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Republic of the Philippines
NATIONAL FOOD AUTHORITY
REGION IV (SOUTHERN TAGALOG)
Balagtas, Batangas City

Tel. No.(043) 724-7481 Fax No. (043) 783-3325

Website: www.nfa.gov.ph E-mail Address: bac.region4@gmail.com

INVITATION TO BID FOR
PROCUREMENT FOR THE SUPPLY AND DELIVERY OF ADDITIONAL
PEST CONTROL CHEMICAL REQUIREMENT OF NFA REGION IV
(SOUTHERN TAGALOG) FOR 2025

Project Reference No. R04-RBAC-GOODS-2025-20

1. The **NATIONAL FOOD AUTHORITY (NFA)**, Regional Office IV, through the NFA Corporate Operating Budget for FY 2025, intends to apply the sum of

Lot	Particulars/Active Ingredient	Unit of Measure	Unit Cost	Quantity	Approved Budget for the Contract
1	Pirimiphos Methyl 25 EC	L/bottle	3,100.00	430	1,333,000.00
2	Pirimiphos Methyl 50 EC	L/bottle	7,150.00	39	278,850.00
3	Permethrin with Piperonyl Butoxide and S-Bioalethrin	L/bottle	9,877.00	27	266,679.00
4	Aluminum Phosphide	6 sachet/pouch	731.27	5,577	4,078,292.79
5	Coumatetralyl Dust	kg/pack	1,726.00	10	17,260.00
6	Thiametoxam	L/bottle	4,250.00	8	34,000.00

being the Approved Budget for the Contract (ABC) to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The NFA Regional Office IV, now invites bids for the above procurement project. Delivery of the Goods is required thirty (30) calendar days upon receipt of Notice to Proceed (NTP). Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 the citizens or organization of a country the laws and regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Bidders may obtain further information from the **National Food Authority**, Region IV (Southern Tagalog), and inspect the Bidding Documents at the address given below during office hours **8:00 AM to 5:00 PM (working days only)**.

Philippine Bidding Documents
Procurement of GOODS

5. A complete set of Bidding Documents may be acquired by interested Bidders from **July 24, 2025, to August 13, 2025** from the given address below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated below:

LOT NUMBER	BIDDING DOCUMENT FEE
1	2,219.00
2	464.00
3	444.00
4	6,788.00
5	29.00
6	56.00

- The National Food Authority Region IV (Southern Tagalog) shall allow the bidder to present its proof of payment for the above appropriate fees in person, or through electronic means.
6. The National Food Authority (NFA) Region IV (Southern Tagalog) will hold a Pre-Bid Conference on August 01, 2025 at 9:00 am at 3rd Floor Conference Room, NFA, Brgy. Balagtas, Batangas City or through video conferencing, via zoom meeting application, which shall be open to bidders.

Meeting ID : 863 7213 8029
Passcode : 596212

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before August 13, 2025 at 9:00 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 the ITB Clause 14.
9. Bid Opening shall be on August 13, 2025 at 9:30 am at the given address below and/or via zoom meeting application. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

Meeting ID : 890 9079 0239
Passcode : 977742

10. **The NATIONAL FOOD AUTHORITY Region IV (Southern Tagalog) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders**
11. For further information please refer to:

Name of Contact Persons : **SHERRY CHRISTINE B. MILANES**
RBAC Secretariat

ENGR. JOHANNIE MARIE O. LEYBA
Head, TWG

Postal Address : **National Food Authority**
Region IV (Southern Tagalog)
Balagtas, Batangas City 4200

Philippine Bidding Documents
Procurement of GOODS

Telephone No. : (043) 724-7481
: (043) 783-3325
E-mail Address : bac.region4@nfa.gov.ph
Website Address : www.nfa.gov.ph

12. You may visit www.philgeps.gov.ph and www.nfa.gov.ph for the downloading of Bidding Documents



ATTY. MARKO C. CALLANTA
Chairperson, Regional Bids and Awards Committee
NFA Region IV (Southern Tagalog)

Date Issued: July 23, 2025

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NFA Region IV (Southern Tagalog) wishes to receive Bids for the Supply and Delivery of Additional Pest Control Chemical Requirement of NFA Region IV (Southern Tagalog) for 2025, with Project Reference No. R04-RBAC-GOODS-2025-20

The Procurement Project (referred to herein as “Project”) is composed of six (6) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding is indicated below for FY 2025 in the amount of:

LOT	ABC (Php), Inclusive of VAT & All Applicable taxes
1	1,333,000.00
2	278,850.00
3	266,679.00
4	4,078,292.79
5	17,260.00
6	34,000.00

2.2. The source of funding is: NFA Corporate Operating Budget FY 2025

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the revised IRR of RA No of 9184, The Bidder must have an SLCC that is similar to the Project, the value of which adjusted to current prices using the PSA's CPI 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 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 National Food Authority Region IV (Southern Tagalog) 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 NFA Conference Room, 3rd Floor, NFA Office Building, Balagtas, Batangas City as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (3) years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the NFA's country:
- The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - The cost of all customs duties and sales and other taxes already paid or payable;
 - The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- 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: **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 120 calendar days from Bid Opening (December 11, 2025). 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 NFA may request additional hard 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

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 NFA will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot. *(If the contractor won several lots it shall be awarded in one contract for convenience)*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	PARTICULARS																																										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Similar Contracts may refer to supply and delivery of pesticides or pest control chemicals</p> <p>b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</p>																																										
7.1	Subcontracting is not allowed.																																										
12	The price of the Goods shall be quoted DDP at delivery points indicated in Section VI. Schedule of Requirements																																										
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> <p>a. The amount of not less than two percent (2%) of ABC as shown below, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than five percent (5%) of ABC as shown below if bid security is in Surety Bond.</p> <table><tr><th>Lot No.</th><th>APPROVED BUDGET FOR THE CONTRACT (ABC) (Php)</th><th>Two percent (2%) of ABC (Php)</th><th>Five percent (5%) of ABC (Php)</th></tr><tr><td>1</td><td>1,333,000.00</td><td>26,660.00</td><td>66,650.00</td></tr><tr><td>2</td><td>278,850.00</td><td>5,577.00</td><td>13,942.50</td></tr><tr><td>3</td><td>266,679.00</td><td>5,333.58</td><td>13,333.95</td></tr><tr><td>4</td><td>4,078,292.79</td><td>81,565.86</td><td>203,914.64</td></tr><tr><td>5</td><td>17,260.00</td><td>345.20</td><td>863.00</td></tr><tr><td>6</td><td>34,000.00</td><td>680.00</td><td>1,700.00</td></tr></table>	Lot No.	APPROVED BUDGET FOR THE CONTRACT (ABC) (Php)	Two percent (2%) of ABC (Php)	Five percent (5%) of ABC (Php)	1	1,333,000.00	26,660.00	66,650.00	2	278,850.00	5,577.00	13,942.50	3	266,679.00	5,333.58	13,333.95	4	4,078,292.79	81,565.86	203,914.64	5	17,260.00	345.20	863.00	6	34,000.00	680.00	1,700.00														
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19.3	<p>Grouping of Lots</p> <table><tr><th>Lot</th><th>Particulars/Active Ingredient</th><th>Unit of Measure</th><th>Unit Cost</th><th>Quantity</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td>Pirimiphos Methyl 25 EC</td><td>L/bottle</td><td>3,100.00</td><td>430</td><td>1,333,000.00</td></tr><tr><td>2</td><td>Pirimiphos Methyl 50 EC</td><td>L/bottle</td><td>7,150.00</td><td>39</td><td>278,850.00</td></tr><tr><td>3</td><td>Permethrin with Piperonyl Butoxide and S-Bioalethrin</td><td>L/bottle</td><td>9,877.00</td><td>27</td><td>266,679.00</td></tr><tr><td>4</td><td>Aluminum Phosphide</td><td>6 sachet/ pouch</td><td>731.27</td><td>5,577</td><td>4,078,292.79</td></tr><tr><td>5</td><td>Coumatetralyl Dust</td><td>kg/pack</td><td>1,726.00</td><td>10</td><td>17,260.00</td></tr><tr><td>6</td><td>Thiametoxam</td><td>L/bottle</td><td>4,250.00</td><td>8</td><td>34,000.00</td></tr></table>	Lot	Particulars/Active Ingredient	Unit of Measure	Unit Cost	Quantity	Approved Budget for the Contract	1	Pirimiphos Methyl 25 EC	L/bottle	3,100.00	430	1,333,000.00	2	Pirimiphos Methyl 50 EC	L/bottle	7,150.00	39	278,850.00	3	Permethrin with Piperonyl Butoxide and S-Bioalethrin	L/bottle	9,877.00	27	266,679.00	4	Aluminum Phosphide	6 sachet/ pouch	731.27	5,577	4,078,292.79	5	Coumatetralyl Dust	kg/pack	1,726.00	10	17,260.00	6	Thiametoxam	L/bottle	4,250.00	8	34,000.00
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ITB Clause	PARTICULARS											
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of notice from the BAC that its submitted the Lowest Calculated Bid, the bidder shall submit one (1) originally signed and two (2) duly Certified Photocopies of the following documentary requirements:</p> <ol style="list-style-type: none">1. Certificate of Registration (BIR Form 2303)2. Latest Income and Business Tax Returns filed and paid thru BIR Electronic Filing and Payment System (EFPS)3. Statement under oath that it is free and clear of all tax liabilities to the Government4. Current NFA – Operation Coordination Department (OCD) certificate that the product being offered with given active ingredient, passed the OCD test and evaluation and is recommended for use in NFA operations5. Valid Certificate of Authorized Distributorship from the Manufacturer6. The Supplier shall submit the following additional documents in accordance with the corresponding laws listed:<table><tr><td>a. Valid Certificate of Product Registration</td><td rowspan="2">Fertilizer and Pesticides Authority (FPA)</td><td rowspan="2">Under Presidential Decree No. 1444 on May 30, 1977, the Fertilizer and Pesticide Authority (FPA) is mandated to regulate and ensure safety in the manufacture, formulation, importation, distribution, storage sale and transport, use and disposal of pesticides and fertilizers.</td></tr><tr><td>b. Valid Certificate of Registration of the Supplier</td></tr><tr><td colspan="3">and / or</td></tr><tr><td>a. Valid Certificate of Product Registration</td><td rowspan="2">Food and Drug Administration (FDA)</td><td rowspan="2">Pursuant to RA 9711, Presidential Decree 881 and Administrative Order 303. 1976, all that will engage in manufacturing, trading and distribution of Household Hazardous Substances (HHS) products shall secure appropriate licenses in accordance to the existing rules and regulations set by FDA.</td></tr><tr><td>b. Valid Certificate of Registration of the Supplier</td></tr></table>7. The legal documents which were not required for submission during Opening of Bids Class “A” eligibility documents supporting the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184.<ol style="list-style-type: none">a. Valid Mayor’s Permitb. Valid Business Registration Certificate (SEC/DTI), including if applicable Articles of Incorporation and all amendmentsc. Audited Financial Statement for year 2024d. Tax Clearance Certificate (pursuant to EO 398) <p>All statements made and documents submitted by the bidder with the Lowest Calculated Bid shall be subjected to post-qualification process to ascertain that the same are current and updated which will support the veracity, authenticity and validity of the documents.</p>	a. Valid Certificate of Product Registration	Fertilizer and Pesticides Authority (FPA)	Under Presidential Decree No. 1444 on May 30, 1977, the Fertilizer and Pesticide Authority (FPA) is mandated to regulate and ensure safety in the manufacture, formulation, importation, distribution, storage sale and transport, use and disposal of pesticides and fertilizers.	b. Valid Certificate of Registration of the Supplier	and / or			a. Valid Certificate of Product Registration	Food and Drug Administration (FDA)	Pursuant to RA 9711, Presidential Decree 881 and Administrative Order 303. 1976, all that will engage in manufacturing, trading and distribution of Household Hazardous Substances (HHS) products shall secure appropriate licenses in accordance to the existing rules and regulations set by FDA.	b. Valid Certificate of Registration of the Supplier
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b. Valid Certificate of Registration of the Supplier												
21.1	<p>List of additional contract documents relevant to the Project:</p> <ol style="list-style-type: none">1. Valid JVA, if applicable											

Philippine Bidding Documents
Procurement of GOODS

ITB Clause	PARTICULARS
	2. Performance Security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

Section IV. General Conditions of the 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 NFA 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 NFA but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

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 NFA 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 NFA requires, and where they are to be conducted. The NFA 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 NFA.

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 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The NFA 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 NFA, 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 NFA.

Section V. Special Conditions of the Contract

Special Conditions of Contract

GCC Clause	PARTICULARS
1	<p>A. DELIVERY</p> <p>1. The Supplier shall deliver the awarded goods in accordance with the required specifications at the designated delivery point specified in Section VI. Schedule of Requirements within thirty (30) calendar days upon receipt of Notice to Proceed. All deliveries shall be covered by Sales/Charge Invoice and Delivery Receipt</p> <p>2. <u>The Supplier shall notify/advise NFA Regional Office IV for the delivery schedule of the pesticides at least three (3) working days prior to actual delivery.</u> The Regional Office shall then notify the Inspection Team to undertake and oversee the receipt of the goods on the scheduled date.</p> <p>3. The Supplier shall personally, or through authorized representative, witness the inspection to be conducted by the NFA Inspection Team</p> <p>4. In case of rejects, the Supplier shall make replacements within seven (7) calendar days upon receipt of the Notice of Rejection the said rejected goods shall remain with NFA to be withdrawn only upon delivery of the replacement.</p> <p>5. The supplier shall shoulder all the delivery expenses for the supply of the goods including the cost of delivery of replacement for rejected goods.</p> <p>6. In case the supplier fails to deliver the specified quantities on the scheduled dates stated in the Notice to Proceed, the Supplier agrees to pay a penalty of 1/10th of one percent (1%) of the money value of the undelivered quantity per day of delay, which amount of penalty shall be deducted from any amount due to supplier from NFA.</p> <p>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.</p> <p>The NFA 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.</p>
1	<p>B. PACKAGING, LABELS AND DOCUMENTATION</p> <p>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 be taken into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>

GCC Clause	PARTICULARS
	<p>The outer packaging must be clearly marked on one (1) side, as follows:</p> <ol style="list-style-type: none">1. Name of the Procuring Entity2. Name of the Supplier3. Contents4. Special handling instruction, if any5. Relevant Hazardous Chemical classifications, if any <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Packaging must clearly show the expiry date. Expiry dates of pesticides must not be less than 16 months from the time of delivery. In the absence of “Expiration Date” marking on the packaging, supplier should present a manufacturers certificate showing that the batch/lot/item number of the delivered pest control chemical will not expire 16 months from delivery date.</p> <p>The procuring entity may accept goods with an expiration date of less than 16 months but not shorter than 12 months from the delivery date, provided the following conditions are met:</p> <ol style="list-style-type: none">1. The supplier shall replace the goods delivered 3 months before expiry. The replacement goods shall have a shelf life that will cover the original 16 months from the first delivery date. The replacement cost shall be borne by the supplier for the entirety of the branch offices in Region IV, including transportation to and from their final destination. The original goods shall remain with NFA and can be withdrawn only once the replacement goods have been delivered. <p>or</p> <ol style="list-style-type: none">2. Submission of proof of extended shelf life in the form of Manufacturer's Certificate covering the original 16 months from the first delivery date. <p>C. WARRANTY</p> <p>The Supplier’s obligation for the warranty shall be for 16 months after NFA’s acceptance of the delivered Goods or after Goods are consumed, whichever is earlier.</p> <p>The obligation for the warranty, either in 5% retention of payment or a special bank guarantee equivalent to at least 5% is required.</p> <p>D. OTHER PROVISIONS</p> <p>I. Notices</p> <p>All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided,</p>

GCC Clause	PARTICULARS
	<p>however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either Party, which address may be updated by either Party in writing from time to time.</p> <p>II. Anti Bribery clause</p> <p>The Contractor has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of the Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder.</p> <p>III. Assignment Clause</p> <p>The Contractor shall not assign this Contract or sub-contract the performance of any portion of it, without NFA’s prior written consent. Prior to the assignment or subcontracting (if allowed) and the approval by NFA thereof, the Contractor must disclose to NFA the name of its assignee/s or subcontractor/s who which should have written agreement/s with the Contractor indicating: (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) the term of the assignment/subcontract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract.”</p> <p>IV. Stipulation on payment of taxes pursuant to Section 3 of Executive Order (EO) 398 which states:</p> <p>To ensure continuing compliance with tax laws pursuant to Executive Order 398:</p> <ul style="list-style-type: none">a.) Contractor shall pay taxes in full and on timeb.) Contractor is likewise required to regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the payments made thereon.
2.2	<p>Billing and Payment</p> <p>The Supplier shall bill the NFA in writing after having satisfactorily completed the delivery and has been issued by NFA of a Certificate of Inspection and Acceptance and submit to NFA the required documents as attachment to the claims.</p> <p>The NFA shall pay the Supplier upon the presentation of copies of the required pertinent documents following the usual accounting and auditing rules and regulations:</p> <ul style="list-style-type: none">a. Supplier’s written request for payment;b. Accomplished voucher;c. Original copy of the Charge Invoice/Delivery Receipt/Purchase Order;d. Notice of Award (photocopy);e. Notice to Proceed (photocopy);

GCC Clause	PARTICULARS
	<p>f. Contract (photocopy);</p> <p>g. Inspection and Acceptance Report; and</p> <p>h. Other necessary pertinent documents.</p> <p>Partial payment is not allowed.</p>
4	<p>The inspections, tests and proceedings that will be undertaken by the designated NFA Inspection Team shall be:</p> <p>1. Upon delivery of the pest control chemicals by the contractor to designated delivery points stated in Section VII. Technical Specifications. One Hundred Percent (100.00%) counting of the number of sachets/bottles/flasks/packs per type of pesticide, to determine if the packed items conformed with the quantity specified in the Schedule of Requirements.</p> <p>2. From the counted goods, 50% of boxes/containers per pesticide type shall be selected at random for physical/visual inspections. The samples shall be properly marked and numbered as the samples subjected to physical inspection/s specified in the Technical Specifications.</p> <p>3. Visual physical inspection shall be undertaken to include the checking if the packaging is intact and the containers have no leaks, the labels are complete including verification of expiration dates.</p> <p>4. Results of counting and inspection as to expiry date, formulation date, manufacturer’s batch number and code and supplier/s name, shall be recorded and form part of the committee’s report.</p> <p>5. If the counting /physical inspection showed that delivered pest control chemicals are not in accordance with the required number/specifications, the committee shall immediately reject same. However, all rejected deliveries shall remain under NFA custody until an acceptable replacement has been delivered and accepted by NFA.</p>

Section VI. Schedule of Requirements

SECTION VI. SCHEDULE OF REQUIREMENTS

**For the Supply and Delivery of Additional Pest Control Chemicals
Requirement of NFA Region IV (Southern Tagalog) for 2025**

SPECIFICATIONS/REQUIREMENTS

1. Follow the delivery requirements.

a. Deliver the contracted volume within **thirty (30) calendar days** upon receipt of the Notice to Proceed

b. Deliver the contracted volume to designated delivery points with the following details:

LOT	Pesticide/ Active Ingredient	DELIVERY POINTS*						TOTAL
		BATS	LGN	OCM	OMO	PWN	QZN	
1	Pirimiphos Methyl 25 EC	-	7	205	130	75	13	430
2	Pirimiphos Methyl 50 EC	-	1	15	-	19	4	39
3	Permethrin with Piperonyl Butoxide and S-Bioalethrin	6	2	15	3	-	1	27
4	Aluminum Phosphide	342	114	3,899	768	67	387	5,577
5	Coumatetralyl Dust	-	-	10	-	-	-	10
6	Thiametoxam	-	-	6	-	2	-	8

Delivery Point	Address	Focal Person
BATS	NFA, Balagtas, Batangas City	Teofila R. Cabrera
LGN	NFA, San Ignacio, San Pablo City, Laguna	Fernando U. DeLeon Jr.
OCM	NFA, Labangan, San Jose, Occidental Mindoro	Robert Jerome F. Osano
OMO	NFA, Tawiran, Calapan City, Oriental Mindoro	Christia S. Velante
PWN	NFA, City Government Center, Sta Monica, Puerto Princesa City, Palawan	Engr. Lenard V. Desamito
QZN	NFA, Isabang, Lucena City, Quezon	Rodelio F. Guevarra Jr.

Section VII. Technical Specifications

SECTION VII. TECHNICAL SPECIFICATIONS

SPECIFICATIONS/REQUIREMENTS	BIDDERS' STATEMENT OF COMPLIANCE
1. Deliver at designated delivery site/point within the specified delivery schedule as indicated in Section VI. Schedule of Requirement	[*]
2. Packaging must clearly show the expiry date. Expiry dates of pesticides must not be less than 16 months from the time of delivery or under the terms specified by NFA in SCC.	[*]
3. The pesticides supplied under the Contract are new, unused, unadulterated and genuine chemicals for pest control operations.	[*]
4. All pest control chemicals supplied under this Contract shall have no defect, properly labeled, sealed and packed to prevent contamination, harm and injury to humans.	[*]
5. All pest control chemicals must be compliant to existing regulations and laws by the Philippine Government	[*]
6. All pest control chemicals must have been certified to be appropriate for use in NFA operations	[*]
7. All pest control chemicals must be from authorized distributor by the Manufacturer	[*]

*[*Bidders must state 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. 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.]*

**Section VIII. Checklist of Requirements
for Bidders**

CHECKLIST OF REQUIREMENTS FOR BIDDERS

SUPPLY AND DELIVERY OF PEST CONTROL CHEMICLAS REQUIREMENT OF
NFA REGION IV (SOUTHERN TAGALOG)

INSTRUCTIONS:

The following required documents shall be accomplished, satisfied and submitted in chronological order, with appropriate tabbing, to the **NFA Conference Room, 3rd Floor, NFA Office Building, JP Laurel Highway, Barangay Balagtas, Batangas City on or before 09:00 AM on August 13, 2025.** Prospective Bidders are required to submit in three (3) copies (one (1) originally signed and two (2) certified photocopies) each of the required documents. All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

I.ENVELOPE #1: ELIGIBILITY AND TECHNICAL COMPONENT OF BID	
Legal Documents	
Annex A	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 revised IRR of RA No. 9184
Technical Documents	
Annex B	Statement of the 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
Annex 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
Annex D-1	Bid Security in the form of duly notarized Bid Securing Declaration or Bid Security in the form of Cash or Cashier’s/Manager’s check issued by a universal or commercial bank in the amount not less than 2% of the ABC or Bid Security in the form of bank draft/guarantee or irrevocable letter of credit in the amount not less than 2% of the ABC accompanied by a confirmation from a Universal or Commercial Bank or Bid Security in the form of surety bond the amount not less than 5% of the ABC accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
Annex D-2	
Annex D-3	
Annex D-4	
Annex E	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable as indicated in Section VII. Technical Specifications
Annex F Annex G	Duly notarized Omnibus Sworn Statement (OSS); and if applicable, Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Notarized Special Power of Attorney of all members of the joint venture giving full power and

I.ENVELOPE #1: ELIGIBILITY AND TECHNICAL COMPONENT OF BID	
	authority to its officer to sign the OSS and do acts to represent the Bidder, same for individuals representing Sole Proprietorships
<i>Other documentary requirements by the Procuring Entity</i>	
Annex H	Supplier's Profile stating the following: a. Contact information/ details of the company, including its branch office/s if any; b. Number of years in the business of sales and distribution of pest control chemicals; and c. Organizational Chart
Annex I	Duly Notarized Sworn Statement to Protest Mechanism
<i>Financial Documents</i>	
Annex J	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	or
Annex K	A Committed Line of Credit (CLC) from a Universal or Commercial Bank in lieu of its NFCC computation
<i>Class "B" Documents</i>	
Annex L	If applicable, valid Joint Venture Agreement (JVA), in case the joint venture is already in existence Or In the absence of a JVA, duly notarized statements from all the potential joint venture partners that they will enter into and abide by the provisions of the JVA in the event that the bid is successful.
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>	
Annex 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
Annex N	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity
II. ENVELOPE # 2: FINANCIAL COMPONENT	
Bid Form A	Financial Bid Form
Bid Form B	Schedule of Prices

Section IX. ANNEXES

Annex A

**REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND MEMBERSHIP
(First Page Only)**

<p>Republic of the Philippines Department of Budget and Management PROCUREMENT SERVICE</p> <p>CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)</p> <p>THIS IS TO CERTIFY THAT</p> <p>(NAME OF BIDDER) Address</p> <p>is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.</p> <p>This further certifies that (name of the prospective bidder) has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A which document is attached hereto and made an integral part hereof.</p> <p><u>For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.</u></p> <p><u>By submitting this Certificate, the Bidder certifies:</u></p> <ol style="list-style-type: none"><u>1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;</u><u>2. the veracity of the statements and information contained therein;</u><u>3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it evidence that the Bidder has passed the post-qualification stage; and</u><u>4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.</u> <p>This Certificate is valid until (date of expiration).</p> <p>Issued this (date) day of (month), year. This is a system-generated certificate. No signature is required.</p> <p>Documentary Stamp Tax Paid 30.00 Certificate Reference No:</p> <p>(QR Code)</p> <p>Page 1 of 3</p>

Annex A

REMINDERS¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

Certificate Reference No: 201705164053734088814

Page 2 of 3

¹Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

"Annex A"

List of Eligibility Documents

of

SEC Certificate	Registration Date : 23-Jul-2018 SEC Certificate Number : HS096000079
Mayors Permit	Expiration Date : 30-Sep-2020 Permit Number : Place of Issue : Issued By / Signatory : Issuance Date : 20-Feb-2020
Tax Clearance	Expiration Date : 01-Jul-2021 TCC Number : Issued By / Signatory : Issuance date : 01-Jul-2020
Audited Financial Statement	Date of Filing : 15-May-2020 Current Asset : Total Asset : Current Liabilities : Total Liabilities : Name of Auditor : BIR RDO Code :
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :

Certificate Reference No: 201705164053734088814

Page 3 of 3

Philippine Bidding Documents
Procurement of GOODS

ANNEX B

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED
BUT NOT YET STARTED

Business Name : _____
Business Address : _____

Name of Client 1. Contact Person 2. Contact Number 3. E-mail Address 4. Address	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of the Contract	Value of Outstanding Contracts	Date of Delivery	Reference Number and/or Date of NOA/s or Purchase Order/s or Contracts
<u>GOVERNMENT</u>								
<u>PRIVATE</u>								

Name and Signature of Owner or Authorized Representative

Date

- *Instructions
- A. State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
 - B. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state "NONE".
 - C. The total amount of ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
 - D. "Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example: "Provision of Corporate Executive Health Care Program".

Philippine Bidding Documents
Procurement of GOODS

Annex C

Statement of Bidder’s Single Largest Completed Government and Private Contracts (SLCC) which is similar to the contract to be bid; (3) years from the date of submission and receipt of bids

Business Name : _____
Business Address : _____

This is to CERTIFY that _____ Company Name _____ has a completed similar contract within the prescribed period.

Name of Client 1. Contact Person 2. Contact Number 3. E-mail Address 4. Address	Name of the Contract	Date of the Contract	Contract Duration	Kinds of Goods	Amount of Contract	Date of Completion	Indicate details <u>ANY</u> of the following: (a) Date End User’s Acceptance; (b) Date and No. Sales Invoice(s); (c) Date and No. of Official Receipt(s) (Corresponding document/s must be attached and submitted)
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							

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

Instructions:

1. This statement shall be supported with end user’s acceptance or official receipt(s) or sales invoice issued for the contract. The supporting documents must be attached to the statement.
2. Cut-off date as of: Up to the day before the deadline of submission of bids.
3. “Name of Contract”. Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand
4. Do not leave any items blank. Write “None”
5. For contracts with the private sector, an equivalent document shall be submitted.

ANNEX D-1

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We¹, the undersigned, declare that:

- k. 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.
- k. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 9184; without prejudice to other legal action the government may undertake.
- k. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (k) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (k) 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;
 - (k) I am/we are declared as 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’S AUTHORIZED REPRESENTATIVE]
[Insert Signatory’s Legal Capacity]
Affiant

¹Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

Philippine Bidding Documents
Procurement of GOODS

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

ANNEX D-2
ANNEX D-3
ANNEX D-4

OTHER FORMS OF BID SECURITY

Bid Security in the form of Cash or Cashier's/Manager's check issued by a universal or commercial bank in the amount not less than 2% of the ABC

or

Bid Security in the form of bank draft/guarantee or irrevocable letter of credit in the amount not less than 2% of the ABC accompanied by a confirmation from a Universal or Commercial Bank

or

Bid Security in the form of surety bond the amount not less than 5% of the ABC accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments

(to be provided by the Bidder)

ANNEX E

TECHNICAL SPECIFICATIONS

LOT No/s: (Please specify)

SPECIFICATIONS/REQUIREMENT	BIDDERS' STATEMENT OF COMPLIANCE
1. Deliver at designated delivery site/point within the specified delivery schedule as indicated in Section VI. Schedule of Requirement	[*]
2. Packaging must clearly show the expiry date. Expiry dates of pesticides must not be less than 16 months from the time of delivery or under the terms specified by NFA in the SCC.	[*]
3. The pesticides supplied under the Contract are new, unused, unadulterated and genuine chemicals for pest control operations	[*]
4. All pest control chemicals supplied under this Contract shall have no defect, properly labeled, sealed and packed to prevent contamination, harm and injury to humans.	[*]
5. All pest control chemicals must be compliant to existing regulations and laws by the Philippine Government	[*]
6. All pest control chemicals must have been certified to be appropriate for use in NFA operations	[*]
7. All pest control chemicals must be from authorized distributor by the Manufacturer	[*]

[*Bidders must state 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. 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.]

Certified Correct:

Name of Owner/Authorized Representative

Date

ANNEX F

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]

ANNEX G

Notarized Authority of the Signatory (whichever is applicable)

- i. For Single Proprietorship- Special Power of Attorney
- ii. For Partnership- A partnership Resolution signed by the General Manager or President
- iii. For Corporation, joint venture and cooperatives- Board Resolution with the Secretary's Certificate

(to be provided by the bidder)

ANNEX H

Name of Project:

LOT NO. _____

A. SUPPLIER’S/COMPANY PROFILE

COMPANYNAME : _____

ADDRESS
HEAD OFFICE : _____

BRANCH : _____

TELEPHONE NUMBER/S
HEADOFFICE : _____

BRANCH : _____

FAX NUMBER/S
HEAD OFFICE : _____

BRANCH : _____

EMAIL ADDRESS/ES : _____

NUMBER OF YEARS IN THE BUSINESS: _____

B. ORGANIZATIONAL CHART

to be provided by the bidder

CONFORME:

Bidder’s Company Name

Signature of Authorized representative

Designation

ANNEX I

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S**Sworn Statement on Compliance to the Protest Mechanism
Provided in Article XVII of RA 9184**

The undersigned Name of Authorized Representative , in his/her capacity as the _____, and as authorized signatory of Name of Company , a single/proprietorship/partnership/corporation, duly registered and existing under the laws of the Philippines after having been duly sworn in accordance with law, do hereby depose, state, warrant, waive and undertake the following, in relation to the Bidding for Procurement Supply and Delivery of Pest Control Chemical Requirement of NFA Region IV (Southern Tagalog).

1. That the (Name of Company) and any and all of its officers, directors or controlling stockholders/owners hereby undertake and commit to duly and strictly comply and abide with the following:

“Any Court action including any petition for a preliminary or mandatory injunction or a temporary restraining order, or any other provisional remedy may be resorted to only after the protests contemplated in the Instructions to Bidders shall have been completed and all administrative remedies have been exhausted. Cases that are filed in violation of the process specified herein shall be dismissed of lack of jurisdiction. The regional trial court shall have jurisdiction over final decisions of the head of procuring entity. Court actions shall be governed by Rule 65 of the 1997 Rules of Civil Procedure.”

2. That failure on the part of the _____ and/or any and all of its officers, directors or controlling stockholders/owners to comply and abide with the above-stated provisions shall result to the automatic dismissal for lack of jurisdiction, lack of cause of action, prematurity and/or forum shopping of any court action that may be filed by _____ and/or any and all of its officers, directors or controlling stockholders/owners or by anyone in behalf of the latter relative, pertinent, corollary to or in connection with the subject bidding process:
 - a. That the _____ and/or any and all of its officers, directors or controlling stockholders/owners hereby bind themselves that any such court action that may be filed relative or pertinent to the bidding process concerned can only be filed in the jurisdiction of the courts of Quezon City of the complete exclusion of any other venue as said other venues are hereby completely waived; and
 - b. That further, failure to comply and abide with the immediately foregoing shall result to the automatic dismissal of such court action that may be filed for lack of jurisdiction or lack of cause of action.

The undersigned further attests to the truth and correctness of the foregoing statements, waivers and undertakings according to his/her personal knowledge.

Philippine Bidding Documents
Procurement of GOODS

SIGNED this _____ day _____ of _____ at _____.

Signature over Printed Name of Affiant

SUBSCRIBED AND SWORN to before me this _____ day _____ of _____ in the _____, affiant exhibited to me his/her Government Identification Card _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

ANNEX J

**COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY
(NFCC)**

- A. Summary of the bidder’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 its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

		Year 2023
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portion of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements (SF) submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

NFCC = P _____

Submitted by:

Name of CONTRACTOR

Name and Signature of Authorized Representative

Date: _____

Annex K

COMMITTED LINE OF CREDIT (CLC)

The CLC issued by a universal or commercial bank shall be provided by the bidder indicating such information but not limited to the following :

1. CLC is at least equal to ten percent (10%) of the ABC of the project being bid;
and
2. Effective and available on the date of bid submission.

(to be provided by the Bidder)

Annex L

Standard Form Number: SF-GOOD-08

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

- and –

_____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the (Name of the Procuring Entity).

A. NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord ____

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public

Serial No. of Commission _____

Notary Public for _____ until _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Or

Duly notarized statements from all the potential joint venture partners that they will enter into and abide by the provisions of the JVA in the event that the bid is successful (to be provided by the bidder)

ANNEX 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

(To be provided by the Bidder)

ANNEX N

Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

(To be provided by the Bidder)

Bid Form A

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

BID FORM

Date : _____
Project Identification No.: _____
Lot No. _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

Name and address of agent	Amount and Purpose of Currency 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].

Philippine Bidding Documents
Procurement of GOODS

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Form B
Lot No.____

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: _____

SECTION X. EXHIBITS

Philippine Bidding Documents
Procurement of GOODS

EXHIBIT 1



REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT


Fertilizer and Pesticide Authority
FPA Bldg., BAI Compound, Visayas Ave., Diliman, Quezon City

Certificate of Product Registration

This is to certify that _____
with postal address at _____
has registered _____
_____ with the Authority for use
on _____
_____ **x-x-x stored product pests (beetles, weevil and borers) x-x-x** _____
_____ **x-x-x** _____
with all the rights, privileges and responsibilities thereto appertaining.


This certificate is issued in accordance with the provisions of Presidential Decree No. 1144
and shall expire on _____, unless sooner revoked by this Authority.

Registration No. _____
Date of Registration _____
FPA Control No. _____
Nature of Application: _____



WILFREDO C. ROLDAN
Executive Director

EXHIBIT 2



REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT

Fertilizer and Pesticide Authority

License

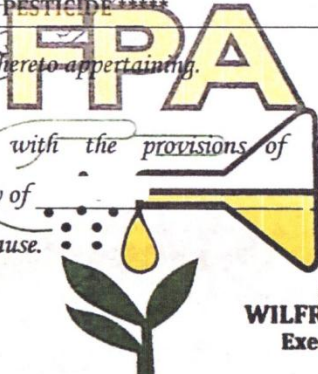
ISSUED BY VIRTUE OF PRESIDENTIAL DECREE NO. 1144

AH - 0168

FPA CONTROL NO. _____
LICENSE NO. _____
Nature of Application: 1 _____

This is to certify that _____ of _____
is licensed to operate as _____
of _____
with all the rights, privileges, and responsibilities thereto appertaining.

This license is issued in accordance with the provisions of Presidential Decree
No. 1144 and shall expire on the _____ day of _____ year _____
unless sooner cancelled, revoked or suspended for cause.



WILFREDO C. ROLDAN
Executive Director

(DISPLAY PROMINENTLY)

ILLUSTRATIONS ON MARKING AND SEALING

