



NATIONAL FOOD AUTHORITY

Caraga Regional Office (Region XV)
Bids and Awards Committee

J. Rosales Avenue, Butuan City 8600
Tel. No. (085) 817-9311

Website: www.nfa.gov.ph
Email: bac.caraga@nfa.gov.ph

SUPPLY AND DELIVERY OF PEST CONTROL EQUIPMENT AND GADGETS FOR NFA CARAGA REGION CY 2022

BAC RESOLUTION NO. A-001-2022

“A food-secure Philippines with prosperous farmers and fisherfolk”



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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



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INVITATION TO BID

FOR

SUPPLY AND DELIVERY OF PEST CONTROL EQUIPMENT AND GADGETS FOR NFA CARAGA REGION CY 2022 NFA CARAGA REGION BAC RESOLUTION NO. A-001-2022

1. The **NATIONAL FOOD AUTHORITY (NFA)**, through the **2022 NFA Corporate Operating Budget** intends to apply the sum of **Two Million Three Hundred Ninety-One Thousand Five Hundred Ninety Pesos Only (₱ 2,391,590.00) inclusive of VAT** being the ABC to payments under the contract for the **Supply and Delivery of Pest Control Equipment and Gadgets for NFA Caraga Region CY 2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL FOOD AUTHORITY (NFA)** now invites bids for the above Procurement Project. Delivery of the Goods is required **within Thirty (30) days from the receipt of the Notice to Proceed**. Bidders should have completed, within the period of **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from NFA Caraga Regional Office BAC Secretariat and inspect the Bidding Documents at the address given below during 8:00AM to 5:00PM, Mondays to Friday except for holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders anytime during office hours at **8:00 AM to 5:00 PM starting January 8 - 31, 2022** prior to the conduct of the bidding from the given address and website(s) below and upon payment

of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, as follows:

Lot No.	Bidding Fee
1	1,000.00
2	5,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees through official e-mail

6. The **NATIONAL FOOD AUTHORITY (NFA)** will hold a Pre-Bid Conference on **January 19, 2022 at 9:00 AM** at National Food Authority Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600 and through video conferencing or webcasting via google meet platform with the link to be provided prior to the conduct of the pre-bidding conference, 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 below, on or **before January 31, 2022, 8:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **January 31, 2022, 9:00 AM** at National Food Authority Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600 and via Google Meet platform with the link to be provided prior to the conduct of the bid opening. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **NATIONAL FOOD AUTHORITY (NFA)** 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:

ROEL D. CAPERIG

Acting PMO IV / BAC Secretariat Head

National Food Authority

Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600

Tel. No. (085) 8179311, Email: bac.caraga@nfa.gov.ph

12. You may visit and download the Bidding Documents from the following websites:

Philippine Government Electronic Procurement System (PhilGEPS) and NFA website (www.nfa.gov.ph)

Date of Issue: January 7, 2022

(SGD.)

MAY SARA A. SABARRE

OIC-Assistant Regional Manager
Chairperson, BAC



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NATIONAL FOOD AUTHORITY (NFA)** wishes to receive Bids for the **Supply and Delivery of Pest Control Equipment and Gadgets for NFA Caraga Region CY 2022**, with **NFA Caraga Region BAC Resolution no. A-001-2022**.

The Procurement Project (referred to herein as “Project”) is composed of 2 lots, 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 Year 2022 in the amount of **Two Million Three Hundred Ninety-One Thousand Five Hundred Ninety Pesos Only (₱ 2,391,590.00) inclusive of VAT**.

2.2 The source of funding is the NFA’s Corporate Operating Budget for 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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 and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *a period of 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

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for a period of 120 days from the date of opening of bids.

Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one 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

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

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.

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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.
- 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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																																															
5.3	For this purpose, contracts similar to the Project shall be: a. referred to contracts for the Supply and Delivery of Pest Control Equipment and Gadgets. b. completed within a period of three (3) years prior to the deadline for the submission and receipt of bids.																																														
7.1	Not applicable.																																														
12	Not applicable.																																														
14.1	<div>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</div> <table><tr><td>Lot 1</td><td>a. The amount of not less than Php 15,820.80, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 39,552.00 if bid security is in Surety Bond.</td></tr><tr><td>Lot 2</td><td>a. The amount of not less than Php 32,011.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 80,027.50 if bid security is in Surety Bond.</td></tr></table>	Lot 1	a. The amount of not less than Php 15,820.80 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 39,552.00 if bid security is in Surety Bond.	Lot 2	a. The amount of not less than Php 32,011.00 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 80,027.50 if bid security is in Surety Bond.																																										
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15.0	Each bidder shall submit four (4) Certified True Copies of the first and second components of its bid.																																														
19.3	<table><tr><th>Lot</th><th>Item No.</th><th>Description</th><th>Quantity (Unit)</th><th>Price/Unit inclusive of VAT (Php)</th><th>Approved Budget for the Contract (ABC) inclusive of VAT (Php)</th></tr><tr><td>1</td><td>1</td><td>Thermal Fogging Machine</td><td>8</td><td>98,880.00</td><td>791,040.00</td></tr><tr><td colspan="5">Sub Total</td><td>791,040.00</td></tr><tr><td rowspan="3">2</td><td>2</td><td>Motorized Knapsack Sprayer</td><td>10</td><td>118,750.00</td><td>1,187,500.00</td></tr><tr><td>3</td><td>Full Face Gas Mask with Canister</td><td>11</td><td>27,550.00</td><td>303,050.00</td></tr><tr><td>4</td><td>Single Gas Leak Detector</td><td>2</td><td>55,000.00</td><td>110,000.00</td></tr><tr><td colspan="5">Sub Total</td><td>1,600,550.00</td></tr><tr><td colspan="5">Grand Total</td><td>2,391,590.00</td></tr></table>	Lot	Item No.	Description	Quantity (Unit)	Price/Unit inclusive of VAT (Php)	Approved Budget for the Contract (ABC) inclusive of VAT (Php)	1	1	Thermal Fogging Machine	8	98,880.00	791,040.00	Sub Total					791,040.00	2	2	Motorized Knapsack Sprayer	10	118,750.00	1,187,500.00	3	Full Face Gas Mask with Canister	11	27,550.00	303,050.00	4	Single Gas Leak Detector	2	55,000.00	110,000.00	Sub Total					1,600,550.00	Grand Total					2,391,590.00
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20.2	<p>1. VAT or Non-VAT Registration Certificate</p> <p>2. Technical Brochures</p> <p>3. If broker/dealer/distributor:</p> <p style="padding-left: 40px;">a) Brokerage/dealership/distributor agreement</p> <p style="padding-left: 40px;">b) Name and address of the manufacturer;</p> <p style="padding-left: 40px;">c) List of personnel who shall undertake the repairs, servicing, and transfer of skills and technical knowledge or List of Authorized Service Centers</p> <p>If manufacturer:</p> <p style="padding-left: 40px;">a) Proof of ownership of the plant</p> <p style="padding-left: 40px;">b) Location/Address;</p> <p style="padding-left: 40px;">c) List of personnel who shall undertake the repairs, servicing, and transfer of skills and technical knowledge or List of Authorized Service Centers</p>
21.1	No additional requirement

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *[[Include if Framework Agreement will be used:]] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><u>Delivery:</u></p> <ol style="list-style-type: none"> 1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) 2 The Delivery Site is at: NFA Compound, Libertad, Butuan City, 8600 3 The delivery of the above items shall be made during regular office days, that is, from Mondays to Fridays and within 8:00 am to 3:00 pm only 4 The supplier shall notify the NFA-Caraga Regional Office at least Three (3) days before the scheduled delivery to ensure the availability of the authorized personnel who shall witness and receive the deliveries. 5. The authorized personnel who shall receive the deliveries is the accountable officer from the Administrative and General Services Section (AGSS) assigned by their Regional Manager; the designated Technical Inspection Team shall witness the deliveries to be made by the supplier. 6. The delivery shall be covered by appropriate documents such as the duly accomplished Sales Invoice (SI) and Delivery Receipt (DR). In the absence of such documents, the units shall not be accepted. 7. All expenses, losses, and damages which may be incurred while the Pest Control Equipment and Gadgets for delivery are in transit to NFA Compound, Libertad, Butuan City, 8600 shall be borne by the supplier. <p><u>Response time of Repair:</u></p> <p>The period for correction of defects in the warranty period is five (5) calendar days from receipt of written notice.</p> <p><u>Obligations of the Supplier:</u></p> <ol style="list-style-type: none"> 1. The Supplier shall submit a Certificate of Warranty of one (1) year after acceptance by NFA of the delivered Goods. 2. Shall strictly comply with the prescribed NFA technical specifications and shall submit the manufacturer's technical brochure of the Pest Control Equipment and Gadgets. 3. Shall use durable packaging materials to protect the units during transport/deliveries to NFA Compound, Libertad, Butuan City, 8600 and during distribution to the branch offices. 4. Shall guarantee the availability of spare parts and the personnel who shall undertake the required after-sales service located nationwide.

	<p>5. Shall provide the user with manual of the pest control equipment and basic tools needed for the maintenance and care of the machine such as the adjustable wrench, screw driver, and cleaning brushes.</p> <p>6. Shall provide free familiarization briefing at NFA-Caraga Regional Office on the proper operation, maintenance/care, and troubleshooting of the pest control equipment at no additional cost to NFA.</p> <p><u>Incidental Services:</u></p> <p>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.</p> <p><u>Intellectual Property Rights:</u></p> <p>The Supplier shall indemnify NFA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>1. Payments shall be made only upon a certification by the End-user to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.</p> <p>2. The Supplier's request(s) for payment shall be made to the NFA in writing, accompanied by required documents to support the request including an invoice describing, as appropriate, the Goods delivered and/or Services performed, and upon fulfillment of other obligations stipulated in this Contract.</p> <p>3. Payments shall be made promptly by the NFA, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier, subject to NFA Accounting and Auditing Rules and Regulations.</p> <p>4. Payment shall be made at NFA Caraga Regional Office only. The supplier shall issue official receipt addressed to NFA as proof of payment.</p>
4	<p><u>Inspection and Test:</u></p> <p>1. The designated Technical Inspection Team shall conduct inspection of all delivered units in the presence of the supplier or his authorized representative at the place of delivery, NFA Compound, Libertad, Butuan City, 8600.</p> <p>2. All delivered units shall have the complete ancillary and accessory of the equipment in accordance with the technical specifications</p> <p>3. All delivered units shall be free from defects and damage; any observed defects and damage during inspection shall not be accepted.</p>

	<p>4. After the physical inspection of the delivered units, the supplier or his authorized representative shall demonstrate the actual operation of the equipment to the Technical Inspection Team.</p> <p>5. An Inspection Report shall be prepared by Technical Inspection Team within three (3) working days once the deliveries are completed.</p> <p><u>Replacement of Rejects:</u></p> <p>NFA shall reject any goods or parts thereof that fail to pass the performance test or that do not conform with the equipment technical specifications, at no cost to NFA.</p> <ol style="list-style-type: none"> 1. A Notice of Rejection shall be issued to the supplier by the Technical Inspection Team within three (3) calendar days after testing of the equipment, for deliveries rejected due to damage and non-conformance with the technical specifications 2. The rejected unit(s) shall be replaced with conforming unit(s) within fifteen (15) calendar days after the receipt of the Notice of Rejection. 3. Expenses incurred in the replacement of rejected /defective unit(s) shall be borne by the Supplier.
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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	Item No.	Description	Quantity (Unit)	Price/Unit (Php)	Total (Php)	Delivered, Weeks/Months
1	1	Thermal Fogging Machine	8	98,880.00	791,040.00	Within 30 calendar days upon receipt of the Notice to Proceed
2	2	Motorized Knapsack Sprayer	10	118,750.00	1,187,500.00	
	3	Full Face Gas Mask with Canister	11	27,550.00	303,050.00	
	4	Single Gas Leak Detector	2	55,000.00	110,000.00	
TOTAL					2,391,590.00	

Section VII. Technical Specifications

Technical Specifications

ITEM 1. THERMAL FOGGING MACHINE (Long Fog Tube)

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
Solution Tank Capacity (Fixed type)	4 to 12 liters	
Flow Rate	10 - 30 liters per hour	
Fuel Tank Capacity	1 liter (minimum)	
Fuel Consumption	2 liters per hour (minimum)	
Length of the Equipment	135 centimeters (± 5 centimeters)	
Power, Combustion Chamber	20 Hp / 14.9 kW (minimum)	
Solution Tank Container Material	Stainless steel or strong durable plastic	
Weight in kg (empty)	1. 5 - 12 kg	
Ancillaries / Accessories	<ol style="list-style-type: none"> Two (2) nozzles of different sizes generating the required flow rate Automatic cut-off device for the supply / control of solutions Solution funnel with strainer (mesh width = 0.1 mm) Ignition system using ordinary dry-cell battery with or without spark plug Barrel guard for operator's protection Carrying straps Noise regulator Ear plugs 	

ITEM 2. MOTORIZED KNAPSACK SPRAYER

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
Solution Tank Capacity	10 to 18 liters	
Solution Tank Container Material	strong and durable plastic	

Fuel Tank Capacity	2 liters (maximum)	
Vertical Reach	8 meters (minimum)	
Horizontal Reach	10 meters (minimum)	
Engine Power (Engine HP Rating)	5.5 Hp / 4.1 kW (maximum)	
Weight in kg (empty)	10 - 15 kg	
Accessories	1. Provision of one (1) set ear plug 2. Provision of one (1) spare “filter”	

ITEM 3. FULL FACE GAS MASK (SINGLE FILTER) WITH CANISTER

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
General Design	two-way breathing full face gas mask with single canister filter; satisfactory field vision; speech diaphragm for a good speech transmission; great wearing comfort	
Gas Mask		
Faceblank	made of rubber compound material that is non-irritable to skin	
Lens	made of impact/scratch resistant plastic material; large/wide field of vision; visibility distance should not less than ten (10) meters at eye level	
Connector	with outside thread connection; contains inhalation valve and speech device	
Exhalation Valve	united/connected into the lowest part of the face mask; replaceable valve piece and valve cover	
Harness	easy to wear and removable from the face piece mask; with carrying strap and with adjustable buckles	
Inner Mask	soft and non-irritant to skin	
Canister	1. Specifically used for phosphine (PH ₃) gas 2. Must have a minimum two (2)-year shelf life from the date of delivery	
Basis of Compliance to Safety	1. <i>(To be presented to the TWG members during the post qualification process)</i>	

Document or evidence showing that the full-face gas mask offered complies with any of the following approved standards/regulations :	2. EN (European Norm) 136 with CE mark, EN 136 Cl.2, EN 136 class 3, or any other EN applicable standards; or 3. Rule 1083.05 (1) of the Occupational Safety and Health Standards as Amended - 1989 (Bureau of Working Condition of DOLE, p.35; or 4. NIOSH (National Institute on Safety & Health) approved standard	
Document or evidence showing that the canister filter complies with any of the following approved standards:	EN 143 or EN 14387 with CE mark	

ITEM 4. SINGLE GAS LEAK DETECTOR

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
Gas to be detected	Phosphine (PH ₃)	
Measuring Range	0 - 20 parts per million (ppm)	
Weight	250 grams (max)	
Alarm point	0.3 ppm and 3 ppm	
Method of Detection	Diffusion	
Display	LCD/OLED	
Power	3.7 VDC (Volts Direct Current)	
Operating Time	at least 72 hours	
Charge Time	at least 2-6 hours	
Sound Coverage	at least 1 meter	
Dimension (LxWxH)	160 mm x 80 mm x 50 mm (max)	
Ingress Protection	IP65 (minimum)	

****Updates to specifications due to product roadmap and upgrade at no additional cost to the government are covered by this specification.***

***** Non-compliance on the above specifications will mean disqualification of the bidder.***

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) 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

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

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

Date : _____

Project Identification 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 Amount and Purpose of
of agent 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]*.

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 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: _____

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

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]*

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such**

as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

Statement of Ongoing and Awarded But Not Yet Started Contracts					
This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:					
Date of Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts
Total Value of Outstanding Contracts:					

Name and Signature of Authorized Representative

Date

***Instructions**

- 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.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent whit those used in the computation of the Net Financial Contracting Capacity (NFCC).
- “Name of Contract”. Indicate here the Nature/Scope of the Contract for easier tracking of the entries/ representations.

**Statement Identifying Single Largest Completed Contract which is Similar to the Project
(with Contract Price of at least 50% of the ABC)**

Business Name : _____

Business Address : _____

Date of Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Dates	
					Delivery/ End-user's Acceptance	Official Receipt

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

NOTE: Please attach a certified photo copy of Single Largest Completed Contract