

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

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.

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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

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
 Cebu Regional Office № VII, DA-RFO 7 Cmpd., Maguikay, Mandaue City
 TeleFax №: (032) 420-1877 TeleFax №: (032) 232-2843
 Email address: pca_7@yahoo.com

INVITATION TO BID

REBIDDING ON THE SUPPLY AND DELIVERY OF 780 BAGS (50-KG) AMMONIUM SULFATE AND 1,040 (50-KG) BAGS MURIATE OF POTASH UNDER THE CY 2022 COCONUT FERTILIZATION PROJECT

- The **PHILIPPINE COCONUT AUTHORITY- REGION VII**, through the **PCA CFP FUNDS** intends to apply the sum of **FOUR MILLION FOUR HUNDRED TWENTY THOUSAND PESOS (₱4,420,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract **2022-05-0002: REBIDDING ON THE SUPPLY AND DELIVERY OF 780 BAGS (50-KG) AMMONIUM SULFATE AND 1,040 (50-KG) BAGS MURIATE OF POTASH UNDER THE CY 2022 COCONUT FERTILIZATION PROJECT**. Bids received in excess of the ABC shall be automatically rejected at bid opening. Particulars herewith, designated as one lot, are shown hereunder;

Region	Goods	Quantity (in bags)	Approved Budget for the Contract (P)
RVII	Ammonium Sulfate	780	1,404,000.00
	Muriate of Potash	1,040	3,016,000.00
TOTAL			4,420,000.00

- The **PHILIPPINE COCONUT AUTHORITY- REGION VII** now invites bids for the above Procurement Project. Delivery of the Goods is required **to be completed within 30 government working days after receipt of Notice To Proceed excluding the days devoted to sampling until release date of laboratory analysis**. Bidders should have completed, within ***the last five 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).
- 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- REGION VII*** up to ***August 01, 2022*** and inspect the Bidding Documents at the address given below during office hours (8:00AM-5:00PM) in the period specified above.
5. A complete set of Bidding Documents may be acquired by interested Bidders from ***July 08 to August 02, 2022 before 02:45 PM***, from the address given below or from the website ***pca.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 ***₱5,000.00***. ***Bidders who paid the cost of the bidding documents during the first bidding are no longer required to pay the amount of ₱5,000.00.*** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means.*
6. The ***PHILIPPINE COCONUT AUTHORITY- REGION VII*** will hold a Pre-Bid Conference on ***July 19, 2022 at 03:00 PM*** at ***the 2nd Floor, PCA Regional Office 7 Conference Room, DA – RFO 7 Compound, Maguikay, Mandaue City*** and/or through video conferencing *via ZOOM* 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 ***02:45 PM of August 02, 2022***. 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 ***August 02, 2022, 02:45 PM*** at ***the 2nd floor, PCA Regional Office 7 Conference Room, DA – RFO 7 Compound, Maguikay, Mandaue City.*** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted. For those who cannot physically attend the opening of bids, they can attend virtually via ZOOM by proper notice to PCA a day before the scheduled conference at which time the link of the virtual meeting will be sent to them.
10. The ***PHILIPPINE COCONUT AUTHORITY- REGION VII*** 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:

CLEOFÉ V. LAMANILAO
Head, RBAC Secretariat

OR

LORA MAE F. DALUMPINES
Member, RBAC Secretariat

PHILIPPINE COCONUT AUTHORITY- REGION VII
DA – RFO 7 Compound, Maguikay, Mandaue City
Tel No. 032-4201877
Email address: pca7rbac@gmail.com
Telefax No. 032-2322843

12. You may visit the following websites:

For downloading of Bidding Documents: pca.gov.ph

July 08, 2022.



AURORA L. PAQUIBOT
RBAC Chairman

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- REGION VII*** wishes to receive Bids for the ***REBIDDING ON THE SUPPLY AND DELIVERY OF 780 BAGS (50-KG) AMMONIUM SULFATE AND 1,040 (50-KG) BAGS MURIATE OF POTASH UNDER THE CY 2022 COCONUT FERTILIZATION PROJECT***, with identification number ***2022-05-0002***.

The Procurement Project ***REBIDDING ON THE SUPPLY AND DELIVERY OF 780 BAGS (50-KG) AMMONIUM SULFATE AND 1,040 (50-KG) BAGS MURIATE OF POTASH UNDER THE CY 2022 COCONUT FERTILIZATION PROJECT*** is composed of *one lot*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through ***COCONUT FERTILIZATION PROJECT (CFP) FUNDS in the amount of FOUR MILLION FOUR HUNDRED TWENTY THOUSAND PESOS (₱4,420,000.00)***.

2.2. The source of funding is: NGA, the General Appropriations Act.

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 at hand, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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 at *the 2nd Floor, PCA Regional Office 7 Conference Room, DA – RFO 7 Compound, Maguikay, Mandaue City* and/or through video conferencing *via ZOOM* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed *within the last 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 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 until **120 days from bid opening**. 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. **One original then copy 1 and copy 2.**

The Procuring Entity shall request additional hard copy 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

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.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. The descriptions of the lot or items is 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.
- 19.3. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting

the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

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: <ul style="list-style-type: none"> a. contracts for the supply and delivery of INORGANIC FERTILIZERS b. completed <i>within the last five years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP <i>per delivery sites</i> for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>P88,400.00</u> <i>equivalent to two percent (2%) of ABC</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 <u>P221,000.00</u> <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Not applicable</i>
20.2	<i>During post qualification, the Lowest Calculated Bidder (LCB) shall submit the following:</i> <ul style="list-style-type: none"> a. <i>A duly notarized certification on the availability of stocks specific to the procurement with attached current picture showing the date the photograph was taken.</i> b. <i>A duly notarized list of authorized representatives stationed in every province.</i> c. <i>Copy of the Valid FPA Product Registration for each fertilizer types</i>
21.2	<i>None</i>

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. The details in the sampling of the goods are contained in the attached **TERMS OF REFERENCE**.

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier *in the form of a Special Bank Guarantee equivalent to one percent (1%) of the total contract price for a period of three (3) months from acceptance of the delivered goods by the PHILIPPINE COCONUT AUTHORITY REGION VII*, as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause													
1	<p>“The delivery terms applicable to this Contract are delivered <i>to the designated delivery sites</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> <table><tr><th><i>Province</i></th><th><i>Name</i></th><th><i>Position</i></th><th><i>Contact Number</i></th></tr><tr><td><i>Negros Oriental</i></td><td><i>Godwina G. Infiesto</i></td><td><i>Acting Division Chief I</i></td><td><i>(035)- 5222402</i></td></tr><tr><td><i>Cebu</i></td><td><i>Johndom B. Domagtoy</i></td><td><i>Division Chief I</i></td><td><i>(032)-2660434</i></td></tr></table> <p>Incidental Services –</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> <p>Packaging Specifications: SEE ATTACHED <u>TERMS OF REFERENCE</u></p> <p>Transportation –</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>	<i>Province</i>	<i>Name</i>	<i>Position</i>	<i>Contact Number</i>	<i>Negros Oriental</i>	<i>Godwina G. Infiesto</i>	<i>Acting Division Chief I</i>	<i>(035)- 5222402</i>	<i>Cebu</i>	<i>Johndom B. Domagtoy</i>	<i>Division Chief I</i>	<i>(032)-2660434</i>
<i>Province</i>	<i>Name</i>	<i>Position</i>	<i>Contact Number</i>										
<i>Negros Oriental</i>	<i>Godwina G. Infiesto</i>	<i>Acting Division Chief I</i>	<i>(035)- 5222402</i>										
<i>Cebu</i>	<i>Johndom B. Domagtoy</i>	<i>Division Chief I</i>	<i>(032)-2660434</i>										
	<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</p>												

	<p>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>
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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.

Item Number	Description	Quantity (in bags)		Total	Delivered in Days/ Weeks/ Months (Indicate the number of days/week/month that the fertilizers will be delivered in each of the DOPs)
		AS	MOP		
	Delivered at Drop-Off Points:				
	Regional Total	780	1,040	1,820	
	Negros Oriental Province:	555	740	1,120	
	Datagon, Pamplona, Negros Oriental	180	240	420	
	Basak, Guihulngan, Negros Oriental	300	400	700	
	Cebu Province:	300	400	700	
	Department of Agriculture Bodega, Poblacion, Dumanjug, Cebu	150	200	350	
	Tangbo Covered Court, Samboan, Cebu	150	200	350	

And including all other requirements as stipulated in the TERMS OF REFERENCE.

Name of Company/Bidder

*Printed Name and Signature of
Bidder/Authorized
Representative*

Date

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
		<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>
	AMMONIUM SULFATE:	
	<ul style="list-style-type: none"> Conventional grade or chemical compound in solid form; granulated or powder 	
	<ul style="list-style-type: none"> NPK: 21-0-0 	
	<ul style="list-style-type: none"> Net Weight : 50 kg per bag 	
	MURIATE OF POTASH:	
	<ul style="list-style-type: none"> Conventional grade or chemical compound in solid form; granulated or powder 	
	<ul style="list-style-type: none"> NPK: 0-0-60 	
	<ul style="list-style-type: none"> Net Weight : 50 kg per bag 	

	PACKAGING SPECIFICATIONS:	
	<ul style="list-style-type: none"> ● Packaging and Labeling Specifications detailed in the Terms of Reference 	
	<ul style="list-style-type: none"> ● Submission of Sample Sack during Opening of Bids 	

Name of Company/Bidder

*Printed Name and Signature of
Bidder/Authorized
Representative*

Date

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);
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) Valid 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 and Schedule of Requirements; **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.
- ☐ (k) Valid FPA Registration Certificate/License as Distributor of Fertilizers
- ☐ (l) CERTIFICATE OF PERFORMANCE EVALUATION with a rating of at least Very Satisfactory issued by the Single Largest Completed Contract/s Client

- ☐ (m) Statement of Conformity to Terms of Reference (TOR)

Financial Documents

- ☐ (n) 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**
- ☐ (o) 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

- ☐ (p) 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.

2. 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

Date: _____
Project Identification N^o: _____

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 specified 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.

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: _____

For Goods Offered From Within the Philippines

Name of Bidder _____, Project ID/Invitation to Bid² Number _____.
 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 Insurance 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: _____

Date: _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION Project Identification No.: 2022-05-0001

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;
 - (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'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant*

[Jurat]

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

Omnibus Sworn Statement

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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

Bidder's Representative/Authorized Signatory

[Jurat]

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



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE
PHILIPPINE COCONUT AUTHORITY
Cebu Regional Office № VII, DA-RFO 7 Cmpd., Maguikay, Mandaue City
TeleFax №: (032) 420-1877 TeleFax №: (032) 232-2843
Email address: pca_7@yahoo.com

REGIONAL BIDS AND AWARDS COMMITTEE

REBIDDING ON THE SUPPLY AND DELIVERY OF 780 BAGS (50-KG) AMMONIUM SULFATE AND 1,040 (50-KG) BAGS MURIATE OF POTASH UNDER THE CY 2022 COCONUT FERTILIZATION PROJECT

TERMS OF REFERENCE

I. REQUIRED TECHNICAL SPECIFICATIONS

1. Ammonium Sulfate

- Conventional grade or chemical compound in solid form; granulated or powder
- NPK: 21-0-0
- Net Weight : 50 kg per bag

2. Muriate of Potash

- Conventional grade or chemical compound in solid form; granulated or powder
- NPK: 0-0-60
- Net Weight : 50 kg per bag

II. PACKAGING REQUIREMENTS:

A. Packaging Specifications:

1. Outer Bag

Fabric and Construction – woven fabric polypropylene, 12 x 12 mesh, 850 denier
Size - 535mm x 865mm
Capacity - 50 kgs

Top stitching shall be minimum of one (1) inch from the selvedge and not to include the inner liner.

2. Inner Bag

Polyethelene, 0.0013 mm and sealed mechanically after exhausting the air at the top and film heat at the bottom.

B. MARKINGS:

ONE SIDE:

Product Description : **MURIATE OF POTASH (0-0-60) OR
AMMONIUM SULFATE (21-0-0)**

Consignee: **PHILIPPINE COCONUT AUTHORITY-RVII**
Program / Project Name: **CY 2022 COCONUT FERTILIZATION PROJECT**

FPA Product Reg. No. _____
Valid Until (Date) _____

OTHER SIDE:

**USE NO HOOK
NOT FOR SALE
NOT FOR HUMAN CONSUMPTION**

**Name of Supplier:
Address of Supplier:
Contact Numbers:
Net weight: 50 kgs. Net**

- C. Color of sack: White
- D. Color of prints or markings: **Green** for Ammonium Sulfate
Red for Muriate of Potash
- E. The supplier shall provide extra empty sacks with markings and inner lining equivalent to two percent (2%) of the required /delivered quantity at the designated DOPs.
- F. Erasures and alteration of markings and change of marking layouts without approval from PCA are not allowed.

III. ELIGIBILITY REQUIREMENTS AND POST-QUALIFICATION EVALUATION IF DECLARED AS LOWEST OR SINGLE CALCULATED BID

A. ELIGIBILITY REQUIREMENTS

- All eligibility documentary requirements per Section VIII of the Bidding Documents

B. FERTILIZER

- b) During post qualification, the Lowest Calculated Bidder (LCB) shall submit the following:
 - a. A duly notarized certification on the availability of stocks specific to the procurement with attached current picture showing the date the photograph was taken.

- b. A duly notarized list of authorized representative stationed in every province.
- c. Copy of valid FPA Product Registration of each fertilizer.

C. SACKS

- a) The prospective bidder shall submit one (1) piece sample sack “with label” during the opening of bids which shall be subjected to visual inspection. If the sample sack of the LCB is found not complying, the LCB will be given a chance to submit another sample sack with label during the conduct of post qualification. If again the sack submitted is found not complying with the required specifications, it shall cause the LCB’s disqualification. Subsequently, the second LCB shall go through post qualification.
- b) The PCA shall not require the prospective bidders to have available stock of sacks during the conduct of post qualification, but the declared LCB shall not make use of the lack of sacks as reason for requesting of extension if they fail to deliver within the specified delivery period.

IV. PROJECT DELIVERY REQUIREMENTS

a) Delivery Period & Delivery Sites:

1. Drop-Off Points

Delivery period up to final drop-off points (DOPs) as indicated in the matrix below is within **thirty (30) government working days after receipt of the Notice to Proceed**. This period excludes the days devoted to sampling until release date of laboratory analysis.

	AS	MOP
Regional Total	780	1,040
Bohol Province:	480	640
PCA Provincial Office, Tagbilaran City, Bohol	180	240
PCA Loay Code farm, Loay, Bohol	300	400
Cebu Province:	300	400
Department of Agriculture Bodega, Poblacion, Dumanjug, Cebu	150	200
Tangbo Covered Court, Samboan, Cebu	150	200

PCA shall provide the list of DOPs with the corresponding type of vehicles which can access the designated delivery sites.

The Division Chief I/Acting Division Chief I of the PCA Provincial Offices or his/her authorized representative shall sign the Delivery Receipt once the

complete quantity of the fertilizer stated in the Delivery Receipt shall have been received together with the 2% empty sacks with label at the respective fertilizer drop-off points. On the other hand, the Regional Manager shall sign the Sales Invoices once the Division Chief I/Acting Division Chief I shall have submitted a complete Inspection and Delivery Report of the fertilizers actually received in the DOPs.

The supplier shall coordinate with the concerned PCA Provincial Office five (5) days from date of actual delivery. Any changes in the delivery schedule shall be coordinated thru fastest means.

V. INSPECTION AND RANDOM SAMPLING

- a) The PCA and the supplier's representative shall conduct quality control inspection i.e., check bag weight accuracy and conformity to packaging and marking requirements, and collect samples for laboratory analysis at the *Drop-off Points*. **Sampling shall be done within a maximum of five (5) working days after completion of the delivery at the drop-off points.**
- b) Prior or upon arrival of deliveries, the supplier must advise/coordinate with the PCA Regional/ PCA Provincial Offices on the schedule of the inspection at the *Drop-off Points*.
- c) Authorized representatives from the PCA, Commission on Audit (COA) and the supplier shall randomly take/collect sample of fertilizer at the *Drop-off Points* using the sampling plan below:

LOT (No. of Sacks)	Standard Inspection Sample Size
1-50	2
51-100	3
101-200	4
201-350	6
351-500	8
501-750	10
751-1200	12
1201-2000	15
2001-3500	20
3501-5000	25
Over 5000	40

- d) In the selection of sample bags of fertilizer from the *Drop-off Points*, the Inspection Team must ensure that all sides of the stockpiled fertilizers including the top and inner portion are all represented. Samples shall be checked for bag weight accuracy and conformity to packaging and marking requirements. Likewise, collection of 1 kg composite sample for laboratory analysis of the delivered fertilizers shall also be done.
- e) The one (1) kg composite sample shall be packed and signed by the authorized representative from the PCA and the supplier, and shall be sent by the PCA

representative through any expeditious means to the PCA Central Office for the laboratory test at the PCA laboratory, or to an FPA laboratory or any FPA-accredited laboratory to determine compliance with the technical specifications. All costs and equipment attributed to the conduct of sampling, like labor cost on random weighing and collection of samples, cost of laboratory analysis and courier fee shall be to the account of the supplier.

The PCA and the supplier shall agree where the samples will be analyzed. If, the samples will be analyzed at any available FPA laboratory, it will be PCA who will choose from among the list of FPA accredited laboratories.

- f) If the collected first sample passed the laboratory test, no subsequent test shall be required. However, if the collected first sample of fertilizers failed the laboratory test, the supplier will be given a chance to submit another sample in accordance with the sampling plan listed above. If the collected sample passed the laboratory test, another batch of sample shall be submitted by the supplier and again be subjected to a 3rd laboratory test in order to determine its full compliance prior to delivery.

Conversely, if the collected sample failed the laboratory test for the second time, it shall be totally rejected and all costs attributed to such rejection such as hauling/transport costs, etc., shall be charged to the account of the supplier. All fertilizers found not in compliance or below the standard specifications shall be replaced within ten (10) calendar days upon receipt of the notice by the supplier. The said replacement shall be again subjected to quality control inspection.

- g) In case of spillage due to worn out sacks, the supplier shall immediately re-bag the fertilizers using the prescribed sacks with markings and with the fertilizer content 50.0 kgs. The sack used in re-bagging shall not be deducted from the 2% extra empty sacks with markings to be provided by the supplier.
- h) Sample weighing of fertilizer to determine bag weights accuracy shall be performed first before the collection of one (1) kg composite sample. Samples found not in accordance with the required net weight of 50.0 kg per sack shall be replaced, but not to be subjected anymore to laboratory test. The quantity for replacement shall be determined by computing the average weight indicated on the sampling plan listed above. The average weight shall be deducted from the required weight and the difference shall be multiplied by the total number of bags delivered divided by 50 kg. The quotient shall be the number of bags to be delivered as replacement.

Name of Company/Bidder

*Printed Name and Signature of
Bidder/Authorized
Representative*

Date

(Client's Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that (supplier's name) has supplied our company/agency with (goods/services rendered). Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give (supplier's name) a rating of:

- ☐ EXCELLENT
- ☐ VERY SATISFACTORY
- ☐ SATISFACTORY
- ☐ POOR

This certification shall form a part of the Technical Documentary Requirements in line with (supplier's name) participation in the bidding for the (bidding title and reference number).

Certified by:

Signature over Printed Name

Position

Date: _____

