

# **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

**Government of the Republic of the Philippines**

**Philippine Coconut Authority**

**Regions I, II, III, and CAR**

**2/F Guest House Bldg., PCA Compound,  
Elliptical Road, Diliman, Quezon City 1101**

**SUPPLY, HANDLING, TRANSPORT AND DELIVERY  
OF 79,079 PCS OPV TALL COCONUT SEEDLINGS  
UNDER ACPRP CY 2019 AND RA 8048 CY 2018 & 2019  
AND 41,470 PCS OPV DWARF COCONUT SEEDLINGS  
UNDER ACPRP CY 2021 AND SPRLCP CY 2022  
FUNDS**

**IB No. 2023-05**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>11</b>
1. Scope of Bid .....	12
2. Funding Information.....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods .....	14
7. Subcontracts .....	14
8. Pre-Bid Conference .....	14
9. Clarification and Amendment of Bidding Documents .....	14
10. Documents comprising the Bid: Eligibility and Technical Components .....	14
11. Documents comprising the Bid: Financial Component .....	14
12. Bid Prices .....	15
13. Bid and Payment Currencies .....	15
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	16
16. Deadline for Submission of Bids .....	16
17. Opening and Preliminary Examination of Bids .....	16
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	17
21. Signing of the Contract .....	18
<b>Section III. Bid Data Sheet .....</b>	<b>19</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>22</b>
1. Scope of Contract .....	23
2. Advance Payment and Terms of Payment .....	23
3. Performance Security .....	23
4. Inspection and Tests .....	23
5. Warranty .....	24
6. Liability of the Supplier .....	24
<b>Section V. Special Conditions of Contract .....</b>	<b>25</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>29</b>
<b>Section VII. Technical Specifications .....</b>	<b>31</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>35</b>

# ***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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF AGRICULTURE**  
**PHILIPPINE COCONUT AUTHORITY**  
**REGIONS I, II, III and CAR**  
2/F Guest House Bldg., PCA Compound, Elliptical Road, Diliman, Quezon City 1101  
Telefax No.: (02) 8927-5227 Tel. No. (02) 8924-4761  
pcaregion1.4b@gmail.com

**IB No. 2023-05**  
**REGIONAL BIDS AND AWARDS COMMITTEE**

**INVITATION TO BID FOR THE**  
**Supply, Handling, Transport and Delivery of 79,079 PCS OPV**  
**Tall Coconut Seedlings under ACPRP CY 2019 and RA 8048 CY**  
**2018 & 2019 and 41,470 PCS OPV Dwarf Coconut Seedlings**  
**under ACPRP CY 2021 and SPRLCP CY 2022 Funds**

1. The *Philippine Coconut Authority Regions I, II, III and CAR*, through the *RA 8048 CY 2018 & 2019, ACPRP CY 2019 & 2021 and SPRLCP CY 2022 Funds* intends to apply the sum of *Php 5,140,135.00 for Lot 1 - Supply, Handling, Transport and Delivery of 79,079 pcs OPV Tall Coconut Seedlings under the ACPRP CY 2019 and RA 8048 CY 2018 & 2019 Funds* and the sum of *Php 3,400,540.00 for Lot 2- Supply, Handling, Transport and Delivery of 41,470 pcs OPV Dwarf Coconut Seedlings under the ACPRP CY 2021 and SPRLCP CY 2022 Funds* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *Philippine Coconut Authority Regions I, II, III and CAR* now invites bids for the above Procurement Project. Delivery of the seedlings is required within *one hundred eighty (180) calendar days*, respectively, upon the receipt of Notice to Proceed (NTP). Bidders should have completed, within *a period of five (5) 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 *Philippine Coconut Authority Regions I, II, III and CAR* and inspect the Bidding Documents at the address given below during *Monday to Friday, 8:00 AM to 5:00 PM*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *April 29, 2023 to May 22, 2023* from the given address below and website at <https://philgeps.gov.ph> and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, *in the amount of Php 10,000.00 for Lot 1 and Php 5,000.00 for Lot 2*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.
6. The *Philippine Coconut Authority Regions I, II, III and CAR* will hold a Pre-Bid Conference<sup>1</sup> on *May 9, 2023, 2:00 PM* at *Conference Room, 2nd Floor, Guest house building, PCA Compound, Elliptical Road, Diliman, Quezon City* and/or *through video conferencing or webcasting via Zoom Meeting ID: 831 153 9653, Passcode 616044*, 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 *May 22, 2023, 1:00 PM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *May 22, 2023, 2:00 PM* at *Conference Room, 2nd Floor, Guest house building, PCA Compound, Elliptical Road, Diliman, Quezon City* and/or via *Zoom Meeting ID: 870 5811 7592 Passcode: 025997*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Below is the procurement activity schedule:

<b>Pre-bid Conference</b>	May 9, 2023, 2:00 PM Join Zoom Meeting Meeting ID: 831 153 9653 Passcode: 616044
<b>Submission of Bids</b>	May 22, 2023, 1:00 PM
<b>Bid Opening and Evaluation</b>	May 22, 2023, 2:00 PM Join Zoom Meeting Meeting ID: 870 5811 7592 Passcode: 025997
<b>Post-qualification</b>	May 25, 2023 (tentative)
<b>Issuance of Notice of Award</b>	May 29, 2023 (tentative)
<b>Contract Preparation and Signing</b>	May 31, 2023 (tentative)

10. The *Philippine Coconut Authority Regions I, II, III and CAR* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***Ms. Michelle O. Villa***  
*Head, BAC Secretariat*

---

<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

*Philippine Coconut Authority Regions I, II, III and CAR*  
*2<sup>nd</sup> Floor, Guest house building, PCA Compound, Elliptical Road,*  
*Diliman, Quezon City*  
[4b.regionalbac@gmail.com](mailto:4b.regionalbac@gmail.com)  
*(02) 8924-4761*

12. You may visit the following websites:

For downloading of Bidding Documents: *http://www.philgeps.gov.ph*

(SGD.) CHRICEPT T. VILORIA, Ph.D.  
*RBAC Chairperson*

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## **1. Scope of Bid**

The Procuring Entity, *Philippine Coconut Authority Regions I, II, III and CAR* wishes to receive Bids for the *Supply, Handling, Transport and Delivery of 79,079 pcs OPV Tall Coconut Seedlings under ACPRP CY 2019 and RA 8048 CY 2018 & 2019 and 41,470 pcs OPC Dwarf Coconut Seedlings under the ACPRP CY 2021 and SPRLCP CY 2022 Funds* with ITB No. 2023-05.

The Procurement Project (referred to herein as “Project”) is composed of two (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 *RA 8048 CY 2018 & CY 2019, ACPRP CY 2019 & CY 2021 and SPRLCP CY 2022* in the amount of *Php 5,140,135.00 for Lot 1 and Php 3,400,540.00 for Lot 2*, respectively.

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. 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.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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 Procuring Entity has prescribed that:

- a. 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 *Conference Room, 2nd Floor, Guest house building, PCA Compound, Elliptical Road, Diliman, Quezon City* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *a period of five years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## **12. Bid Prices**

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

## **13. Bid and Payment Currencies**

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

## **14. Bid Security**



- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 days from the opening of bid*. 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 three (3) copies 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.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC

---

<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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**

- 20.1. 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**.

Aside from the conduct of validation/authentication of the submitted technical documents, the capacity of the bidder to supply the required quantity shall also be determined. This is done through the following;

1. The bidder's submitted coconut nurseries shall be evaluated to determine the quantity of good quality coconut seedlings available for delivery. His/her sources of matured seednuts for nursery sowing are also considered for evaluation to determine his/her capacity to establish nursery/ies with the sufficient number of sown seednuts within one-moth after the issuance of Notice to Proceed (NTP).
2. The bidder's submitted sources of available quantity
3. The bidder's submitted list of on-going contracts for the supply of coconut seedlings shall also be determined to be deducted from its present coconut seedlings inventory.
4. If coconut seedlings supply in the nursery is still not enough and available matured seednuts for sowing in the nursery are still not enough, the bidder shall

provide other sources which will require an Affidavit of Commitment from other coconut seedlings producers with PCA registration/accreditation.

## **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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause																	
5.3	For this purpose, contracts similar to the Project shall be:  a. <i>Supply, Handling, Transport and Delivery of Coconut Seedlings.</i>  b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.																
7.1	<i>Subcontracting is not allowed.</i>																
12	Not applicable.																
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than <i>Php 102,802.70 for Lot 1 and Php 68,010.80 for Lot 2</i> , 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 <i>Php 257,006.75 for Lot 1 and Php 170,027.00 for Lot 2</i> if bid security is in Surety Bond.																
19.3	<table><tr><th>Lot</th><th>Items</th><th>Quantity, pcs</th><th>Corresponding ABC, Php</th></tr><tr><td>1</td><td>OPV Tall Coconut Seedlings</td><td>79,079</td><td>5,140,135.00</td></tr><tr><td>2</td><td>OPV Dwarf Coconut Seedlings</td><td>41,470</td><td>3,400,540.00</td></tr><tr><td colspan="2">Total</td><td></td><td>8,540,675.00</td></tr></table>	Lot	Items	Quantity, pcs	Corresponding ABC, Php	1	OPV Tall Coconut Seedlings	79,079	5,140,135.00	2	OPV Dwarf Coconut Seedlings	41,470	3,400,540.00	Total			8,540,675.00
Lot	Items	Quantity, pcs	Corresponding ABC, Php														
1	OPV Tall Coconut Seedlings	79,079	5,140,135.00														
2	OPV Dwarf Coconut Seedlings	41,470	3,400,540.00														
Total			8,540,675.00														
20.2	Aside from the conduct of validation/authentication of the submitted technical documents and eligibility requirements, the bidder shall submit  a. latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)  b. List of PCA-accredited Farms as sources of OPV Dwarf/Tall coconut varieties  c. Photocopy of PCA accreditation certificate  d. Affidavit of Commitment  Also, the capacity of the bidder to supply the required quantity shall also be determined. This is done through the following:  a. The bidder's submitted nursery shall be evaluated to determine the quantity of coconut seednuts/seedlings available.  b. The bidder's submitted list of on-going contracts for the supply of coconut seednuts/seedlings shall be determined to be deducted from its present seednuts/seedlings inventory in the nursery.																

	c. If coconut seednuts/seedlings supply in the nursery is still not enough, determine other sources which requires an Affidavit of Commitment from other coconut seednuts and /or seedlings producers.
21.2	N/A

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

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

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



## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>All items should be delivered in one hundred eighty (180) calendar days after the receipt of Notice to Proceed.</i></p> <p><i>The total goods to be delivered shall be the specified quantity as indicated in the terms of reference (TOR) plus ten (10) percent allowance for replacement, free of charge.</i></p> <p><i>Replacement period: Fifteen (15) calendar days after report of mortality/notice of defects have been officially received by the supplier.</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>sites under Section VI (Schedule of Requirement)</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are</p> <ol style="list-style-type: none"> <li>1. <i>Mr. Francisco C. De Belen, Jr. – Acting Division Chief I – PCA Pangasinan</i></li> <li>2. <i>Ms. Princess Claire S. Abing – Agriculturist II / Area Coordinator -PCA Cagayan and Isabela</i></li> <li>3. <i>Mr. Juan F. Milar, Jr. – Division Chief I - PCA Aurora</i></li> <li>4. <i>Mr. Asher L. Vinuya – Agriculturist II – PCA Zambales</i></li> <li>5. <i>Mr. Dodie Oclarino – Agriculturist II – PCA Bataan</i></li> <li>6. <i>Mr. Chricept T. Vilorio – Project Development Officer IV – PCA Regions I, II, III and CAR, Regional Office</i></li> </ol> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>

	<ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ol>
	<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><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p><b>Transportation –</b></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>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment thru progress billing is allowed as long as the required quantity of seednuts and/or seedlings are completely delivered at the designated DOPs, the documentary requirements have been properly complied with, and upon submission by the concerned Provincial Office of the Inspection and Acceptance Reports; Notice of Delivery; and Sales Invoice with original Delivery Receipts by the Supplier.</p>
4	<p>The inspection that will be conducted shall be based on the required technical specifications of coconut seednuts/seedlings.</p>

## ***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.

<b>Lot No.</b>	<b>Project Year</b>	<b>Drop-off Points (DOPs)</b>	<b>Seedlings Requirement</b>	<b>Schedule of Delivery</b>
<b>1</b>	<b>OPV Tall Variety</b>		<b>79,079</b>	Within one hundred eighty (180) calendar days after receipt of Notice to Proceed by the Supplier.
	<b>ACPRP CY 2019</b>		<b>43,329</b>	
		Brgy. Banaoang, Sta. Barbara, Pangasinan	10,725	
		Brgy. Dimanayat, San Luis, Aurora	18,304	
		Brgy. Poon Bato, Botolan, Zambales	7,150	
		Brgy. Cadmang, Cabangan, Zambales	7,150	
			<b>21,450</b>	
	<b>RA 8048 CY 2018</b>	Prv'l Nursery, Brgy. Magsaysay, Bayombong, Nueva Vizcaya	21,450	
	<b>RA 8048 CY 2019</b>		<b>14,300</b>	
		Prv'l Nursery, Brgy. Magsaysay, Bayombong, Nueva Vizcaya	14,300	
<b>2</b>	<b>OPV Dwarf Variety</b>		<b>41,470</b>	Within one hundred eighty (180) calendar days after receipt of Notice to Proceed by the Supplier
	<b>ACPRP CY 2021</b>		<b>12,870</b>	
		Brgy. Sta. Barbara, Iguig, Cagayan	7,150	
		Brgy. Fusina, Camalaniugan, Cagayan	5,720	
	<b>SPRLCP CY 2022</b>		<b>28,600</b>	
		Brgy. San Antonio, Bagac, Bataan	21,450	
		Brgy. Naparing, Dinalupihan, Bataan	7,150	

*The Project delivery Requirements are as follows:*

- a) PCA Regions I, II, III, and CAR reserved the right to reject delivery of goods in cases where the PCA provincial personnel thru the Provincial Coconut Development manager (PCDM)/Division Chief (DC) and or Senior Agriculturist (SA) have not been officially informed 5-7 days prior to the delivery of such inputs thru a submitted Delivery Plan/Schedule sent via electronic mail 7-10 calendar days after receipt of Notice to Proceed copy furnished the Regional Office thru the RBAC Secretariat.
- b) Deliveries made during Saturdays, Sundays and Holidays without prior notice from the supplier and without confirmation by the PCDM/DC and/or SA shall not be accepted. Further, deliveries made beyond the regular office hours (8:00 AM-5:00 PM, Monday to Friday) shall not also be accepted.
- c) The coconut seedlings in the nursery/stockyard must be sprayed with a pesticide prior to the delivery to the final DOPs and must be attested by the concerned Agriculturist and certified true and correct by the Division Chief and or Senior Agriculturist before

receipt of the Delivery Receipt (DR). It must also be delivered per DOP with the following information:

1. No. of seedlings;
2. Source of seedlings;
3. Specific Variety (optional);
4. Date of seednuts sown (for seedlings); and,
5. Date of seedlings withdrawn (for seedlings).

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

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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



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

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

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<b>OPV Tall Coconut, 79,079 pcs</b>		
<b>Lot 1</b>	<i>Open Pollinated Variety (OPV) Tall Coconut;</i>	
	<i>At least one (1) foot tall seedlings;</i>	
	<i>Sourced from PCA-accredited farms; and</i>	
	<i>Healthy, robust, pest and disease-free.</i>	
<b>OPV Dwarf Coconut, 41,470 pcs</b>		

<b>Lot 2</b>	<i>Open Pollinated Variety (OPV) Dwarf Coconut;</i>	
	<i>At least one (1) foot tall seedlings;</i>	
	<i>Sourced from PCA-accredited farms; and</i>	
	<i>Healthy, robust, pest and disease-free.</i>	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- ☐ (g) List of PCA - accredited Farms as sources of OPV Dwarf/Tall coconut varieties
- ☐ (h) Affidavit of Commitment
- ☐ (i) Photo copy of PCA Accreditation Certificates

#### Financial Documents

- ☐ (j) 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.
- ☐ (k) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF AGRICULTURE**  
**PHILIPPINE COCONUT AUTHORITY**  
**REGIONS I, II, III and CAR**

2/F Guest House Bldg., PCA Compound, Elliptical Road, Diliman, Quezon City 1101  
 Telefax No.: (02) 8927-5227 Tel. No. (02) 8924-4761  
 pcaregion1.4b@gmail.com

**SUPPLY, HANDLING, TRANSPORT & DELIVERY OF 79,079 PCS OPV TALL  
 COCONUT SEEDLINGS UNDER ACPRP CY 2019 AND RA 8048 CY 2018 & 2019  
 AND 41,470 PCS OPV DWARF COCONUT SEEDLINGS UNDER ACPRP CY  
 2021, AND SPRLCP CY 2022 FUNDS**

## **TERMS OF REFERENCE**

### **I. REQUIRED TECHNICAL SPECIFICATIONS OF GOOD QUALITY COCONUT PLANTING MATERIALS:**

#### **A. COCONUT SEEDLINGS**

- Open Pollinated Variety (OPV) Tall and/or Dwarf;
- At least one (1) foot tall seedlings;
- PCA accredited source; and
- Healthy, robust, pest and disease-free

### **II. BID REFERENCE**

Partial bid is allowed. Bidder can submit a proposal for lot 1 for OPV tall variety coconut seedlings and/or lot 2 for OPV dwarf variety coconut seedlings or both. The evaluation and contract award will be undertaken per lot. But it could not be further subdivided into item or DOP.

### **III. ELIGIBILITY REQUIREMENTS**

In addition to the technical requirement mandatory in the conduct of bidding, the following shall also be present in the bidder's document during the opening of bids:

#### **Technical Document/s:**

- List of PCA Accredited Farms as sources of OPV tall and dwarf coconut varieties (Please see attached prescribed form)
- Photocopy of PCA Accreditation Certificates
- Affidavit of Commitment (Please see prescribed template)

Lot No.	Project Year	Drop-off Points (DOPs)	Seedlings Requirement	Approved Budget for the Contract (Php)	Cost of Bidding Documents
1	ACPRP CY 2019	<b>OPV Tall Variety</b>		<b>5,140,135.00</b>	<b>10,000.00</b>
			<b>79,079</b>		
			<b>43,329</b>		
		Brgy. Banawang, Sta. Barbara, Pangasinan	10,725		
		Brgy. Dimanayat, San Luis, Aurora	18,304		
		Brgy. Poon Bato, Botolan, Zambales	7,150		

		Brgy. Cadmang, Cabangan, Zamboales	7,150		
	RA 8048 CY 2018	Prv'l Nursery, Brgy. Magsaysay, Bayombong, Nueva Vizcaya	21,450		
	RA 8048 CY 2019	Prv'l Nursery, Brgy. Magsaysay, Bayombong, Nueva Vizcaya	14,300		
		OPV Dwarf Variety	41,470		
			12,870		
	ACPRP CY 2021	Brgy. Sta. Barbara, Iguig, Cagayan	7,150		
		Brgy. Fusina, Camalaniugan, Cagayan	5,720		
			28,600		
	SPRLCP CY 2022	Brgy. San Antonio, Bagac, Bataan	21,450		
		Brgy. Naparing, Dinalupihan, Bataan	7,150		
2				3,400,540.00	5,000.00

#### IV. CONDUCT OF POST QUALIFICATION PROCESS

Aside from the conduct of validation/ authentication of the submitted technical documents, the capacity of the bidder to supply the required quantity shall also be determined. This is done through the following:

- The bidder's submitted coconut nursery/ies shall be evaluated to determine the quantity of good quality coconut seedlings available for delivery. His/her sources of matured seednuts for nursery sowing are also considered for evaluation to determine his/her capacity to establish nursery/ies with the sufficient number of sown seednuts within one-month after the issuance of Notice to Proceed (NP).
- The bidder's submitted sources of available quantity.
- The bidder's submitted list of on-going contracts for the supply of coconut seedlings shall also be determined to be deducted from its present inventory of coconut seedlings.
- If the coconut seedlings supply in the nursery and available matured seednuts for sowing in the nursery are still not enough, the bidder shall provide other sources which requires Affidavit of Commitment from other coconut seedlings producers with PCA registration/accreditation.

#### V. CONDITIONS OF THE CONTRACT

- All items should be delivered in one hundred eighty (180) calendar days after the receipt of Notice to Proceed (NP).
- The total goods to be delivered shall be the specified quantity as indicated above plus the (10) percent allowance for replacement free of charge.
- Replacement period: fifteen (15) calendar days after report of mortality/ notice of defects have been officially received by the supplier.



## VI. PROJECT DELIVERY REQUIREMENTS:

- A. PCA Regions I, II, III and CAR reserved the right to reject delivery of goods in cases where the PCA provincial personnel thru the Provincial Coconut Development Manager (PCDM) and/or Senior Agriculturist (SA) have not been officially informed 5-7 days prior to delivery of such inputs thru a submitted Delivery Plan/ Schedule sent via electronic mail 7-10 calendar days after receipt of Notice to Proceed copy furnished the Regional Office thru the RBAC Secretariat.
- B. Deliveries made during Saturdays, Sundays and Holidays without prior notice from the supplier and without confirmation by the PCDM and/or SA shall not be accepted. Further, deliveries made beyond the regular office hours (8:00 AM – 5:00 PM; Monday to Friday) shall not also be accepted.
- C. The coconut seedlings in the nursery/stockyard must be sprayed with a pesticide prior to the delivery to the final DOPs and must be attested by the concerned Agriculturist and certified true and correct by the Division Chief and/or Senior Agriculturist before receipt of the Delivery Receipt (DR). It must also be delivered per DOP with following information:
  - a. No. of seedlings;
  - b. Source of seedlings;
  - c. Specific Variety;
  - d. Date of seednuts sown; and,
  - e. Date of seedlings withdrawn.

## VII. TERMS OF PAYMENT

Payment thru progress billing is allowed as long as the required quantity of seedlings are completely delivered at the designated DOPs, the document requirement have been properly complied with, and upon submission by the concerned Provincial Office of the Inspection and Acceptance Reports; Notices of Delivery; and Sales Invoice with original Delivery Receipt by the Supplier.

Prepared by:

  
**PAUL ADRIAN C. BATAS**  
CS-PDO II/RTS

Reviewed By:

  
**CHRICEPT T. VILORIA, Ph.D.**  
Project Development Officer IV

Approved by:

  
**DENNIS D. ANDRES**  
Regional Manager III

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: PCA Regions I, II, III, and CAR  
 2nd Floor, Guest house building, PCA Compound,  
 Elliptical Road, Diliman, Quezon City

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	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------


(if none, state “None”) ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## **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: PCA Regions I, II, III, and CAR  
2nd Floor, Guest house building, PCA Compound,  
Elliptical Road, Diliman, Quezon City

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]*

## 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]*

**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: \_\_\_\_\_



**Department of Agriculture**  
**PHILIPPINE COCONUT AUTHORITY**  
**Regions I, II, III & CAR**  
**Diliman, Quezon City**

**LIST OF SEEDNUTS SOURCES**

<b>NAME OF FARMER - OWNER</b>	<b>ADDRESS</b>	<b>CONTACT NO.</b>	<b>LOCATION OF FARM</b>	<b>AREA (HAS.)</b>	<b>NO. OF BEARIN G TREES</b>	<b>COCO NUT VARIE TY</b>	<b>AGE OF COCON UT PALMS</b>	<b>YIELD (NUT/TR EE/YEAR )</b>	<b>DISTANCE OF FARM FROM MUNICIPAL/ PROVINCIAL/ NATIONAL ROAD (IN KM)</b>	<b>COORD INATES</b>

I/We hereby certify/ies that the above cited list vis-à-vis data and/or information are true and correct.

\_\_\_\_\_  
 Name of Supplier  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name of Supplier  
 Date: \_\_\_\_\_

## AFFIDAVIT OF COMMITMENT

I, (Insert Name of Affiant), Filipino citizen, of legal age, single/married to (Insert Name of Spouse if any), and a resident of (Insert Address of Affiant), after having been duly sworn in accordance with law, hereby depose and say:

- i. That I am the legitimate owner of coconut farm located at \_\_\_\_\_ with existing land area of \_\_\_\_\_, more or less, with a total number of bearing trees of \_\_\_\_\_ more or less;
- i. That I am currently selling my produce including good quality coconut seednuts which are \_\_\_\_\_ variety;
- ii. That I am committed to supply good quality coconut seednuts to (name of bidder) in case the company was awarded the contract for the Supply, Handling, Transport and Delivery of \_\_\_\_ Coconut Seednuts by the Philippine Coconut Authority Regional Office I, II, III & CAR.

Further Affiant sayeth none.

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_ day of \_\_\_\_\_, 2022 in \_\_\_\_\_ Philippines.

\_\_\_\_\_  
(Signature of Affiant over Printed Name)

SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_ who exhibited to me his CTC No/ ID No.  
\_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Notary Public

Doc. No. \_\_\_\_\_:  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.

## 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]*

