

# **PHILIPPINE BIDDING DOCUMENTS**



**Department of Agriculture**

**PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY**

**Navotas Fish Port Complex**

**Sixth Edition  
July 2020**

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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***



Republic of the Philippines  
Department of Agriculture

## PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

TRACEABILITY CODE:

Page 1 of 2

### INVITATION TO BID FOR THE PROCUREMENT OF GARBAGE COLLECTION AND HAULING SERVICES FOR THE NAVOTAS FISH PORT COMPLEX (NFPC SRVS-01)

1. The Philippine Fisheries Development Authority - Navotas Fish Port Complex (NFPC), through the Corporate Budget for CY 2021 intends to apply the sum of Three Million Four Hundred Thousand Pesos (₱ 3,400,000.00) being the ABC to payments under the contract for Garbage Collection and Hauling Services for the Navotas Fish Port Complex for the first year. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PFDA - NFPC now invites bids for the above Procurement Project in accordance in of Section VI-Schedule of Requirements. Provision of the services is required for a total period of two (2) years. Bidders should have completed, within three (3) 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.

In addition, 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 the PFDA-Navotas Fish Port Complex and inspect the Bidding Documents at the address given below during office hours, from 8:00 a.m. to 5:00 p.m., Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on July 20, 2021 from the NPFC Regional Bids and Awards Committee (RBAC) Secretariat at Ground Floor, PFDA Administration Office, Navotas Fish Port Complex, North Bay Boulevard, Navotas City and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPB in the amount of Five Thousand Pesos (₱ 5,000.00) tax exclusive.



Navotas Fish Port Complex  
North Bay Boulevard, Navotas City  
ISO 9001:2015 Certificate No. AJA16-0066  
Telefax No. 8283-1181  
[www.pfda.gov.ph](http://www.pfda.gov.ph)

*A food-secure Philippines  
with prosperous farmers and fisherfolk*



It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The PFDA - NFPC will hold a Pre-Bid Conference<sup>1</sup> on July 29, 2021, 2:00 p.m. at the Ground Floor PFDA GAD Bldg, Navotas Fish Port Complex, North Bay Boulevard, Navotas City and/or through video conferencing or webcasting (Google Meet) which shall be open to prospective bidders.
7. Bids must be duly received by the NFPC RBAC Secretariat at the Ground Floor PFDA GAD Bldg, Navotas Fish Port Complex, North Bay Boulevard, Navotas City on or before 12:00 noon, August 12, 2021.
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 August 12, 2021, 2:00 p.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. In observance with the Inter-Agency Task Force (IATF) for the Management of Emerging Infectious Diseases protocol on social distancing, only one (1) designated/authorized representative per company shall be allowed to physically participate and/or attend in the conduct of the bidding activities. Bids will be opened in the presence of the bidder's representative.
10. The PFDA - NFPC 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.
11. For further information, please refer to:

**Ms. Maris Stella C. Cruz**  
NFPC RBAC Secretariat  
Ground Floor, PFDA Admin Bldg.  
Navotas Fish Port Complex  
North Bay Boulevard, Navotas City  
Tel. No. (02) 8281-2137  
Email: nfpc\_rbac@pfda.gov.ph

July 20, 2021

  
**ARFILO C. CATIPAY**  
Chairman, NFPC RBAC



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

## **1. Scope of Bid**

The Procuring Entity, Philippine Fisheries Development Authority - Navotas Fish Port Complex wishes to receive Bids for the Procurement of Garbage Collection and Hauling Services for the Navotas Fish Port Complex with identification number NFPC SRVS-01.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of Three Million Four Hundred Thousand Pesos. (₱3,400,000.00)

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.

- 5.3. 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. 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 Ground Floor, PFDA GAD Bldg., Navotas Fish Port Complex, Navotas City 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 three (3) 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 the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until November 29, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

### **16. 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**.

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<sup>1</sup> 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. 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.

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

- 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 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

- 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. completed single contract that is similar to the Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ol> <p>Similar contract contracts shall refer to contracts involving the collection and hauling of garbage for local governments, national government agencies, and/or private companies.</p>
7.1	Not Applicable
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than ₱ 68,000.00, 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 ₱ 170,000.00 if bid security is in Surety Bond.</li> </ol>
19.3	<b>Grouping and Evaluation of Lots</b> – All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.
20.2	<p>List of licenses and permits relevant to the Project in relation to Republic Act 9003 otherwise known as the Ecological Solid Waste Management Act of 2000.</p> <ol style="list-style-type: none"> <li>1. Valid and Current Permit to Dump issued by the Metropolitan Solid Waste Management Office of the MMDA, or</li> <li>2. Valid and Current Permit to Dump issued by the Local Government Unit concerned</li> </ol> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><b>NOTE:</b> <i>The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
21.2	No additional requirement.

## ***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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project . In addition to tests in the **SCC**, **Section VII (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	<p><b>Delivery and Documents –</b></p> <p>The delivery terms applicable to this Contract are delivered to PFDA-Navotas Fish Port Complex, North Bay Boulevard, Navotas City.</p> <p>Delivery of the Goods and services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the head of NFPC OPM-FSEMU or its representative.</p>
2.2	“The terms of payment shall be on a monthly basis”
4	<b>No further instructions</b>

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

The items stipulated herein shall immediately be provided upon receipt of Notice to Proceed. It shall be understood that the quantities indicated are expressed as each item's number/frequency of application per trip. Notwithstanding the industrial safety requirement stipulated in Section VII –Technical Specifications for collection/hauling vehicle, manpower, equipment and supplies requirements shall be made available and utilized to form part of the garbage collection and hauling services for the whole duration of the contract.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>
1	Garbage Hauling/collection trips per day (may require to make additional trip if necessary)	1
2	Garbage Truck (open type with cover) with a capacity of at least 16 cubic meter of garbage	1
3	Professional Licensed Driver	1
4	Helper /Palero	2
5	Canvass Cover (for open type garbage truck)	2
6	Spade	2
7	Rake	2
8	Coconut Broom	2
9	Chemical Deodorizer	1*
10	Tailgate	2
11	Bell	1

*Note:*

*\*Expressed as application per truck per trip.*

## ***Section VII. Technical Specifications***



## Technical Specifications

Item	Specification	Statement of Compliance
1.	<p><b>SCOPE OF SERVICES</b></p> <p>1.1 Two years contract involving the daily collection and hauling of garbage for the entire Navotas Fish Port Complex (NFPC) which are made up of wastes from the market halls, litters from offices and trashes from establishments inside the port. The provision of such services shall strictly conform to the Sanitation Standard Operating Procedure (SSOP) Plan of the Port in coordination with the Food Safety &amp; Environmental Management Unit (FSEMU) of the NFPC.</p> <p>1.2 Daily collection of garbage which are made of up of refuse from fish at market halls, trash from offices/establishments inside NFPC, will start from 9:00 AM to 6:00 PM in the seven (7) designated collection sites inside NFPC.</p> <p>1.3 Disposal of collected garbage at DENR authorized dumpsite only.</p> <p>1.4 Garbage Collection at the following designated areas:</p> <ul style="list-style-type: none"> <li>a) Entrance Gate (Lambatan Area-NENA 1)</li> <li>b) Bañera Avenue near HACCP street</li> <li>c) Along Palengke Avenue near Flying V Gas Station</li> <li>d) Along Palengke Avenue near MRF</li> <li>e) Between Market 1 and Market 2</li> <li>f) Along Bulungan Avenue near Re-blocking Area</li> <li>g) Along Bulungan Avenue near</li> </ul>	

	<p>Baradero Street</p> <p>1.1 Due to the on-going rehabilitation/construction of port roads and facilities, aforementioned designated collection sites may not be often accessible. As such, an additional pick-up point/stand-by area for the dump truck will be at the vicinity/proximity of Market 2 or other designated area deemed appropriate per evaluation of the FSEMU.</p>	
2.	<p><b>SERVICE REQUIREMENTS</b></p> <p>2.1 Garbage collections and hauling services are to be provided at least one (1) trip a day, seven days a week including holidays.</p> <p>2.2 The Client may require the Contractor to make additional trips for the collection of garbage if necessary in order to maintain proper hygiene and sanitation at the fish</p> <p>2.3 Garbage collection shall strictly conform to the Sanitation Standard Operating Procedure (SSOP) plan of the port in coordination with the Food Safety &amp; Environmental Management Unit (FSEMU) of the NFPC.</p> <p>2.4 The Contractor shall use garbage truck or vehicles with a capacity of at least sixteen (16) cubic meter and shall be fitted with appropriate devices such as a bell, canvass cover, tailgate, among others to avoid spillage of wastes during transport. Said vehicles shall be handled by drivers with professional license to be assisted by two (2)</p>	

	<p>helpers or “paleros”.</p> <p>2.5 Reckless driving/irresponsible driver under the influence of alcohol, regulated and prohibited drugs shall not be allowed.</p> <p>2.6 Truck shall be equipped with proper cleaning tools e.g. brooms, dustpans, spade, shovels, etc. for cleaning and collecting spilled garbage caused by palero’s improper handling.</p> <p>2.7 During the occurrence of high tide, the collection of the garbage along the quayside area shall be given priority and immediate action.</p> <p>2.8 While dispensing garbage collection and hauling services inside the port, helpers (palero) shall wear at all times, complete uniform and the prescribed industrial safety attire and devices, i.e. rubber boots, industrial gloves, face masks/face shield, aprons, and headgears. They shall at all times wear their employees Identification Card and ID issued by NFPC as their Port Access pass.</p> <p>2.9 Before leaving the port complex for garbage disposal, garbage dump trucks shall be fumigated or deodorized with safety reagents.</p> <p>2.10 Collection truck and all its equipment shall be kept clean and properly maintained and shall be washed after each disposal.</p>	
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	<p>2.11 Burning or incineration of collected wastes is strictly prohibited.</p> <p>2.12 Contractor shall conform and reconcile with the FSEMU Inspector on the veracity of each trip at the designated area based on the collection schedule and at least their conformity in the Monitoring Report.</p> <p>2.13 All Daily Garbage Hauling Monitoring Form shall be duly signed by the entrance and exit gate guards on duty, and noted by any NFPC-FSEMU authorized representative.</p> <p>2.14 There shall be no employer-employee relationship between the Contractor and/or its personnel and PFDA-NFPC, such the Contractor's personnel assigned to NFPC are not employees of the latter, it being understood that the position of the Contractor and anyone else performing the services is that of an independent contractor. Accordingly, PFDA-NFPC shall not in any way liable or responsible for any personnel injury including death sustained or caused by any of the personnel of the Contractor during the lawful performance of their duties.</p> <p>2.15 To guarantee faithful performance of the winning Contractor of its obligation under the contract, it shall post a performance bond issued by a reputable surety company to the Client a minimum thirty percent (30%) of the total annual contract price.</p>	
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	<p>2.1 Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that is submitted the Lowest Calculated Bid, the bidder shall submit its latest income and business tax returns files 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.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>	
3.	<p><b>PENALTIES</b></p> <p>The Client shall deduct from the monthly billing of the Contractor the following amount based on the non-compliance of the Contractor to the provision of the Contract, viz:</p> <p>3.1 30% of the contract amount per hour if the Contractor failed to send a garbage truck to the NFPC on time.</p> <p>3.2 30% of the contract amount per hour if the garbage truck left the fish port earlier than the required time, provided that the Client gave authority to leave early.</p> <p>3.3 200% of the contract amount for every single day that the</p>	

	<p>Contractor failed to collect and haul garbage inside the fish port.</p> <p>3.4 200% of the daily rate of each helper or “palero” for each day the Contractor failed to provide a helper or “palero” to assist in the collection and hauling of garbage.</p>	
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## ***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);  
**or**
- ☐ (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.

