the Bid]*

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**BIDFORM**      Date : \_\_\_\_\_

*To: Bids and Awards Committee  
Local Government Unit of Lingayen  
Municipal Hall Building,  
Lingayen, Pangasinan, 2401*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which here 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 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 and added tax (VAT), (ii) income tax, (iii) local taxed, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bids accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedules 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 a bid 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 agents Currency Commission or gratuity

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(if none, state "None")]

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

# *Price Schedule for Goods Offered for Goods Offered from Within the Philippines*

*[shall be submitted with the Bid if bidders offering goods from within the Philippines]*

## For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col5+6+7+8)	Total Price delivered Final Destination  (col9) x (col4)

Name:

\_\_\_\_\_

Legal Capacity:

\_\_\_\_\_

Signature:

\_\_\_\_\_

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

# *Omnibus Sworn Statement (Revised)*

*[shall be submitted with the Bid]*

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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 there in 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. [NameofBidder]isawareofandhasundertakentheresponsibilitiesasaBidderincompliance 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. InquiringorsecuringSupplemental/BidBulletin(s)issuedforthe[NameoftheProject].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or other wise,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 contracts shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) 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.3815s.1930.asamended,or Code.**

**IN WITNESS WHEREOF**, I have here unto 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]*



