

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply and Delivery of Agricultural Supplies (GOODS-22-28)

Government of the Republic of the Philippines

June 16, 2022; 9:00 AM PPO Conference, Lower Campus, VSU, Visca, Baybay City, Leyte and via Zoom

> Sixth Edition July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR SUPPLY AND DELIVERY OF AGRICULTURAL SUPPLIES

1. The Visayas State University through the GF, STF, TF intends to apply the sum of Two Million One Hundred Thirty-Three Thousand One Hundred Fifty-Five Pesos (PhP 2,133,155.00) being the ABC to payments under the contract for Supply and Delivery of Agricultural Supplies (GOODS-22-28). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Visayas State University*, through the *GF*, *STF*, *TF* intends to apply the following ABC per item to payments under the contract for each item, to wit:

ltem No.	Description	Qty	ABC/Unit (Pesos)	Total ABC	
1	"Lambo" twine,cotton fiber, 2mm x 100 m/roll	roll	2	150.00	300.00
2	10% Povidone-iodine Topical Solution for Animal Use	gallon	12	1,800.00	21,600.00
	Image of a comparison of the second secon				
3	20 mL TPX Fiber Glass Syringe Heavy Duty with Dosage Lock	pieces	20	900.00	18,000.00
	■good quality				
4	Agriculture Irrigation Drip Tape	roll	8	2,439.00	19,512.00
	If a mm diameter0.2mm thickness30 cm dripper space for greenhouse watering system100 meters length/roll				
5	Ammonium Sulfate	kilos	1	900.00	900.00
	■good quality				
6	ampalaya seeds, galaxy F1	packs	6	70.00	420.00

	■high germination rate, good quality, 12% MC				
7	Ampalaya seeds	cans	1	1,500.00	1,500.00
	■variety: Sta. Rita				
8	Antibiotic (PROCAINE Benzylpenicillin, BENZYLPENCILLIN Sodium, STREPTOMYCIN Sulfate), 10mL	Vial	50	120.00	6,000.00
	Good quality, follow the prescribed specifications				
9	Arduino UNO microcontroller, Microchip AT mega328P	unit	2	1,000.00	2,000.00
10	Bell Pepper Seeds Cherry Pepper	pack	5	100.00	500.00
	■good quality seeds				
11	broiler chicks	pieces	200	40.00	8,000.00
	■good and healthy chicks, price per chick				-
12	BUFFALO CALF GROWER, 50kgs	bags	300	1,600.00	480,000.00
	Description:- Crude Protein at least 16%- Moisture not more than 13%- Calcium at least 0.9%- Phosphorus at least 0.5%- Crude fat 7- 10%- Salt not more than 0.5%Good quality and follow the prescribed specifications				
13	BUFFALO CALF STARTER, 50kgs	bag	25	1,700.00	42,500.00
	Description - Crude Protein at least 22%- Moisture not more than 13%- Calcium at least 0.5%- Phosphorus at least 0.4%- Crude fat 7- 10%- Salt not more than 0.5%Dry and good quality				
14	Cabbage Seeds Napa Cabbage	can	1	2,000.00	2,000.00
	■25 grams, good quality seeds				
15	Canvass Cloth	meter	20	150.00	3,000.00

	To be used for wrinkle bag, good quality				
16	Celery Seeds; Leaf Celery	pack	5	100.00	500.00
	■good quality				
17	Chopping Board (Plastic)	pcs	5	100.00	500.00
	Image of Plastic 22 cm x 34 cm				
18	Dewormer (Ivermectin Endectocide 100mL)	btl	12	2,500.00	30,000.00
	Good quality and acceptable to the end-user (not expired)				
19	Dewormer, (Albendazole), 1 liter	btls	11	3,500.00	38,500.00
20	Dewormer, Albendazole 11.25% Oral Suspension Anthelmentic, 1liter	btl	56	2,500.00	140,000.00
	Good quality and acceptable to the end-user (not expired)				
21	DHT11 Temperature/Humidity Sensor module for Arduino with wires, temp accuracy +-2°C	unit	6	80.00	480.00
	Functional and Good Quality				
	A A R R R A				
	5				
	KILE				
	10				
22	Disposable Syringe 5ml with G23 x 1" needle, 100's/box	box	3	850.00	2,550.00
	■good quality				
23	DISPOSABLE SYRINGE WITH NEEDLE, 10CC G23 X 1, LUER LOCK, 100pcs/box	box	3	1,000.00	3,000.00
	■good quality				
24	Feeds, Dairy Buffalo Concentrate, 50kls	bags	500	1,600.00	800,000.00
	Description of Item:'- Crude Protein at least 15%- Moisture not more than 13%- Calcium at least 1.2%- Phosphorus at least 0.6%- Crude fat 7- 10%				
25	Fertilizer, Ammonium sulphate (21-0-0), 50 kg- bag	bag	1	2,000.00	2,000.00
26	Fertilizer, Complete, (14-14-14), 50 kg-bag	bag	21	2,200.00	46,200.00
27	Fertilizer, Muriate of Potash (0-0-60), 50 kg- bag	bag	8	2,800.00	22,400.00
28	Fertilizer, Urea (45-0-0), 50 kg-bag	bag	29	2,600.00	75,400.00

	■good quality				
29	Foldable basket plastic storage crates	рс	20	350.00	7,000.00
	specifications:material: made of PP material and water resistantsize: height: 38 - 40 cm, width: 24 - 28 cm, length: 48 - 50 cmcolor: greenfoldablestorage box can be stack upfold angle weight must be resistantarc handle comfortable to push and pullmesh design				
30	garden net/ shade net, 12 meters (w) x 30m (L), 70% shade	roll	2	4,500.00	9,000.00
	sunshade net for screenhouse 1 roll				
31	Glyphosate base Herbicide, 1L/Bot	btl	1	1,000.00	1,000.00
32	Hand push paddy weeder	pieces	1	7,000.00	7,000.00
	Functional and Good Quality				
33	Haras/bolo with end curve, wood handle and case	piece	6	400.00	2,400.00
	■at least 16 inches blade length				
34	Herbicide Glyphosphate	L	1	700.00	700.00
	■good quality				
35	Herbicide, glyphosate1 kg	kl	2	800.00	1,600.00
36	Herbicide, picloram 1 kg	kl	1	800.00	800.00
37	herbicide/weed control	liters	2	700.00	1,400.00
	■Glyphosate rate at least 480sl Systemic				
38	herbicide/weed control	liters	2	700.00	1,400.00
	■Glyphosate rate at least 480sl Systemic				
39	Hot Pepper Seeds; Anaheim Pepper	pack	5	100.00	500.00
	■good quality seeds				
40	Insecticide, malathion, I liter	btl	3	800.00	2,400.00
41	Kangkong (Upland) Seeds	pack	14	100.00	1,400.00
	■Good Quality seed material				
42	Insecticide	kilos	2	1,200.00	2,400.00
	Active ingredient 2.5g/L Lambda-cyhalothrin, 2.5 EC				
43	lettuce seeds	packs	9	70.00	630.00
	Image in the second state of the second sta				
44	Long Bolo/Liko/Haras with wood handle, curve end and no case	pcs	10	400.00	4,000.00
45	molasses	gallon	5	300.00	1,500.00
	■good quality molasses with no unnecessary/unpleasant odor.pure molasses no water added.				
46	Molluscicides Control	btl	1	1,200.00	1,200.00
	■(Niclosamide 250 EC) (1000ml), good quality				
47	Needle Hypodermic g18x1", 12 pcs	box	10	270.00	2,700.00

	■Good Quality				
48	Net bags	рс	100	10.00	1,000.00
	■Good Quality				
49	Nylon Sheer	meters	255	40.00	10,200.00
	■Nylon sheer cloth, 65 micron hole with 38% open area, color white, 127cm width x 100 per roll				
50	Okra Seeds	pack	11	100.00	1,100.00
	Image of the second				
51	Pail	pieces	45	65.00	2,925.00
	Plastic 4 gals cap with cover, good quality				
52	Penicillin V Potassium+Streptomycin (Soluble Coblets), 50pcs	box	3	3,000.00	9,000.00
53	Peppermint Seeds	pack	3	100.00	300.00
	good quality seed material				
54	Pipino/Cucumber Seeds, at least 50 grams per can	cans	10	1,200.00	12,000.00
	variety: 1/2 Jackson F1, 1/2 Mega CF1				
55	Plastic Mulch, 3ft x 400m per roll	roll	9	3,000.00	27,000.00
	■Good Quality				
56	Plastic Storage container	pieces	10	500.00	5,000.00
	with handles/latch lid (20x15x6), good quality				
57	polyethylene bags	kilos	50	250.00	12,500.00
	good and high quality polyethylene bags.				
	sizes: 2x2				
58	Polyethylene bags, size: 10 x 10	piece	100	9.00	900.00
59	Polyethylene Pots, #24	рс	34	50.00	1,700.00
	Polyethylene pots, large				
60	Polyethylene screen 3/4"x3ft.x30m, premium quality, thick, high density plastic screen	roll	1	2,500.00	2,500.00
	■Good Quality				
61	Polyethylene seedling bag, 6" x 10", black	kgs	5	200.00	1,000.00
	with holes				
62	Pots, Plastic, big, at least 14 inches diameter	pcs	114	80.00	9,120.00
63	Pruning shear	pcs	6	500.00	3,000.00
64	Pruning Shear (Big Grass Pruning Shear, heavy duty)	pcs	1	1,500.00	1,500.00
	EFunctional and Good Quality				
65	Pynaxpyr or Chlorantraniliprole insecticide	btl	2	2,000.00	4,000.00
	50 SC				
	250 ml				
	good quality				
66	quail ready to lay	pieces	100	60.00	6,000.00

	good and healthy ready to lay quails				
67	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#6 26 cm	pair	7	700.00	4,900.00
68	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#7 27 cm	pair	6	700.00	4,200.00
69	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#8 28 cm	2	700.00	1,400.00	
70	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#9 29 cmpair1		700.00	700.00	
71	Rice Bran D1, 50 Kg. per bag	bags	9	700.00	6,300.00
72	Rice Bran D2	bags	10	500.00	5,000.00
	■good quality				
73	Sacks, Empty, Big	pcs	526	18.00	9,468.00
	■good quality				
74	seedling tray, 35 HOLES	pcs	12	60.00	720.00
75	Seeds of Upo	cans	1	1,500.00	1,500.00
	variety: Tamboli				
76	seeds, pechay, at least 12 grams per pack, HARI DIGMA	packs	6	70.00	420.00
	high and good quality pechay seeds, high germination rate.				
77	seeds, tomato, APOLLO	packs	6	70.00	420.00
	high germimation rate and good quality tomato seeds.				
78	Sharpening Stone Carborundum 109 25x50x150mm	pieces	24	90.00	2,160.00
	Good quality				
79	Shipping Tag #1 (2 3/4" x 1 3/8 ") 500pcs/box	box	3	250.00	750.00
80	Shovel, Square Point	рс	3	1,000.00	3,000.00
	27" SQUARE POINT SHOVELBlade: Black steel.9-1/2" W x 11-1/2" L. #2 square point hollow back with a rolled step.Heat-treated and tempered to resist wear and breakage.Handle: Heavy-duty fiberglass for safety and durability. Bright yellow, Plastic "D" grip handle for comfort.				
81	Stainless Iron Rod, 1ft length, 4mm-5mm diameter	ft	10	95.00	950.00
	To be used for wrinkle bag, acceptable quality				
82	Storage crate (jumbo) for vegetable harvest	рс	6	500.00	3,000.00

	24in x 16in x 12in Heavy Duty Made of 100%				
	virgin materials High Density Polyethylene 🖌				
	Durable & Sturdy ✔Stackable type ✔ Foodgrade,no smell Outside dimension: 61.5cm				
	L x 42.5cm W x 31.5cm H Inside dimension:				
	58cm L x 39.5cm W x 29.5cm H				
83	String Beans Seeds, At least 100 seeds per pack Long Beans, MAKISIG	pack	16	100.00	1,600.00
	good quality				
84	Sweet corn (Matcho) 4 kg	kgs	4	2,500.00	10,000.00
	good quality				
85	Thigh-high boots chest wader Size: Medium	pair	1	3,500.00	3,500.00
86	tomato hybrid seeds	packs	5	70.00	350.00
	high germination rate, 12% MC good quality				
87	trapal (20meters) Sakoline, 8ft width	meters	40	40.00	1,600.00
	good quality				
88	Treated PE Film (UV treated), for screenhouse roof	rolls	3	14,000.00	42,000.00
	Treated PE Film (UV treated), for screenhouse roof 110" x 0.005" x 150m				
89	UV Plastic, 150 microns - 6 mil, 8ft x 50 meter per roll	rolls	1	16,600.00	16,600.00
	good quality				
90	vegetable seeds, eggplant	packs	16	70.00	1,120.00
	good and high quality eggplant seedshigh/good germination rate.;				
91	Vitamin Supplements (B Complex+Liver Extact), 100ml	btl	17	1,600.00	27,200.00
	good quality				
92	Vitamins Supplement, (ADE Injectable) 100ml	btl	65	800.00	52,000.00
	For animal health services				
93	Wound Spray	tube	17	280.00	4,760.00
	Dichlofenthion wound sprayBroad spectrum antisepticLarvicidalFly repellantAstringentColorant markerat least 86 grams/tube				
				TOTAL:	2,133,155.00

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

2. The Visayas State University now invites bids for the above Procurement Project. Delivery of the Goods is required by forty-five (45) calendar days except buffalo feeds which shall be on staggered delivery as needed by the end-user upon receipt of *Notice to Proceed (NTP)*. Bidders should have completed, within *two (2) 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 nondiscretionary "*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 *Visayas State University* and inspect the Bidding Documents at the address given below during *Mondays Fridays* (8:00 AM-5:00 PM).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 27 May 16 June 2022 until 8:30 AM from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP 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 Visayas State University will hold a Pre-Bid Conference on June 3, 2022; 9:00 AM at the PPO Conference Room, Lower Campus, VSU, Visca, Baybay City, Leyte and via Zoom, which shall be open to prospective bidders.

Bidders are advised to contact the BAC Secretariat before the scheduled Pre-Bid Conference for the Zoom Meeting ID and Passcode.

- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before *16 June 2022 until 8:30 AM*. Late bids shall not be accepted.
- 8. For bidders who opt to submit their bids electronically, a hardcopy (original, copy 1, and copy 2) of the bid must be sent to the BAC through preferred couriers. A proof (e.g. courier receipt/waybill, etc.) that a hardcopy of the bid is on transit must be presented upon submission of the electronic bid.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on *16 June 2022; 9:00 AM* at the *PPO Conference Room, Lower Campus, VSU, Visca, Baybay City, Leyte* and via *Zoom.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Bidders are advised to contact the BAC Secretariat before the scheduled Bid Opening for the Zoom Meeting ID and Passcode.

- 11. The *Visayas State University* 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.
- 12. For further information, please refer to:

Ms. Jessamine C. Ecleo (BAC Secretariat) Office of the Head for Procurement, VSU-Main, Visca, Baybay City, Leyte Mobile: 053 565 0600 local 1093 or 0998 555 0106 Email: jessamine.ecleo@vsu.edu.ph

or

Mr. Toni Marc L. Dargantes (BAC Secretariat) Office of the VP for Planning, Resource Generation & Auxiliary Services VSU-Main, Visca, Baybay City, Leyte Mobile: 0977 7186594 Email: <u>tmdargantes@vsu.edu.ph</u>

13. You may visit the following websites:

For downloading of Bidding Documents: *https://www.vsu.edu.ph/philgeps-opportunities*

May 26, 2022

finals

DILBERTO O. FERRAREN Chairperson, VSU BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Visayas State University*, wishes to receive Bids for the *Supply* and *Delivery of Agricultural Supplies*, with identification number *GOODS*-22-28.

The Procurement Project (referred to herein as "Project") is composed of 93 *items*, 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 2022 in the amount of *Two Million One Hundred Thirty-Three Thousand One Hundred Fifty-Five Pesos (PhP 2,133,155.00).*
- 2.2. The source of funding is: NGA, the General Appropriations Act, Special Trust Fund, and Trust Fund.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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 *twenty-five percent* (25%) 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **two** (*2 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, exwarehouse, 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *October 15, 2022*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.
- 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**.

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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Agricultural Supplies
	b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted <i>DDP VSU Main, Visca, Baybay City, Leyte</i> or the applicable International Commercial Terms (INCOTERMS) 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:
	a. The amount of not less than <i>Forty-Two Thousand Six Hundred Sixty-Three and</i> 10/100 Pesos (PhP 42,663.10) or two percent (2%) of ABC, 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 One Hundred Six Thousand Six Hundred Fifty- Seven and 75/100 Pesos (PhP 106,657.75) or five percent (5%) of ABC if bid security is in Surety Bond.
15	Bidders are requested to submit three (3) copies of its bid -1 Original, Copy 1, and Copy 2.
	For filing purposes, the bidders are urged to use Green envelopes for its Technical and Financial Component envelopes, including the Mother (outer) Envelope.
19.3	See Section I. Invitation to Bid (Item 1) for the list of items and their corresponding total Approved Budget for the Contract (ABC).
20.2	In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.
21.2	Not Applicable.

Bid Data Sheet

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The 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

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP and other trade terms used to describe the obligations of the parties shall hav the meanings assigned to them by the current edition of INCOTERMS publishe by the International Chamber of Commerce, Paris. The Delivery terms of the Contract shall be as follows:
	The delivery term applicable to this Contract is delivered VSU Main Campu. Visca, Baybay City, Leyte. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
	Ms. Alicia M. Flores Head, Supply and Property Management Office, VSU-Main, Visca, Baybay City, Leyte Contact #: 053 565 0600 local 1082 / 0917 6341 430 Email address: alicia.flores@vsu.edu.ph
	Incidental Services –
	 The Supplier is required to provide all of the following services, includir additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of th supplied Goods; b. furnishing of tools required for assembly and/or maintenance of th supplied Goods; c. furnishing of a detailed operations and maintenance manual for eac appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of th supplied Goods, for a period of time agreed by the parties, provide that this service shall not relieve the Supplier of any warrant obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plat and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	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.

Special Conditions of Contract

Spare Parts – Not Applicable

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

- a. 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
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

4	The inspections and tests that will be conducted will be specified by the appropriate technical team of VSU Main to confirm conformity to the contract specifications at no extra cost to VSU.
2.2	Payment of staggered deliveries shall be allowed. Payment shall be on "as per cost of the items delivered" subject to inspection and acceptance.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	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.
	arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the 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.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications

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.

ltem No.	Unit	Qty	Description	Delivered, Weeks/Months
1	roll	2	"Lambo" twine,cotton fiber, 2mm x 100 m/roll	All Items Should Be
2	gallon	12	10% Povidone-iodine Topical Solution for Animal Use	Delivered Within 45 Calendar Days except buffalo feeds which shall
			good and acceptable quality	be on staggered delivery
3	pieces	20	20 mL TPX Fiber Glass Syringe Heavy Duty with Dosage Lock	as per request by the end-user from Receipt
			■good quality	Of Notice To Proceed And Purchase Order
4	roll	8	Agriculture Irrigation Drip Tape	
			In the second	
5	kilos	1	Ammonium Sulfate	
			■good quality	
6	packs	6	ampalaya seeds, galaxy F1	
			ehigh germination rate, good quality, 12% MC	
7	cans	1	Ampalaya seeds	
			■variety: Sta. Rita	
8	Vial	50	Antibiotic (PROCAINE Benzylpenicillin, BENZYLPENCILLIN Sodium, STREPTOMYCIN Sulfate), 10mL	
			Good quality, follow the prescribed specifications	
9	unit	2	Arduino UNO microcontroller, Microchip AT mega328P	
10	pack	5	Bell Pepper Seeds Cherry Pepper	
			■good quality seeds	
11	pieces	200	broiler chicks	
			good and healthy chicks, price per chick	
12	bags	300	BUFFALO CALF GROWER, 50kgs	
			Description:- Crude Protein at least 16%- Moisture not more than 13%- Calcium at least 0.9%- Phosphorus at least 0.5%- Crude fat 7- 10%- Salt not more than 0.5%Good quality and follow the prescribed specifications	
13	bag	25	BUFFALO CALF STARTER, 50kgs	

	I	1		1
			Description- Crude Protein at least 22%- Moisture not more than 13%- Calcium at least 0.5%- Phosphorus at least 0.4%- Crude fat 7- 10%- Salt not more than 0.5%Dry and good quality	
14	can	1	Cabbage Seeds Napa Cabbage	-
			■25 grams, good quality seeds	
15	meter	20	Canvass Cloth	
			To be used for wrinkle bag, good quality	-
16	pack	5	Celery Seeds; Leaf Celery	
			■good quality	
17	pcs	5	Chopping Board (Plastic)	
			Image of Plastic 22 cm x 34 cm	-
18	btl	12	Dewormer (Ivermectin Endectocide 100mL)	
			Good quality and acceptable to the end-user (not expired)	
19	btls	11	Dewormer, (Albendazole), 1 liter	
20	btl	56	Dewormer, Albendazole 11.25% Oral Suspension Anthelmentic, 1liter	
			Good quality and acceptable to the end-user (not expired)	
21	unit	6	DHT11 Temperature/Humidity Sensor module for Arduino with wires, temp accuracy +-2°C	
			■Functional and Good Quality	-
22	box	3	Disposable Syringe 5ml with G23 x 1" needle, 100's/box	
			■good quality	-
23	box	3	DISPOSABLE SYRINGE WITH NEEDLE, 10CC G23 X 1, LUER LOCK, 100pcs/box	
			■good quality	-
24	bags	500	Feeds, Dairy Buffalo Concentrate, 50kls	
			Description of Item:'- Crude Protein at least 15%- Moisture not more than 13%- Calcium at least 1.2%- Phosphorus at least 0.6%- Crude fat 7- 10%	
25	bag	1	Fertilizer, Ammonium sulphate (21-0-0), 50 kg- bag	
26	bag	21	Fertilizer, Complete, (14-14-14), 50 kg-bag	
27	bag	8	Fertilizer, Muriate of Potash (0-0-60), 50 kg- bag	
28	bag	29	Fertilizer, Urea (45-0-0), 50 kg-bag	
			In the second seco	
29	рс	20	Foldable basket plastic storage crates	1

			specifications:material: made of PP material and water resistantsize: height: 38 - 40 cm, width: 24 - 28 cm, length: 48 - 50 cmcolor: greenfoldablestorage box can be stack upfold angle weight must be resistantarc handle comfortable to push and pullmesh design
30	roll	2	garden net/ shade net, 12 meters (w) x 30m (L), 70% shade
			sunshade net for screenhouse 1 roll
31	btl	1	Glyphosate base Herbicide, 1L/Bot
32	pieces	1	Hand push paddy weeder
			Functional and Good Quality
33	piece	6	Haras/bolo with end curve, wood handle and case
			∎at least 16 inches blade length
34	L	1	Herbicide Glyphosphate
			■good quality
35	kl	2	Herbicide, glyphosate1 kg
36	kl	1	Herbicide, picloram 1 kg
37	liters	2	herbicide/weed control
			Glyphosate rate at least 480sl Systemic
38	liters	2	herbicide/weed control
			Glyphosate rate at least 480sl Systemic
39	pack	5	Hot Pepper Seeds; Anaheim Pepper
			■good quality seeds
40	btl	3	Insecticide, malathion, I liter
41	pack	14	Kangkong (Upland) Seeds
			Good Quality seed material
42	kilos	2	Insecticide
			Active ingredient 2.5g/L Lambda-cyhalothrin, 2.5 EC
43	packs	9	lettuce seeds
			Image and the second state of the second st
44	pcs	10	Long Bolo/Liko/Haras with wood handle, curve end and no case
45	gallon	5	molasses
	<u> </u>		Image of the second state of the second sta
46	btl	1	Molluscicides Control
			◙(Niclosamide 250 EC) (1000ml), good quality
47	box	10	Needle Hypodermic g18x1", 12 pcs
			■Good Quality
48	рс	100	Net bags

			■Good Quality
49	meters	255	Nylon Sheer
		200	Nylon sheer cloth, 65 micron hole with 38% open area, color white, 127cm width x 100 per roll
50	pack	11	Okra Seeds
			good quality material
51	pieces	45	Pail
			Plastic 4 gals cap with cover, good quality
52	box	3	Penicillin V Potassium+Streptomycin (Soluble Coblets), 50pcs
53	pack	3	Peppermint Seeds
			good quality seed material
54	cans	10	Pipino/Cucumber Seeds, at least 50 grams per can
			variety: 1/2 Jackson F1, 1/2 Mega CF1
55	roll	9	Plastic Mulch, 3ft x 400m per roll
			■Good Quality
56	pieces	10	Plastic Storage container
	-		with handles/latch lid (20x15x6), good quality
57	kilos	50	polyethylene bags
			good and high quality polyethylene bags.
			sizes: 2x2
58	piece	100	Polyethylene bags, size: 10 x 10
59	рс	34	Polyethylene Pots, #24
			Polyethylene pots, large
60	roll	1	Polyethylene screen 3/4"x3ft.x30m, premium quality, thick, high density plastic screen
			■Good Quality
61	kgs	5	Polyethylene seedling bag, 6" x 10", black
			with holes
62	pcs	114	Pots, Plastic, big, at least 14 inches diameter
63	pcs	6	Pruning shear
64	pcs	1	Pruning Shear (Big Grass Pruning Shear, heavy duty)
			Functional and Good Quality
65	btl	2	Pynaxpyr or Chlorantraniliprole insecticide
			50 SC
			250 ml
			good quality
66	pieces	100	quail ready to lay
_			good and healthy ready to lay quails

82	рс	6	Storage crate (jumbo) for vegetable harvest	
			To be used for wrinkle bag, acceptable quality	
81	ft	10	Stainless Iron Rod, 1ft length, 4mm-5mm diameter	
			27" SQUARE POINT SHOVELBlade: Black steel.9-1/2" W x 11-1/2" L. #2 square point hollow back with a rolled step.Heat-treated and tempered to resist wear and breakage.Handle: Heavy-duty fiberglass for safety and durability. Bright yellow, Plastic "D" grip handle for comfort.	
80	рс	3	Shovel, Square Point	
79	box	3	Shipping Tag #1 (2 3/4" x 1 3/8 ") 500pcs/box	
			Good quality	
78	pieces	24	Sharpening Stone Carborundum 109 25x50x150mm	
			high germimation rate and good quality tomato seeds.	
77	packs	6	seeds, tomato, APOLLO	
			high and good quality pechay seeds, high germination rate.	
76	packs	6	seeds, pechay, at least 12 grams per pack, HARI DIGMA	
-		-	variety: Tamboli	
75	cans	1	Seeds of Upo	
74	pcs	12	seedling tray, 35 HOLES	
13	pus	520	Inpry, Big Ingood quality	
73	pcs	526	■good quality Sacks, Empty, Big	
72	bags	10	Rice Bran D2	
71	bags	9	Rice Bran D1, 50 Kg. per bag	
70	pair	1	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#9 29 cm	
69	pair	2	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#8 28 cm	
68	pair	6	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#7 27 cm	
67	pair	7	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#6 26 cm	

			24in x 16in x 12in Heavy Duty Made of 100% virgin materials High Density Polyethylene ✓ Durable & Amp; Sturdy ✓ Stackable type ✓ Foodgrade,no smell Outside dimension: 61.5cm L x 42.5cm W x 31.5cm H Inside dimension: 58cm L x 39.5cm W x 29.5cm H
83	pack	16	String Beans Seeds, At least 100 seeds per pack Long Beans, MAKISIG
			good quality
84	kgs	4	Sweet corn (Matcho) 4 kg
			good quality
85	pair	1	Thigh-high boots chest wader Size: Medium
86	packs	5	tomato hybrid seeds
			high germination rate, 12% MC good quality
87	meters	40	trapal (20meters) Sakoline, 8ft width
			good quality
88	rolls	3	Treated PE Film (UV treated), for screenhouse roof
			Treated PE Film (UV treated), for screenhouse roof 110" x 0.005" x 150m
89	rolls	1	UV Plastic, 150 microns - 6 mil, 8ft x 50 meter per roll
			good quality
90	packs	16	vegetable seeds, eggplant
			good and high quality eggplant seedshigh/good germination rate.;
91	btl	17	Vitamin Supplements (B Complex+Liver Extact), 100ml
			good quality
92	btl	65	Vitamins Supplement, (ADE Injectable) 100ml
			For animal health services
93	tube	17	Wound Spray
			Dichlofenthion wound sprayBroad spectrum antisepticLarvicidalFly repellantAstringentColorant markerat least 86 grams/tube

Section VII. Technical Specifications

Technical Specifications

ltem No.	Unit	Qty	Description	Statement of Compliance
1	roll	2	"Lambo" twine,cotton fiber, 2mm x 100 m/roll	[Bidders must state here
2	gallon	12	10% Povidone-iodine Topical Solution for Animal Use	either "Comply" or "Not Comply" against
			good and acceptable quality	each of the individual parameters of each
3	pieces	20	20 mL TPX Fiber Glass Syringe Heavy Duty with Dosage Lock	Specification stating the corresponding
			■good quality	performance parameter
4	roll	8	Agriculture Irrigation Drip Tape	of the equipment offered.
			I6 mm diameter0.2mm thickness30 cm dripper space for greenhouse watering system100 meters length/roll	Statements of "Comply" or "Not Comply" must be supported by
5	kilos	1	Ammonium Sulfate	evidence in a Bidders Bid and cross-
			■good quality	Bid and cross- referenced to that
6	packs	6	ampalaya seeds, galaxy F1	evidence. Evidence
			Image and the set of the set o	shall be in the form of
7	cans	1	Ampalaya seeds	manufacturer's un-
			■variety: Sta. Rita	amended sales
8	Vial	50	Antibiotic (PROCAINE Benzylpenicillin, BENZYLPENCILLIN Sodium, STREPTOMYCIN Sulfate), 10mL	literature, unconditional statements of specification and
			Good quality, follow the prescribed specifications	compliance issued by the manufacturer, samples, independent test data
9	unit	2	Arduino UNO microcontroller, Microchip AT mega328P	etc., as appropriate. A statement that is not
10	pack	5	Bell Pepper Seeds Cherry Pepper	supported by evidence
			■good quality seeds	or is subsequently found
11	pieces	200	broiler chicks	to be contradicted by the
			good and healthy chicks, price per chick	evidence presented will
12	bags	300	BUFFALO CALF GROWER, 50kgs	render the Bid under evaluation liable for
		Description:- Crude Protein at least 16%- Moisture not more than 13%- Calcium at least 0.9%- Phosphorus at least 0.5%- Crude fat 7- 10%- Salt not more than 0.5%Good quality and follow the prescribed specifications		evaluation table for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to
13	bag	25	BUFFALO CALF STARTER, 50kgs	be false either during

			Description- Crude Protein at least 22%- Moisture not more than 13%- Calcium at least 0.5%- Phosphorus at least 0.4%- Crude fat 7- 10%- Salt not more than 0.5%Dry and good quality	Bid evaluation, post- qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or			
14	can	1	Cabbage Seeds Napa Cabbage	supplier liable for			
			■25 grams, good quality seeds	prosecution subject to			
15	meter	20	Canvass Cloth	the applicable laws and			
			To be used for wrinkle bag, good quality	issuances.]			
16	pack	5	Celery Seeds; Leaf Celery				
			■good quality				
17	pcs	5	Chopping Board (Plastic)				
			Image of Plastic 22 cm x 34 cm				
18	btl	12	Dewormer (Ivermectin Endectocide 100mL)				
			Good quality and acceptable to the end-user (not expired)				
19	btls	11	Dewormer, (Albendazole), 1 liter				
20	btl	56	Dewormer, Albendazole 11.25% Oral Suspension Anthelmentic, 1liter				
			Good quality and acceptable to the end-user (not expired)				
21	unit	6	DHT11 Temperature/Humidity Sensor module for Arduino with wires, temp accuracy +-2°C				
			Eunctional and Good Quality				
22	box	3	Disposable Syringe 5ml with G23 x 1″ needle, 100's/box				
			■good quality				
23	box	3	DISPOSABLE SYRINGE WITH NEEDLE, 10CC G23 X 1, LUER LOCK, 100pcs/box				
			■good quality				
24	bags	500	Feeds, Dairy Buffalo Concentrate, 50kls				
			Description of Item:'- Crude Protein at least 15%- Moisture not more than 13%- Calcium at least 1.2%- Phosphorus at least 0.6%- Crude fat 7- 10%				
25	bag	1	Fertilizer, Ammonium sulphate (21-0-0), 50 kg- bag				
26	bag	21	Fertilizer, Complete, (14-14-14), 50 kg-bag				
27	bag	8	Fertilizer, Muriate of Potash (0-0-60), 50 kg- bag				
28	bag	29	Fertilizer, Urea (45-0-0), 50 kg-bag				
	5		good quality				
29	рс	20	Foldable basket plastic storage crates				

I			
			specifications:material: made of PP material and water resistantsize: height: 38 - 40 cm, width: 24 - 28 cm, length: 48 - 50 cmcolor: greenfoldablestorage box can be stack upfold angle weight must be resistantarc handle comfortable to push and pullmesh design
30	roll	2	garden net/ shade net, 12 meters (w) x 30m (L), 70% shade
			sunshade net for screenhouse 1 roll
31	btl	1	Glyphosate base Herbicide, 1L/Bot
32	pieces	1	Hand push paddy weeder
			Functional and Good Quality
33	piece	6	Haras/bolo with end curve, wood handle and case
			∎at least 16 inches blade length
34	L	1	Herbicide Glyphosphate
			■good quality
35	kl	2	Herbicide, glyphosate1 kg
36	kl	1	Herbicide, picloram 1 kg
37	liters	2	herbicide/weed control
			Glyphosate rate at least 480sl Systemic
38	liters	2	herbicide/weed control
			Glyphosate rate at least 480sl Systemic
39	pack	5	Hot Pepper Seeds; Anaheim Pepper
			■good quality seeds
40	btl	3	Insecticide, malathion, I liter
41	pack	14	Kangkong (Upland) Seeds
			Good Quality seed material
42	kilos	2	Insecticide
			Active ingredient 2.5g/L Lambda-cyhalothrin, 2.5 EC
43	packs	9	lettuce seeds
			Image and the set of the set o
44	pcs	10	Long Bolo/Liko/Haras with wood handle, curve end and no case
45	gallon	5	molasses
	<u> </u>		good quality molasses with no unnecessary/unpleasant odor.pure molasses no water added.
46	btl	1	Molluscicides Control
			◙(Niclosamide 250 EC) (1000ml), good quality
47	box	10	Needle Hypodermic g18x1", 12 pcs
			■Good Quality
48	рс	100	Net bags

			■Good Quality
49	meters	255	Nylon Sheer
		200	Nylon sheer cloth, 65 micron hole with 38% open area, color white, 127cm width x 100 per roll
50	pack	11	Okra Seeds
			good quality material
51	pieces	45	Pail
			Plastic 4 gals cap with cover, good quality
52	box	3	Penicillin V Potassium+Streptomycin (Soluble Coblets), 50pcs
53	pack	3	Peppermint Seeds
			good quality seed material
54	cans	10	Pipino/Cucumber Seeds, at least 50 grams per can
			variety: 1/2 Jackson F1, 1/2 Mega CF1
55	roll	9	Plastic Mulch, 3ft x 400m per roll
			■Good Quality
56	pieces	10	Plastic Storage container
	-		with handles/latch lid (20x15x6), good quality
57	kilos	50	polyethylene bags
			good and high quality polyethylene bags.
			sizes: 2x2
58	piece	100	Polyethylene bags, size: 10 x 10
59	рс	34	Polyethylene Pots, #24
			Polyethylene pots, large
60	roll	1	Polyethylene screen 3/4"x3ft.x30m, premium quality, thick, high density plastic screen
			■Good Quality
61	kgs	5	Polyethylene seedling bag, 6" x 10", black
			with holes
62	pcs	114	Pots, Plastic, big, at least 14 inches diameter
63	pcs	6	Pruning shear
64	pcs	1	Pruning Shear (Big Grass Pruning Shear, heavy duty)
_			Functional and Good Quality
65	btl	2	Pynaxpyr or Chlorantraniliprole insecticide
			50 SC
			250 ml
			good quality
66	pieces	100	quail ready to lay
			good and healthy ready to lay quails

82	рс	6	Storage crate (jumbo) for vegetable harvest	
			To be used for wrinkle bag, acceptable quality	
81	ft	10	Stainless Iron Rod, 1ft length, 4mm-5mm diameter	
			27" SQUARE POINT SHOVELBlade: Black steel.9-1/2" W x 11-1/2" L. #2 square point hollow back with a rolled step.Heat-treated and tempered to resist wear and breakage.Handle: Heavy-duty fiberglass for safety and durability. Bright yellow, Plastic "D" grip handle for comfort.	
80	рс	3	Shovel, Square Point	
79	box	3	Shipping Tag #1 (2 3/4" x 1 3/8 ") 500pcs/box	
			Good quality	
78	pieces	24	Sharpening Stone Carborundum 109 25x50x150mm	
			high germimation rate and good quality tomato seeds.	
77	packs	6	seeds, tomato, APOLLO	
			high and good quality pechay seeds, high germination rate.	
76	packs	6	seeds, pechay, at least 12 grams per pack, HARI DIGMA	
-		-	variety: Tamboli	
75	cans	1	Seeds of Upo	
74	pcs	12	seedling tray, 35 HOLES	
13	pcs	520	вgood quality	
73	pcs	526	■good quality Sacks, Empty, Big	
72	bags	10	Rice Bran D2	
71	bags	9	Rice Bran D1, 50 Kg. per bag	
70	pair	1	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#9 29 cm	
69	pair	2	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#8 28 cm	
68	pair	6	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#7 27 cm	
67	pair	7	Rain Boots, Mid-Cut PVC Water Proof (Solid Black) Mens, SIZE#6 26 cm	

	<u> </u>		
			24in x 16in x 12in Heavy Duty Made of 100% virgin materials High Density Polyethylene ✔ Durable & Amp; Sturdy ✔ Stackable type ✔ Foodgrade,no smell Outside dimension: 61.5cm L x 42.5cm W x 31.5cm H Inside dimension: 58cm L x 39.5cm W x 29.5cm H
83	pack	16	String Beans Seeds, At least 100 seeds per pack Long Beans, MAKISIG
			good quality
84	kgs	4	Sweet corn (Matcho) 4 kg
			good quality
85	pair	1	Thigh-high boots chest wader Size: Medium
86	packs	5	tomato hybrid seeds
			high germination rate, 12% MC good quality
87	meters	40	trapal (20meters) Sakoline, 8ft width
			good quality
88	rolls	3	Treated PE Film (UV treated), for screenhouse roof
			Treated PE Film (UV treated), for screenhouse roof 110" x 0.005" x 150m
89	rolls	1	UV Plastic, 150 microns - 6 mil, 8ft x 50 meter per roll
			good quality
90	packs	16	vegetable seeds, eggplant
			good and high quality eggplant seedshigh/good germination rate.;
91	btl	17	Vitamin Supplements (B Complex+Liver Extact), 100ml
			good quality
92	btl	65	Vitamins Supplement, (ADE Injectable) 100ml
			For animal health services
93	tube	17	Wound Spray
			Dichlofenthion wound sprayBroad spectrum antisepticLarvicidalFly repellantAstringentColorant markerat least 86 grams/tube

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Note: If the bidder submits item (a), bidder may not submit requirements (b), (c) & (d).

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; <u>and</u>
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid in the amount of <u>at least 50% of the ABC</u> or at least Five Hundred Thirty-Three Thousand Two Hundred Eighty-Eight and 75/100 Pesos (PhP 533,288.75);

<u>or</u>

Statement of at least two (2) similar completed contracts, the aggregate amount of which should be equivalent to <u>at least 50% of the ABC</u> or **at least** *Five Hundred Thirty-Three Thousand Two Hundred Eighty-Eight and* 75/100 Pesos (PhP 533,288.75) and the largest of these similar contracts must be equivalent to at least half of the said aggregate amount or **at least** *Two Hundred Sixty-Six Thousand Six Hundred Forty-Four and 38/100* Pesos (PhP 266,644.38); 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; <u>and</u>
- (j) Schedule of Requirements/production and delivery schedule; and
- (k) Manpower requirements; <u>and</u>
- (l) After-sales service/parts; <u>and</u>

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

Financial Documents

- (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) at least equal to ABC (**PhP 2,133,155.00**); or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (at least 10% of ABC or **PhP 213,315.50**).

II. FINANCIAL COMPONENT ENVELOPE

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

Guidelines on the Preparation of Electronic Bid (e-Bid) (for bidders who prefer electronic bid submission)

- 1. Convert all documents into Portable Document Format (PDF) and should be printable.
- 2. Properly label all documents for prompt identification. Filename of documents, whichever are applicable to the bidder, should be as follows:

	Document	Filename (in PDF form)				
1.	PhilGEPS Certificate of Registration	PhilGEPS				
	(Platinum)					
2.	Registration Certificate (SEC/DTI)	Registration Certificate				
3.	Mayor's/Business Permit	Mayor's-Business Permit				
4.	Tax Clearance	Tax Clearance				
5.	Statement of On-Going Government	Statement of On-Going				
	& Private Contracts	Contracts				
6.	Statement of Bidder's Single Largest	SLCC				
	Completed Contract					
7.	Statement of at least two (2) similar	Statement of Completed				
	completed contracts	Contracts				
8.	Bid Security	Bid Security				
9.	Technical Specifications	Technical Specifications				
10.	SCHEDULE of	Schedule of Requirements				
	Requirements/Production and					
	delivery schedule					
11.	Manpower Requirements	Manpower Requirements				
12.	After Sales service/parts	After Sales				
13.	Omnibus Sworn Statement	Omnibus Sworn Statement				
14.	Audited Financial Statements	Audited Financial Statements				
15.	Net Financial Contracting Capacity	NFCC				
16.	Committed Line of Credit	CLC				
17.	Bid Form	Bid Form				
18.	Price Schedule	Price Schedule				

- 3. Create two (2) folders that are password-protected. The first folder should contain all requirements under Technical Component checklist as presented under Section VIII. The second folder should contain all requirements under Financial Component checklist.
- 4. Compress the two (2) folders and name as follows: a) first folder: **Technical Documents**, b) second folder: **Financial Documents**.
- 5. Email the 2 compressed folders to Ms. Jessamine C. Ecleo at **jessamine.ecleo@vsu.edu.ph** before the deadline (June 16, 2022; 8:30 AM).





Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - 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]

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, <u>by itself or by</u> <u>relation, membership, association, affiliation, or controlling interest with another</u> <u>blacklisted person or entity as defined and provided for in the Uniform Guidelines</u> <u>on Blacklisting;</u>
- 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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Nam	ne of Bidde	r			Proj	ect 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: _____

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:

- 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.
- 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 <u>for the second offense</u>, 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]

Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> additional contract documents or information prescribed by the <u>GPPB that are subsequently required for submission after the</u> contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

for:

[Insert Name of Supplier]

Acknowledgment

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