PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS
LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)

(EARLY PROCUREMENT ACTIVITY)

IB No.: DA-RFO 1-2024-GOODS-006

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

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF GARLIC PLANTING MATERIALS AND SHALLOT (BULB)

1. The Department of Agriculture - Regional Field Office 1 (DA-RFO 1), through the National Expenditure Program FY 2024 intends to apply the sum of **Seven Million Pesos (PhP7,000,000.00)** with project identification number **DA-RFO-1-2024-GOODS-006** being the Approved Budget for the Contract (ABC) to payments under the contract for each lot, to wit:

Project Title	ABC (Php)
LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS	4,000,000.00
LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)	3,000,000.00
Total	**7,000,000.00**

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

2. The DA-RFO 1 now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 for the above-mentioned procurement project with the following details and **minimum** specifications, to wit:

Lot No.	Particulars/Descriptions
1	**Garlic Planting Material** ➢ Sourced out from farmers/farmers' cooperative/association of Ilocos Norte/Ilocos Sur ➢ Bulbsize: Minimum 3.5cm in diameter ➢ Packaging: 25kg/red net bag ➢ Harvested from March - April, 2024 ➢ Supplier must provide 5% of the volume for the shrinkage ➢ Delivery schedule: last week of August, 2024 ➢ Bidder shall submit contract with the growers/farmers during bid opening
2	**Shallot (Bulb)** ➢ Packaging: 25 kgs/red net bag ➢ Bulb Diameter: Minimum of 2cm ➢ Source of planting materials should be from Ilocos Norte/Ilocos Sur ➢ Harvested mature from May-July, 2024 ➢ Supplier must provide 5% of the volume for the shrinkage ➢ Delivery schedule: Last week of August, 2024 ➢ Bidder shall submit contract with the growers/farmers during bid opening

DROP-OFF POINTS				
PROVINCE	**GARLIC (kilograms)**	**DROP-OFF POINT**	**SHALLOT (kilograms)**	**DROP-OFF POINT**
Ilocos Sur	6,000	Narvacan, Ilocos Sur	5,000	Sta. Catalina, Ilocos Sur
			5,000	Narvacan, Ilocos Sur
Ilocos Norte	10,000	Badoc, Ilocos Norte	5,000	Badoc, Ilocos Norte
		Pinili, Ilocos Norte	5,000	Pinili, Ilocos Norte
Total	**16,000**		**20,000**	

Delivery of the goods is required **last week of August, 2024 (per lot)**. Bidders should have completed, within **two 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) 9184.

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

4. Prospective bidders may obtain further information from and inspect the Bidding Documents at the address given below during **office hours** from **8:00 AM** to **5:00 PM, Monday to Friday.**

   Department of Agriculture Regional Field Office 1
   Aguila Rd., Sevilla, City of San Fernando, La Union

5. A complete set of Bidding Documents may be acquired by interested Bidders from **November 14, 2023 to December 5, 2023** from the address given and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

Project Title	Bid Docs Fee
LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS	5,000.00
LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)	5,000.00

   The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means

NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

6. The **DA-RFO 1** will hold a Pre-Bid Conference on **21 November 2023, 3:00 PM** at DA-RFO 1, 5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before **5 December 2023, 1:00 PM**. **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 **5 December 2023, 1:00 PM** at DA-RFO 1, 5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union. Bids will be opened in the presence of the bidders or their authorized representatives.

10. **ADDITIONAL INSTRUCTIONS TO BIDDERS:**

    a. The bidders or their duly authorized representatives may attend the bid opening;
    b. In case a representative will be attending the Bid Opening, a Special Power of Attorney (SPA), Secretary's Certificate, Board Resolution or any other forms of authorization, as the case may be, together with the Company-issued Identification Card or any valid ID must be presented upon submission of the bid proposal at the
    BAC Secretariat. The name/title of the project must be indicated in the authorization or SPA.
    c. Each Bidder shall submit one copy of the first and second components of its Bid. Bidders shall submit their bids with proper index tabbing using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously;

    The first component which is the **Technical Eligibility** requirements must be soft-bound, marked with the **name of the contract** and its **IB No., name and address of the bidder**, and enclosed in an envelope, sealed with signature and marked with the name of the contract, name and address of the bidder, addressed to the **BIDS AND AWARDS COMMITTEE (BAC) DA RFO-1 CITY OF SAN FERNANDO, LA UNION**, the specific Identification No. and the warning "DO NOT OPEN BEFORE…" the date and time for the bid opening.

    The second component being the **Financial Eligibility** requirements can be fastened in a folder, marked with the **name of the contract** and its **IB No., name and address of the bidder**, and enclosed in an envelope, sealed with signature and marked with the name of the contract, name and address of the bidder, addressed to the **BIDS AND AWARDS COMMITTEE (BAC) DA RFO-1 CITY OF SAN FERNANDO, LA UNION**, the specific Identification No. and the warning "DO NOT OPEN BEFORE…" the date and time for the bid opening.

The Technical and Financial Requirement each in separate envelopes, shall be enclosed in a mother envelope with the same sealing and markings.

Non-compliance with index tabbings shall not be a ground for outright disqualification or declaration of ineligibility. The improper index tabbings must be duly acknowledged by the bidder/representative and be subject to the bid evaluation and post-qualification of the Technical Working Group (TWG) as to their substance.

d. All **documents** in the **Financial Requirements envelope** must be duly signed and/or initialed by the bidder/authorized representative on **EACH AND EVERY PAGE** thereof.
e. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
   i. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
   ii. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.

11. The **DA-RFO 1** 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 Section 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

FLORENTINO A. ADAME, DVM
Chairperson, Bids and Awards Committee
Department of Agriculture - Regional Field Office 1
Aguila Road, Sevilla, City of San Fernando, La Union
Tel. No. :(072) 242/1045-46, Ext. 07
E-mail add: darfo1.bacsec1@gmail.com

13. For downloading of Bidding Documents, you may visit the following websites:
DA-RFO 1 Website: https://ilocos.da.gov.ph/
PhilGEPS Website: https://www.philgeps.gov.ph/

November 13, 2023

Approved:

FLORENTINO A. ADAME, DVM
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Agriculture - Regional Field Office 1 (DA-RFO 1)** wishes to receive Bids for the **SUPPLY AND DELIVERY OF GARLIC PLANTING MATERIALS AND SHALLOT (BULB)** with identification number **DA-RFO 1-2024-GOODS-006.**

The Procurement Project (referred to herein as "Project") is composed of:

Project Title
LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS
LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)

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 **FY 2024** in the amount of **Seven Million Pesos (PhP7,000,000.00).**

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2. b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Expendable Supplies and Services: 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 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that 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, **DA-RFO 1 5th Floor Conference Room, Aguila Road, Sevilla, City of San Fernando, La Union** 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** Clause5.3 should have been completed within **two 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[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **April 4, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

[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.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

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 2 - One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

<table>
<tr><th>,ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. SUPPLY AND DELIVERY OF GARLIC PLANTING MATERIALS/SHALLOT

b. completed within 2 years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>N/A</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
<table>
<tr><th>Name of the Contract/Project</th><th>Cash, cashier's/manager's check, Bank draft/guarantee or irrevocable letter of Credit (PhP)
2%</th><th>Surety Bond, Which Includes GSIS Insurance (PhP)
5%</th></tr>
<tr><td>LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS</td><td>80,000.00</td><td>200,000.00</td></tr>
<tr><td>LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)</td><td>60,000.00</td><td>150,000.00</td></tr>
</table></td></tr>
<tr><td>19.3</td><td>The project will be awarded as separate contracts per lot.
<table>
<tr><th>Project Title</th><th>ABC (Php)</th></tr>
<tr><td>LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS</td><td>4,000,000.00</td></tr>
<tr><td>LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)</td><td>3,000,000.00</td></tr>
</table></td></tr>
<tr><td>20.2</td><td>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); BIR Registration and other appropriate licenses and permits required by law.</td></tr>
<tr><td>21.2</td><td>N/A</td></tr>
</table>

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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	*[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]*

Delivery and Documents –

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

Delivery schedule: last week of August, 2024 (per lot)

[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS."

[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered *[refer abovementioned]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	GARLIC PLANTING MATERIALS	16,000 kilograms	4,000,000.00	last week of August, 2024 (per lot)
2	SHALLOT (BULB)	20,000 kilograms	3,000,000.00	

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*.

DROP-OFF POINTS				
PROVINCE	**GARLIC (kilograms)**	**DROP-OFF POINT**	**SHALLOT (kilograms)**	**DROP-OFF POINT**
Ilocos Sur	6,000	Narvacan, Ilocos Sur	5,000	Sta. Catalina, Ilocos Sur
			5,000	Narvacan, Ilocos Sur
Ilocos Norte	10,000	Badoc, Ilocos Norte	5,000	Badoc, Ilocos Norte

		Pinili, Ilocos Norte	5,000	Pinili, Ilocos Norte
Total	**16,000**		**20,000**	

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

a. performance or supervision of unloading of the supplied Goods to identified drop-off points;
b. performance or supervision on the retrieval and replacement of goods not compliant to the specifications as per the set specifications, immediately upon the receipt of notice;

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts

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

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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

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

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for during the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within a month of placing the order.

	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Delivery Sites, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	The terms of payment shall be as follows: full payment based on delivery schedule and upon the recommendation of the inspection committee.
4	The inspections and tests that will be conducted are as follows: Inspection will be conducted by concerned DA- RFO I inspector.

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.

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	GARLIC PLANTING MATERIALS	16,000 kilograms	4,000,000.00	last week of August, 2024 (per lot)
2	SHALLOT (BULB)	20,000 kilograms	3,000,000.00	

Section VII. Technical Specifications

Technical Specifications

Lot	Specification		Statement of Compliance
	<u>SUPPLY AND DELIVERY OF GARLIC PLANTING MATERIALS AND SHALLOT (BULB)</u> LOT 1: SUPPLY AND DELIVERY SIXTEEN THOUSAND (16,000) KILOGRAMS GARLIC PLANTING MATERIALS LOT 2: SUPPLY AND DELIVERY OF TWENTY THOUSAND (20,000) KILOGRAMS SHALLOT (BULB)		***[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/goods 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 (**Brochures/ Pictures; contract with the growers/farmers).*** ***<u>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.</u>*** *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.]*
1	**Garlic Planting Material**	**16,000 kilograms**	
	➢ Sourced out from farmers/farmers' cooperative/association of Ilocos Norte/Ilocos Sur		
	➢ Bulbsize: Minimum 3.5cm in diameter		
	➢ Packaging: 25kg/red net bag		
	➢ Harvested from March - April, 2024		
	➢ Supplier must provide 5% of the volume for the		

	shrinkage		
	➢ Delivery schedule: last week of August, 2024		
	➢ Bidder shall submit contract with the growers/farmers during bid opening		
2	**Shallot (Bulb)**	**20,000 kilograms**	
	➢ Packaging: 25 kgs/red net bag		
	➢ Bulb Diameter: Minimum of 2cm		
	➢ Source of planting materials should be from Ilocos Norte/Ilocos Sur		
	➢ Harvested mature from May-July, 2024		
	➢ Supplier must provide 5% of the volume for the shrinkage		
	➢ Delivery schedule: Last week of August, 2024		
	➢ Bidder shall submit contract with the growers/farmers during bid opening		

DROP-OFF POINTS				
PROVINCE	**GARLIC (kilograms)**	**DROP-OFF POINT**	**SHALLOT (kilograms)**	**DROP-OFF POINT**
Ilocos Sur	6,000	Narvacan, Ilocos Sur	5,000	Sta. Catalina, Ilocos Sur
			5,000	Narvacan, Ilocos Sur
Ilocos Norte	10,000	Badoc, Ilocos Norte	5,000	Badoc, Ilocos Norte
		Pinili, Ilocos Norte	5,000	Pinili, Ilocos Norte
Total	**16,000**		**20,000**	

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) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**

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

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

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

☐ (k) *[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.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Republic of the Philippines

gpdb

Government Procurement Policy Board

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

PROJECT REFERENCE NO.: _____
NAME OF PROJECT: _____

STATEMENT OF ALL ON-GOING 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

CONTRACT TO BE BID: _____
BUSINESS NAME: _____
BUSINESS ADDRESS: _____

Name of Contract/ Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	NATURE OF WORK	CONTRACTOR'S ROLE		a. Date Awarded b. Date Started c. Date of delivery	% Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	

Note: This statement shall be supported with:
1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner

Submitted by:

Name of Representative of Bidder
Position
Date: _____

DEPARTMENT OF AGRICULTURE-REGIONAL FIELD OFFICE 1
NAME OF PROCURING ENTITY

Project Reference No.: _____
Name of the Project: _____
Location of the Project: _____

Standard Form Number SF-GOODS-13b
Revised on July 28, 2004

Statement identifying the Bidder's Single Largest Completed Contract (SLCC) similar in nature within the relevant period (2 years) as provided in the bidding documents

Contract to be Bid: _____
Business Name: _____
Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	Nature of Work	a. Date Awarded b. Contract Effectivity c. Date Completed	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration
					Description	%	
Government							
Private							

Note: This statement shall be supported with:

1. Notice of Award
2. Notice to Proceed
3. Contract
4. Owner's Certificate of Acceptance, or
5. Sales Invoice, or
6. Official Receipt (OR) of last payment made relative to the contract

Submitted by : _____
(Printed Name and Signature)
Designation : _____
Date : _____

Bid Securing Declaration Form

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

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

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

To: **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 1**
City of San Fernando, La Union

I/We, the undersigned, declare that:

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

THE BIDS AND AWARDS COMMITTEE
Department of Agriculture Regional Field Office 1
San Fernando City, La Union

Subject: **Production/Delivery Schedule**

Dear Sirs/Madams:

This has reference to the bidding for the supply and delivery of _____ for DA RFO 1 scheduled on _____.

Please be informed that we will deliver the required Goods within _____ days after receipt of the corresponding Purchase Order (PO) or as needed by the end-user.

Very respectfully yours,

_____

THE BIDS AND AWARDS COMMITTEE
Department of Agriculture Regional Field Office 1
San Fernando City, La Union

Subject: **Manpower Requirements**

Dear Sirs/Madams:

This has reference to the bidding for the supply and delivery of _____ for DA RFO 1 scheduled on _____.

Please be informed that we will engage _____ manpower for the delivery of the GOODS needed by the end-user with the following functions:
_____

Very respectfully yours,

_____

THE BIDS AND AWARDS COMMITTEE
Department of Agriculture Regional Field Office 1
San Fernando City, La Union

Subject: **<u>After Sales Service</u>**

Dear Sirs/Madams:

This has reference to the bidding for the supply and delivery of _____ for DA RFO 1 scheduled on _____.

Please be informed that we will undertake to assistthe end-user of the project in regard to after sales services of the GOODS supplied by the undersigned.

Very respectfully yours,

_____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

Summary of the Applicant Supplier's/Distributor's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent for the immediately preceding year.

		Year 20___
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, based on the above data is calculated as follows:

> **NFCC =** [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started
>
> Or,
>
> If the prospective bidder opts to submit a Committed Line of Credit (CLC), it must be at least equal to ten percent (10%) of the ABC to be bid and shall be confirmed or authenticated by a local universal or commercial bank.
>
> Name of Bank _____ Amount _____

Herewith attached are certified true copies of the Income Tax Return and Audited Financial Statement Stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer

Printed Name and Signature of Authorized Representative
Date:

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

To: **DEPARTMENT OF AGRICULTURE REGIONAL FIELD OFFICE 1**
City of San Fernando, La Union

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

If our Bid is accepted, we undertake:

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

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

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIPnamed place (specify border point or place of destination)	Total CIFor CIPprice per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit priceDelivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

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

Name: _____

Legal Capacity: _____

Signature: _____

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