



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF GOODS

Procurement of Solid Waste Management Services for CJH Turnover Areas

ABC: PhP 9,500,000.00

PAP Code: GDS-193

Government of the Republic of the Philippines

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID

Procurement of Solid Waste Management Services for CJH Turnover Areas

1. The *John Hay Management Corporation*, through the 2025 *JHMC Corporate Operating Budget* intends to apply the sum of Nine Million Five Hundred Thousand Pesos (PhP9,500,000.00), being the ABC to payments under the contract for *Procurement of Solid Waste Management Services for CJH Turnover Areas*.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

PAP CODE	PROCUREMENT	ABC	COST OF BIDDING DOCUMENTS
GDS-193	Procurement of Solid Waste Management Services for CJH Turnover Areas	PhP 9,500,000.00	PhP 10,000.00

2. The *John Hay Management Corporation* now invites bids for the above Procurement Project. 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 or the New Government Procurement Act.

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 **John Hay Management Corporation** and inspect the Bidding Documents at the address given below from **9:00 AM to 4:30 PM**, Mondays through Fridays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **11 July 2025 to 06 August 2025, 9:30 AM** from the given address and website(s) www.jhmc.com.ph, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount as indicated in the above table. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

Interested bidders may personally pay for Bidding Documents at the Cashier, JHMC

Office Building, Camp John Hay, Baguio City. They may also pay via electronic fund transfer or direct bank deposit using the following deposit details:

Payee Name	John Hay Management Corporation
Depository Bank	Development Bank of the Philippines
	Session Road, Baguio City Branch
Account Number	0510-004308-031

For payments through electronic fund transfer or direct bank deposit, transfer confirmations or deposit slips must be emailed to bac@jhmc.com.ph. Official receipts will only be issued upon verification with JHMC's depository bank.

Failure to pay and present proof of payment for the bidding documents shall be a ground for disqualification.

6. The John Hay Management Corporation will hold a Pre-Bid Conference on **23 July 2025 at 11:00 A.M.** at the **JHMC Office Building, John Hay Special Economic Zone, Camp John Hay, Baguio City, and/or through video conferencing or webcasting via google meet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at **JHMC Office Building, Ordonio Drive, John Hay Special Economic Zone, Camp John Hay, Baguio City** or online/electronic submission as indicated below on or before **06 August 2025, 09:30 AM**. *Late* bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **06 August 2025, 10:00 AM** at the **JHMC Office Building, Ordonio Drive, John Hay Special Economic Zone, Camp John Hay, Baguio City and/or through video conferencing**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Pre-bid conference will be conducted in person or face-to-face through video conferencing. Prospective Bidders who opt for video conferencing must inform the BAC Secretariat of their intent through the electronic mail address listed below. The Pre-Bid Conference is open to prospective bidders but attendance shall not be mandatory.

JHMC allows the submission of bids through personal appearance or video conferencing. Bidders may submit their bids using the two (2) separate sealed bid envelopes system or **two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission**, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements, and the second shall contain the financial component of the bid.
11. The **John Hay Management Corporation** 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 Section 64 IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders

For further information, please refer to:

Darwin C. Perez
Head, BAC Secretariat
John Hay Management Corporation
Camp John Hay, Baguio City
Telephone Number 074-422-4360
Email: bac@jhmc.com.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.jhmc.com.ph

For online bid submission: bac@jhmc.com.ph

(SGD) JANE THERESA G. TABALINGCOS
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **John Hay Management Corporation** wishes to receive Bids for the **Procurement of Solid Waste Management Services for CJH Turnover Areas**.

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 JHMC Corporate Operating Budget CY 2025 in the amount of **Nine Million Five Hundred Thousand Pesos (PHP 9,500,000.00)**,

2.2. The source of funding is: GOCC and GFIs, the Corporate Operating Budget for CY 2025.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its 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 Section 71 and 100 of the IRR of RA No. 12009 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. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- 5.3. Pursuant to Section 52.4.1.3 of the IRR of RA No.12009, 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:
- For the procurement of Expendable Supplies:** The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 52.4 of the IRR of RA No. 12009.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **23 July 2025 at 11:00 A.M.** at the **JHMC Office Building, John Hay Special Economic Zone, Camp John Hay, Baguio City, and/or through video conferencing or webcasting via google meet** 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*** a contract similar to the Project 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 79.6 of the IRR of RA No. 12009.
- 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 60.2 of the IRR of RA No. 12009.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14.0 BID SECURITY

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from 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 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.

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

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

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**.

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 58 of the IRR of RA No. 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA No. 12009.

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 79 of the IRR of RA No. 12009.

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 Sections 61.1 and 61.2 of the IRR of RA No. 12009.

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 52.4.1.4 of the IRR of RA No. 12009. 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 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 52.4.1.4 of the IRR of RA No. 12009, 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

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 71 of the IRR of RA No. 12009 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> <p style="text-align: center;">Refer to the Scope of Services for the Procurement of Solid Waste Management Service for Camp John Hay Turnover Areas</p>
7.1	Subcontracting is not allowed
12	No further instructions.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 2% if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% if bid security is in Surety Bond.
19.3	Procurement of Solid Waste Management Service for Camp John Hay Turnover Areas with an ABC of Nine Million Five hundred Thousand Pesos (PhP9,500,000.00).
20.2	JHMC Applicable permits
21.2	Refer to Scope of Schedule of Requirements

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 12009 and its 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 56.5 and 92 of the IRR of RA No. 12009 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 IRR of RA No. 12009.

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 56.1 of the 2016 revised IRR of RA No. 12009.

4. Inspection and Tests

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

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

5. Warranty

- 6.1. 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 90 of the IRR of RA No. 12009.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

Special Conditions of Contract

GCC Clause	
1	<p><i>Refer to Schedule of requirements</i></p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Refer to Schedule of Requirements
4	The inspections and tests that will be conducted on all items stated in Section V1 of the Schedule of Requirements

Section VI. Schedule of Requirements

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

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
	Refer to Scope of Services	<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>

SCOPE OF SERVICES

Solid Waste Management Service for Camp John Hay Turnover Areas

1. Objective

The overall objective of this Scope of Services is towards comprehensive waste management operations within the JHSEZ.

Specifically, this Scope of Services outlines the requirements for effective solid waste management, including education, hauling, collection, transportation, management of transfer stations, and disposal services for solid waste generated within common areas. *The expected solid waste generation is 70 to 100 metric tons of mixed wastes per month.* Further, the coverage should include solid wastes generated within the JHSEZ in accordance with the stipulations under Republic Act 9003 or the Ecological Solid Waste Management Act of 2000, its Implementing Rules and Regulations and related issuances.

JHMC seeks to procure an independent service contractor (hereinafter referred to as “**Winning Bidder**”) to provide the necessary equipment, labor, supplies and materials towards an effective **SOLID WASTE MANAGEMENT SERVICES FOR THE JHSEZ**. A map of the areas is attached as reference.

Further, continuous improvement efforts and methodologies shall be undertaken to minimize waste from source, segregation at source, recover wastes with value.

3. Duration of Contract

The Contract shall be for a period of ONE (1) YEAR commencing from the date of contract signing, and subject to the result of performance evaluation, exigency of service, availability of funds, and mutual agreement of both parties.

4. Manner of Payment

The Winning Bidder shall bill JHMC *monthly* for services rendered in the amount stated in the bid price duly accepted by JHMC. Billing shall be submitted *not later than the 15th day of the ensuing month* reckoned from the last date of each month, attaching all evidence of completion of the collection and disposal.

JHMC shall pay the Winning Bidder *within fifteen (15) working days from receipt of all the documents required* by JHMC for payment, including but not limited to the Billing Statement, support document from landfill certifying the disposal of residual wastes and other supporting documents that may be required. A Monthly Solid Waste Management Report (or equivalent) reflecting the accomplished waste management measures for the previous month Detailed Report of Solid Waste Collection for each payment period indicating therein the volume of waste collected shall be attached to the billing.

Payment shall be on the basis of actual collection in the covered areas.

5. Responsibility of the Parties

5.1 JHMC shall

5.1.1 Ensure timely payment of the Winning Bidder upon submission of the following:

5.1.1.1 Request for billing;

5.1.1.2 Tipping fees or evidence of disposal to an EMB-Registered Disposal Facility (Engineered Sanitary Landfill) or Certificate of Disposal or any equivalent evidence of disposal to a Sanitary Landfill.

- 5.1.1.3 Daily Solid Waste Collection Log
- 5.1.1.4 Monthly Solid Waste Management Report (or equivalent)
- 5.1.1.4 Other documents required by other government agencies.

5.2 The **Winning Bidder** shall provide labor, supplies, equipment and materials for the following:

5.2.1. A rapid Assessment on Solid Waste Status:

Conduct a comprehensive assessment of the current waste situation in these areas to identify types and volumes of waste generated. This will help in understanding the scope of the problem and planning appropriate interventions. The comprehensive observation and assessment report shall be submitted on the first to the third month of the services.

5.2.2 Form a dedicated team responsible for overseeing solid waste management efforts, with clear roles assigned to ensure accountability and effective management of waste collection processes. The service provider will ensure that suitable and competent personnel are assigned.

5.2.3 Re-establish, with the assistance of JHMC, a comprehensive Solid Waste Management system in the turned over areas. Attached Maps for reference.

5.2.4 Introduce waste segregation at the source in covered areas of responsibility by providing clearly marked containers for compostable, recyclable, non-recyclable, and special waste. This aligns with the Ecological Solid Waste Management Act, which emphasizes the importance of source segregation.

5.2.5 Develop Collection Protocols. Create a solid waste collection schedule that ensures 100% collection efficiency within designated areas. This should include strategies for timely collection and transport of waste to appropriate disposal sites.

5.2.5.1 All Daily Solid Waste Monitoring Form shall be duly signed by the entrance and exit gate guards on duty in the specific areas of concern, and noted by the JHMC GSD or Business Center personnel.

5.2.6 Provide Collection Vehicles:

Provide a fleet of modern collection vehicles specifically designed for efficient waste collection and transportation. These vehicles should have adequate capacity to ensure timely pickups and minimize overflow of uncollected waste.

5.2.6.1. Reckless driving/irresponsible driver under the influence of alcohol, regulated and prohibited drugs shall NOT be allowed.

5.2.6.2 Truck shall be equipped with proper cleaning tools e.g. brooms, dustpans, spade, shovels, etc. for cleaning and collecting spilled garbage caused by improper handling.

5.2.6.3. During the occurrence of rainy weathers, the contractor shall be ready with collection schedule announcement to JHMC and to its client areas. Priority during the day's hours of minimal rain shall be given immediate scheduling.

5.2.6.4. Collection trucks and/or vehicles and all its equipment shall be kept clean and properly maintained and shall be washed after each disposal.

5.2.7 Manage the Transfer Station

Technically assess the need for a transfer station that can facilitate the efficient transfer of collected waste from smaller collection vehicles to larger transport vehicles heading to disposal or recycling facilities. This will streamline operations and reduce the time waste spends in transit.

Effectively manage the transfer station, to be designated by the BCDA/JHMC in accordance with Philippine standards, specifically the Ecological Solid Waste Management Act of 2000 (Republic Act No. 9003) and its related issuances.

Burning or incineration of collected wastes is **strictly prohibited**.

5.2.8 Composting Facilities

To effectively manage the composting facility, within the transfer station, to ensure organic waste diversion, and resource recovery to enhance environmental sustainability and promote local agricultural initiatives.

Compost generated shall be used in Camp John Hay landscapes, reforestation maintenance and other uses.

Burning or incineration of collected wastes is strictly prohibited.

5.2.9 Set Up Materials Recovery Facilities (MRFs). Establish MRFs in strategic locations to sort, process, and store recyclable and compostable materials within the Transfer Station OR within identified ideal and strategic locations as approved by the JHMC. This will facilitate better recycling practices and reduce the volume of waste sent to an Engineered Sanitary Landfill, thereby cost reduction is ensured.

5.2.10 Provide proper segregation trash bins in selected areas in coordination with JHMC adopting three waste classes (Residuals, Recyclables and biodegradables) and provide the needed waste management signage system informing of proper waste segregation to users. This component infrastructure is crucial for fostering JHSEZ-wide engagement and compliance with SWM efforts. (provide big bins in estates/homes; scout hill areas)

5.2.11 Enhance Public Awareness and Engagement. In coordination with JHMC, support campaigns to educate residents and businesses about proper waste disposal practices and the importance of recycling in the JHSEZ to foster a culture of environmental responsibility.

5.2.12 Monitor and Evaluate Progress. Establish metrics to track the effectiveness of implemented strategies, allowing for adjustments as necessary based on performance data.

5.2.13 Collect and haul all solid wastes within the JHSEZ on a daily basis.

5.2.14 Collect and haul solid wastes as the need arises when a larger volume of solid wastes are accumulated, without additional costs, upon request by JHMC.

5.2.15 Dispose of hauled, collected and segregated solid waste from the transfer station to authorized disposal sites in accordance with RA 9003 / Ecological Solid Waste Management Act of 2000, its Implementing Rules and Regulations, and related issuances. Section 48: No dumping of solid wastes shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Winning Bidder shall, at all times, supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur.

5.2.16 Submit monthly proof or evidence of disposal to authorized disposal sites; i.e. tipping fees, certifications, permits and/ or receipts, among others.

5.2.17 Submit to JHMC a detailed report of solid waste collection and disposal within fifteen (15) days reckoned from the last day of each month for monitoring and performance evaluation and billing purposes.

5.2.18 Report within 24 hours to JHMC any issues or concerns encountered during

collection, hauling and transport.

5.2.19 Provide the same services in other areas upon request by JHMC. JHMC shall provide additional funding for the purpose based on the volume of wastes generated in such events or circumstances.

5.2.20 Submit monthly proof or evidence of disposal to acceptable disposal sites attaching any of the following: tipping fees, receipts, Certificate of Disposal, among others.

5.2.21 Faithfully observe and comply with all applicable rules and regulations inside the John Hay Special Economic Zone (JHSEZ) and that of JHMC.

5.2.22 Supply all on-site personnel with the necessary PPE i.e. rubber boots, industrial gloves, face masks/face shield, aprons, headgears / head protection, and a uniform, with the company logo, which ensures all employees are easily identifiable, and ensure that the workers are in good health when reporting for work. PPE shall also consider protection of staff in line with regulations on health for communicable diseases.

6. Other Conditions

6.1 The Winning Bidder shall enter into a contract with JHMC expressly stating therein that it is an independent service provider and that it possesses the necessary resources, manpower and machinery to perform all the obligations stated therein to conduct the business.

6.2 Nothing herein shall be construed as establishing an employer-employee relationship between JHMC and the Winning Bidder and/or the latter's employees deployed for the collection and hauling. In case of minor to serious injury or damage to property in connection with performing its services, the service provider shall be responsible for its personnel and damages incurred, without additional expense on the part of JHMC. The Winning Bidder shall be directly responsible for its personnel under its employ at all times.

6.3 The Winning Bidder shall be bound to answer and/or indemnify JHMC for the cost of any damage to JHMC in the course of collection and hauling of solid waste.

6.4 JHMC may pre-terminate the service contract for any violation committed by the Winning Bidder in any of the provisions of the contract upon written notice of JHMC.

6.5 No increase of fee shall be made by the Winning Bidder within the specified duration of the contract.

7. Schedule of Activities

TASK / ACTIVITIES	Solid Waste Collection Services Cyclical Schedule
Daily Solid Waste Collection in the JHSEZ	<p>Frequency of Collection: Early Morning or Late Evening</p> <p>Garbage collections and hauling services are to be provided at least one (1) trip a day, seven days a week including holidays.</p> <p>JHMC may require the Contractor to make additional trips for the collection of garbage if necessary in order to maintain proper hygiene and sanitation in the covered areas.</p>

The Contractor shall use garbage collection truck or vehicles 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 a minimum of two (2) helpers.	
Issuance of Billing, with complete attachments and proof of services completion (evidence of disposal to Sanitary Landfill, daily SW Collection Report)	Every 15 th of the ensuing month
Certification by JHMC on the services provided	5 days after the receipt of the monthly report
Payment by JHMC	20 Days after the submission of complete documents

Please see the attached Map for Waste Collection Areas.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 59 of the IRR of RA No. 12009.

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 52.4.1.3 and 52.4.2.4 of the IRR of RA 12009, 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.

Other documentary requirements under RA No. 12009 (as applicable)

- ☐ (m) *[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.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) using the provided form (Bidder’s Estimate)

