## PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF 2022 CENSUS OF AGRICULTURE AND FISHERIES SUPPLIES AND MATERIALS FOR TRAININGS, ENUMERATION, INFORMATION DISSEMINATION, AND DATA PROCESSING

**Philippine Statistics Authority** 

Davao Region
Ango Building, J.P. Cabaguio Avenue,
Davao City

Sixth Edition 19 May 2023

#### INTRODUCTION

The Philippine Statistics Authority (PSA) shall primarily be responsible for the implementation of the objectives and provisions of Republic Act No. 10625 (RA 10625), RA 11055 and RA 11315. It shall plan, develop, prescribe, disseminate and enforce policies, rules and regulations and coordinate government-wide programs governing the production of official statistics, general-purpose and community-based statistics, civil registration services, and implementation of Philippine Identification System (PhilSys).

It shall primarily be responsible for all national censuses and surveys, sectoral statistics, community-based monitoring system, consolidation of selected administrative recording systems and compilation of national accounts, and shall be responsible for the overall planning, management and administration of PhilSys.

It is for this reason that the Regional Office Bids and Awards Committee (ROBAC) – Davao Region will be conducting a public bidding for the PROCUREMENT OF 2022 CENSUS OF AGRICULTURE AND FISHERIES SUPPLIES AND MATERIALS FOR TRAININGS, ENUMERATION, INFORMATION DISSEMINATION, AND DATA PROCESSING.

Accordingly, these Bidding Documents are created to provide the bidders of the instructions and the ground rules to be observed prior to, during and after the bid opening process.

The Bidding Documents has been developed in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act (GPRA)". Thus, all other provisions and/or conditions not specifically stated in this document shall be referred to the 2016 Revised IRR of R.A. 9184.

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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.

# INVITATION TO BID FOR THE PROCUREMENT OF 2022 CENSUS OF AGRICULTURE AND FISHERIES SUPPLIES AND MATERIALS FOR TRAININGS, ENUMERATION, INFORMATION DISSEMINATION, AND DATA PROCESSING

1. The Philippine Statistics Authority (PSA), through the 2023 General Appropriations Act<sup>1</sup> intends to apply the sum of **THIRTEEN MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND AND FORTY PESOS (Php 13,866,040.00)** being the total Approved Budget for the Contract (ABC) to payments under the above-named contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Description	ABC (in Php)	Price of Bidding Documents (in Php)
Lot 1	Publicity and IEC Materials for the 2022 Census of Agriculture and Fisheries PRINTING	1,294,000.00	1,300.00
Lot 2	Publicity and IEC Materials for the 2022 Census of Agriculture and Fisheries IEC MATERIALS	2,490,000.00	2,500.00
Lot 3	Training and Enumeration for the 2022 Census of Agriculture and Fisheries SUPPLIES	2,286,380.00	2,300.00
Lot 4	Training and Enumeration for the 2022 Census of Agriculture and Fisheries ENUMERATION MATERIALS	6,215,860.00	6,200.00
Lot 5	ICT SUPPLIES FOR DATA PROCESSING	1,305,000.00	1,300.00
Lot 6	FURNITURE AND FIXTURES FOR DATA PROCESSING	274,800.00	500.00

2. The Philippine Statistics Authority (PSA) now invites bids for the above Procurement Project. Delivery of Goods to PSA RSSO – Davao Region, Ango Bldg., Cabaguio Ave., Davao City is required within twenty (20) calendar days for Lot 1 and Lot 2, and thirty (30) calendar days for Lot 3 to Lot 6, upon issuance of Notice to Proceed. Bidders should have completed, within last five (5) years (2018-2022) from the date of

<sup>&</sup>lt;sup>1</sup> In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of (LGUs, the Budget for the contract approved by the respective *Sanggunian*. (Section 5(a), R.A. 9184)

submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Prospective Bidders may obtain further information from the Philippine Statistics Authority (PSA) and inspect the Bidding Documents at the address given below during working hours from 8AM 5PM weekdays except holidays.
- A complete set of Bidding Documents may be acquired by interested Bidders on 19 May 2023 and onwards prior to the time of bid opening from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount specified in item No. 1. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity at http://rsso11.psa.gov.ph/, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The PSA RSSO Davao Region will hold a Pre-Bid Conference<sup>2</sup> on **29 May 2023** which shall start at **1:30PM** at PSA RSSO Davao Region Training Room at PSA RSSO Davao Region, Training Room, 4<sup>th</sup> Floor, Ango Bldg. Cabaguio Ave., Davao City which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the office address indicated below before **1:00PM of 15 June 2023**. 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 at 1:30PM of 15 June 2023 at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Bidders' representative must bring proof and/or certification with valid ID that he/she is the authorized representative of the Bidder. Late bids shall not be accepted.

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<sup>&</sup>lt;sup>2</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- The PSA reserves the right to reject any and all bids, declare a failure of bidding, or not 10. 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:

#### CHRISTELLE ANGELA S. DURANO

Head of the Secretariat

Regional Office Bids and Awards Committee

Philippine Statistics Authority

Regional Statistical Services Office - Davao Region Ango Building, JP Cabaguio Avenue, Davao City

Telefax Number: (082) 224-1140; Email Address: c.durano@psa.gov.ph Website: http://rsso11.psa.gov.ph

You may visit the following websites:

For downloading of Bidding Documents: http://rsso11.psa.gov.ph

(Sgd) IMELDA A. AGUSTIN

Chairperson ROBAC XI Invitation to Bid No. 2023-4 19 May 2023

## 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 Statistics Authority wishes to receive Bids for the Procurement of 2022 Census of Agriculture and Fisheries Supplies and Materials for Trainings, Enumeration, Information Dissemination, and Data Processing, with identification number PB 2023-4.

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

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for Fiscal Year 2023 in the amount of **THIRTEEN MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND AND FORTY PESOS (Php 13,866,040.00)**
- 2.2. The source of funding is 2023 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  ${\bf IB}$  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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

The Procuring Entity has prescribed that **subcontracting is not allowed**.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address 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 five (5) years (2018-2022) 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

- 5.1. 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 Declaration<sup>3</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *120 calendar days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time 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 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.

<sup>&</sup>lt;sup>3</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

#### 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.
- 19.1. 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

20.1. 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

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

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

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

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

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

## **Bid Data Sheet**

ITB						
Clause						
5.3	For this purpose, contracts similar to the Project shall be:					
	a. A single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC					
	b. Bidders should have completed, within last five (5) years (2018-2022) from the date of submission and receipt of bids, a contract similar to the Project.					
7.1	Subcontraction	ng <b>IS NOT</b> a	allowed.			
12	The price of	the Goods sh	nall be quoted in P	hilippine Pesos for this	Project.	
14.1	The bid secur following for	-		d Securing Declaration,	or any of the	
	a. The amount of not less than the amount equivalent to two percent (2%) o ABC (please refer table below), if bid security is in cash cashier's/manager's check, bank draft/guarantee or irrevocable line o credit; or					
	ĺ	Lot No.	ABC (in Php)	Amount of Bid Security		
		Lot 1	1,294,000.00	25,880.00		
		Lot 2	2,490,000.00	49,800.00		
		Lot 3	2,286,380.00	45,727.60		
		Lot 4	6,215,860.00	124,317.20		
		Lot 5	1,305,000.00	26,100.00		
		Lot 6	274,800.00	5,496.00		
	b. The am	ount of not l	ess than the amou	nt equivalent to five per	cent (5%) of	
	ABC (pl	ease refer to	table below) if bio	d security is in Surety B	ond.	
		Lot No.	ABC (in Php)	Amount of Bid Security		
		Lot 1	1,294,000.00	64,700.00		
		Lot 2	2,490,000.00	124,500.00		
		Lot 3	2,286,380.00	114,319.00		
		Lot 4	6,215,860.00	310,793.00		
		Lot 5	1,305,000.00	65,250.00		
		Lot 6	274,800.00	13,740.00		
19.3	_		_	ic items, the quantity for	-	
	_	_	for each lot is in	dicated in Section VI.	Schedule of	
	Requirements.					
20.2	Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted.					
	NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.					
21.2	No further instructions.					

## 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 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

#### **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	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 have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	For Goods supplied from within the Philippines, state: "The delivery terms applicable to this Contract are delivered at PSA RSSO Davao Region, Ango Bdlg., Cabaguio Avenue, Davao City. 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:
	DANIEL S. GRENIEN Administrative Officer III PSA RSSO – Davao Region
	Incidental Services
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant 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.

#### 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 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.

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.

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.

#### **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.

2.2 The terms of payment shall be as follows:

#### Partial payment is not allowed.

4 The inspections and tests that will be conducted are:

Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the Goods.

The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the Procuring Entity.

## 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	Total	Delivered, Weeks/Months
	Publicity and IEC Materials for the 2022 Census of Agriculture and Fisheries	OII	CS	Delivery of Goods
Lot 1	PRINTING		1,294,000.00	to PSA RSSO – Davao Region,
	Printing of 2022 CAF Primer	9,500		Ango Bldg.,
	Printing of 2022 CAF Primer	4,600		Cabaguio Ave.,
	Printing of CAF Leaflet	4,600		Davao City is
	Printing of CAF Comics	4,400		required within
	Printing of CAF Streamer	550		twenty (20)
	Printing of CAF Poster	550		calendar days upon
	Pull-up Banner	150		issuance of Notice
	Printing of CAF Stickers	4,200		to Proceed.
Lot 2	IEC MATERIALS		2,490,000.00	Delivery of Goods to PSA RSSO –
	2022 CAF Mug	3,000		Davao Region, Ango Bldg.,
	2022 CAF Notebook	4,000		Cabaguio Ave.,
	2022 CAF Foldable Umbrella	3,000		Davao City is
	2022 CAF Eco Bag	6,000		required within twenty (20)
S	Foldable fan with print Training and Enumeration for the 2022 Census of Agriculture	3,000		calendar days upon issuance of Notice to Proceed.
	and Fisheries			Delivery of Goods to PSA RSSO –
Lot 3	SUPPLIES		2,286,380.00	Davao Region,
	Bond Paper	145	140.	Ango Bldg.,
	Bond Paper	IVE '		Cabaguio Ave., Davao City is
				required within thirty (30) calendar days upon issuance of Notice to
		396		Proceed.
	Tape Measure/Medida	790		
	Notebook	1,447		
	Ballpen	4,608		
	Pencil	6,882		

	Eraser	3,269		
	Sharpener	1,197		
	White Board Marker	70		
	Permanent Marker	2,809		
	White Chalk	350		
	Masking Tape	70		
	Wrapping Paper	70		
	Corrugated Box	3,909	CC	
	Packaging Tape	471		λ
	Plastic Twine			
	Packaging Plastic Bag	53		
	INK TONNER/CATRIDGE	331		
	Y			
	HP laserjet cartridge, 85A, black	16		
	003 Black for L3250 printer	64		
	003 Cyan for L3250 printer	64		70
F	003 Yellow for L3250 printer	64		
	003 Magenta for L3250	04		
	printer	64		
,	HP Color Laserjet Pro M454dw Printer cartridge 416A, black	34		
	HP Color Laserjet Pro M454dw Printer cartridge 416A, Magenta	34		
S	HP Co <mark>lor Laser</mark> jet Pro M454dw <mark>Printer</mark> cartridge 416A, Cyan	34		755
	HP Color Laserjet Pro M454dw Printer cartridge 416A, Yellow	34	79	,C
	EPSON T7741, black	50	1011	
	HP Ink GT52 (Black)	6	1110	
	HP Ink GT52 (Magenta)	1 <del>0</del> 6	-	
	HP Ink GT52 (Cyan)	6		
	HP Ink GT52 (Yellow)	6		
	HP laserjet #76A,			
<b>T</b> .	monochrome	10		D 11 0.5
Lot 4	ENUMERATION MATERIALS		6,215,860.00	Delivery of Goods to PSA RSSO –
	2022 CAF Bag Enumeration	1,697	0,210,000,00	Davao Region,
	2022 CAF Umbrella			Ango Bldg.,
	-	1697		

	Polo Shirt with CAF Print and			Cabaguio Ave.,
	Logo (Men's sizes) with colar	3,769		Davao City is
	2022 CAF Jacket with PSA	000		required within
	and CAF Logo	600		thirty (30) calendar
	Tumblers 500 ml Vacuum cup			days upon issuance
	insulated stainless steel			of Notice to
	tumbler	666		Proceed.
	Water Bottle with Locking Flip- Flop Lid	1,286		
	2022 CAF Reversible Bucket Cap/Hat	1,447	Cr	
	2022 CAF Raincoat	1,447		<u> </u>
	2022 CAF Arm Sleeve	2,222		
	2022 CAF Face Mask	2,222		
	2022 CAF ID Lace	1,221		
	ID Jacket	1,221		
	2022 CAF Clipboard	1,036		
Lot 5		,		
	ICT SUPPLIES FOR DATA			Delivery of Goods
	ICT SUPPLIES FOR DATA PROCESSING		1,305,000.00	to PSA RSSO –
	Network Switch	22	1,505,000.00	Davao Region,
	Network Cables	22		Ango Bldg.,
				Cohoguio Avo
				Cabaguio Ave.,
	Crimping Tool	6		Davao City is
Lot 6	Crimping Tool Registered Jack-45			Davao City is required within
Lot 6	Crimping Tool Registered Jack-45 FURNITURE AND	6		Davao City is required within thirty (30) calendar
Lot 6	Crimping Tool Registered Jack-45	6	274,800.00	Davao City is required within thirty (30) calendar days upon issuance
Lot 6	Crimping Tool Registered Jack-45 FURNITURE AND FIXTURES FOR DATA	6	274,800.00	Davao City is required within thirty (30) calendar days upon issuance of Notice to
Lot 6	Crimping Tool Registered Jack-45 FURNITURE AND FIXTURES FOR DATA PROCESSING	6 22 46	,	Davao City is required within thirty (30) calendar days upon issuance of Notice to Proceed.

## 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**

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.

Item U		Specification	Quantity	Statement of Compliance (Please type "Comply" or "Not Comply")
1		Publicity and IEC Materials for the 2022 Census of Agriculture and Fisheries	P	
		PRINTING		
рс	;	Printing of 2022 CAF Primer	9,500	
	S	HOW CAN YOU BE A PARTNER TO ENDRETHE SUCCESS OF THE CENSUS OF AGRICULTURE AND FISHERES?  Case you organization in the safety of performance will be controlled to the control state of the control of your control state of the control state of		





po	С	Pull-up Banner		
		2022 CAF CENSUS OF AGRICULTURE AND FISHERIES  CASCATORO CATASTICAT  TOYO C		
			150	
		Size: 800mm (W) x 2000mm (H)		
		Tarpul <mark>in Material - 13oz</mark> -digital print		
		One size print		
		Refe <mark>r to sample</mark>	ja	
po	S	Printing of CAF Stickers  2022 CAF  CENSUS OF AGRICULTURE AND FISHERIES  CAFARMER, CAFTSLIER  Tayo and Bidal  BARYA LANG PO  SA UMASA!	4,200	1
		3.5 x 8.5 inches, colored print, in matter paper		
		Opaque Polyster or similar water and heat resistive non-		
		shifting materials, 90 GSM		
		High-quality, general purpose, industrial grade, clear adhesive		
		IEC MATERIALS		
po	_	2022 CAF Mug	3,000.00	
		2022 CAF  ENTREMEMBER CONTRACT CAFarmer, CAFisher Tayo ang Bidal	3,000.00	



pc	2022 CAF Eco Bag Plain Canvas Tote Bag size: 14 in length x 16 in width (with expandable bottom) Material: high quality thick canvas (thicker than katcha) Color: Off white  Plain Canvas Tote Bag size: 14 in length x 16 in width (with expandable bottom) Material: high quality thick canvas (thicker than katcha) Color: Off white  With PSA and 2022 CAF logo print		
	Refer to sample	,	
рс	Foldable fan with print		
	Support the  2022 CAF  WHINE CHANNEL BERRIER  Câfermer, (Affabbr  Topy any Biral		
	Training and Enumeration for the 2022 Census of		
	Agriculture and Fisheries		
	SUPPLIES		
ream	Bond Paper	145	
	8.27 inches x 11.69 inches		
	80 gsm		
ream	Bond Paper Legal size, 8.5 inchex x 13 inches	396	

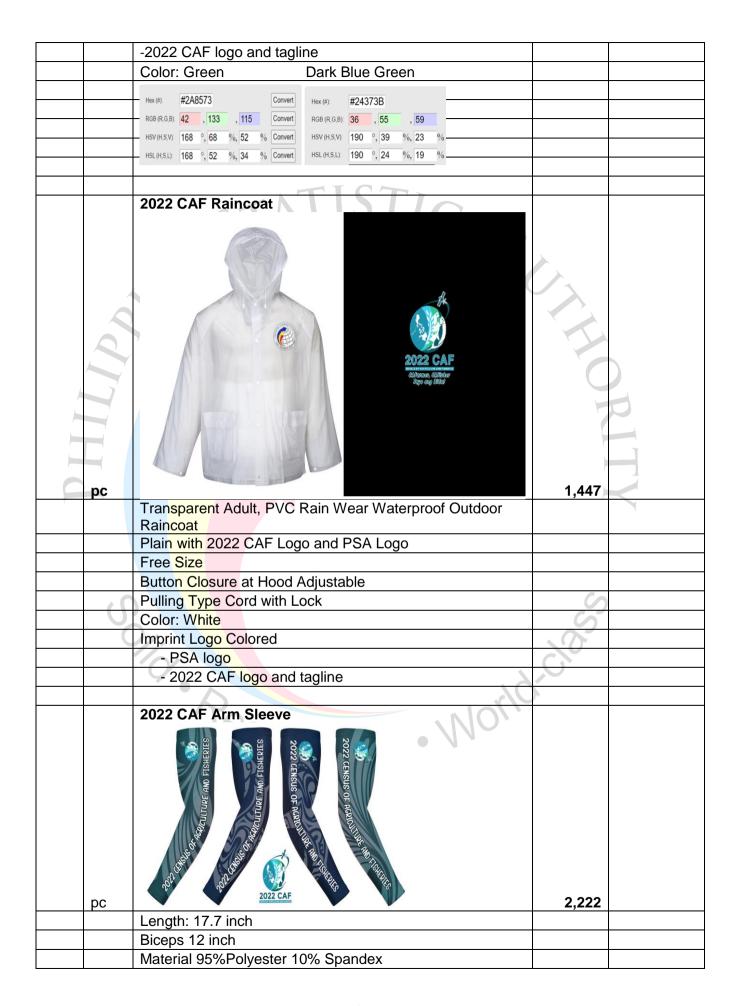
		80 gsm		
		7 10 10 10 10 10 10 10 10 10 10 10 10 10		
	рс	Tape Measure/Medida	790	
		front side inches/ back side cm measurement		
		back side cm measurement		
	рс	Notebook	1,447	
		20 sheets, (filler note)		
	рс	Ballpen	4,608	
		Black, branded		
	рс	Pencil	6,882	
		Lead No. 2, branded		
	рс	Eraser	3,269	
		White, dust-free eraser, branded		
		Charrenar	4 40=	
	рс	Sharpener Single for Panell with Load No. 2	1,197	
-		Single, for Pencil with Lead No. 2		
		White Board Marker	70	
	рс		70	
+		Black, branded		
	no	Permanent Marker	2 900	
	рс	Black, branded	2,809	
		Marking Widths: Extra Fine		1
	рс	White Chalk	350	
	•	White, cylindrical, extruded, length approx. 80 mm,		
		diameter 10 mm.	Co	
	рс	Masking Tape	70	
		1" width	. 0	
	roll	Wrapping Paper	70	
		Brown paper		
		70		
	рс	Corrugated Box	3,909	
		Brown, collapsible,		
		at least 13 (L) x 11 (W)		
	рс	Packaging Tape	471	
		3" width, branded		
		,		
	рс	Plastic Twine	53	
	•	1 kg. Approximately	-	
	pack	Packaging Plastic Bag	331	
		Clear, 16" (L) x24" (W)		
		50 pcs / pack		

<u> </u>	INK TONNER/CATRIDGE		
<del>                                     </del>			
рс	HP laserjet cartridge, 85A, black	16	
<del>  </del>	002 Block for L 2250 printer	C.4	
рс	003 Black for L3250 printer 003 Cyan for L3250 printer	64	
рс	003 Yellow for L3250 printer	64 64	
рс	003 Magenta for L3250 printer	64	
рс	003 Magenta 101 E3230 printer	04	
рс	HP Color Laserjet Pro M454dw Printer cartridge 416A, black	34	
рс	HP Color Laserjet Pro M454dw Printer cartridge 416A, Magenta	34	
рс	HP Color Laserjet Pro M454dw Printer cartridge 416A, Cyan	34	
рс	HP Color Laserjet Pro M454dw Printer cartridge 416A, Yellow	34	
Po	Tenow	<u> </u>	)
рс	EPSON T7741, black	50	
рс	HP Ink GT52 (Black)	6	
рс	HP Ink GT52 (Magenta)	6	
рс	HP Ink GT52 (Cyan)	6	4
рс	HP Ink GT52 (Yellow)	6	
рс	HP laserjet #76A, monochrome	10	7
	ENIMES ATION MATERIALS		
1	ENUMERATION MATERIALS		
nc	ENUMERATION MATERIALS  2022 CAF Bag Enumeration	1 697	
рс	2022 CAF Bag Enumeration	1,697	
рс	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop	1,697	
рс	2022 CAF Bag Enumeration Water Repellent Backpack	1,697	
рс	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop nylon fabric	1,697	
рс	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop nylon fabric  Padding: Polyethylene 100%  Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth:	1,697	
рс	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop nylon fabric  Padding: Polyethylene 100%  Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in  Weight: 3.6lbs Front pocket and 2 Side Pockets for Water	1,697	
pc	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop nylon fabric  Padding: Polyethylene 100%  Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in  Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella  Water-resistant  Imprint Logo colored	1,697	
рс	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo	1,697	
рс	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo 2022 CAF logo and tagline	1,697	
pc	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo	1,697	
O O	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo 2022 CAF logo and tagline Please refer to the sample		
pc	2022 CAF Bag Enumeration  Water Repellent Backpack  Made from durable, waterproof TPU-coated double ripstop nylon fabric  Padding: Polyethylene 100%  Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in  Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella  Water-resistant  Imprint Logo colored PSA logo 2022 CAF logo and tagline  Please refer to the sample  2022 CAF Umbrella	1,697	
O O	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo 2022 CAF logo and tagline Please refer to the sample  2022 CAF Umbrella with PSA and CAF Print, Logo and Tagline		
O O	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo 2022 CAF logo and tagline Please refer to the sample  2022 CAF Umbrella with PSA and CAF Print, Logo and Tagline Foldable automatic umbrella UV protection with cover		
O O	Water Repellent Backpack Made from durable, waterproof TPU-coated double ripstop nylon fabric Padding: Polyethylene 100% Width: 11.2in ext. 11.6in Height: 19.8in ext. 20.3in Depth: 6.2in ext. 6.6in Weight: 3.6lbs Front pocket and 2 Side Pockets for Water Bottles (up to 500ml) and for foldable umbrella Water-resistant Imprint Logo colored PSA logo 2022 CAF logo and tagline Please refer to the sample  2022 CAF Umbrella with PSA and CAF Print, Logo and Tagline		

- Rib 21" - Arc 42"  - SP PP PS 7.5" W x 5" H (panel) - Sleeve 3" W x 2" H  - TR PP PS 3" W x 2" H (sleeve) - Color: Black  Imprint Logo colored	
- TR PP PS 3" W x 2" H (sleeve) - Color: Black	
Imprint Logo colored	
- PSA logo	
- 2022 CAF logo and tagline	
Please refer to the sample	
TICT	
Polo Shirt with CAF Print and Logo (Men's sizes) with colar	
pc 3,769	
Regular Fit	
Sublimation Printing	
100% Polyester - with PSA and 2022 CAF logo and tagline	
Size: Size XS, S, M, L, XL, XXL	
Quantity per size:	
pc XS - 97	
pc S - 397	
pc M - 1,101	
pc L - 937	
pc XL - 1,033	
pc XXL - 204	
Unisex	
Imprint Logo colored	
Logo Size 3x3 inches for PSA logo	
Logo Size 5.0x6.5 inches for 2022 2022 CAF logo and	
tagline	
Color: Blue and Green	
Please refer to the sample	
Hue: 118 Red: 0 Hue: 139 Red: 24	
Sat: 240 Green: 169 Sat: 150 Green: 66	

Wa Jao Sle wit Cri	bric - water repellent/ water resistant aterproof Stand Collar Coat cket Sizes: Unisex (XS to 5XL) eeve Length: long sleeve	
Jac Sle wit Cri	cket Sizes: Unisex (XS to 5XL) eeve Length : long sleeve	
Sle wit Cri	eeve Length : long sleeve	
wit Cri	ŭ ŭ	
Cri		
	h two side pocket	
Hic	sp Silkscreen Printing for 2022 CAF Logo and Tagline	
	gh Quality Digital Embroidery for PSA Logo	
Clo	osure Type: Zipper closure	
	mblers 500 ml Vacuum cup insulated stainless steel	<b>\</b>
	THOR .	
	uble wall durable 304 stainless steel interior and serior;	666
	o-top lid, button activated lid and additional clasp for	
	cu <mark>re travel;</mark>	
	cuum Insulation technology locks in temperature to	
	ese <mark>rve flavor</mark> and freshness,	
	A free, non toxic, eco friendly	5
	print Logo colored	2
	PSA logo	70
	2022 CAF logo and tagline	
1	lor: Dark Green	
pc Wa	ater Bottle with Locking Flip-Flop Lid	1,286

	2022 GAF Sonie stand, Giff Day Lapy cap (Little)  2022 CAF Sonie stand, Giff Day Lapy cap (Little)  2022 CAF Sonie stand, Giff Day Lapy cap (Little)  2022 CAF Sonie stand, Giff Day Lapy cap (Little)		
	BPA Free G <mark>allon Water B</mark> ottle		
	Capacity: 1.5L		
	With ha <mark>ndle and ha</mark> nd strap		
	Installed with silicon seal, 3600 No leakage		
	Polyethylene terephthalate glycol (PETG) material		
	BPA free, non-toxic, eco friendly	-	
	Imprint Logo colored		
	- PSA logo		
	- 2022 CAF logo and tagline		
	Color: Blue or Gray		
S	Double-Sided Hat	\$560	
рс	70113110	1,447	
	Double-Sided Hat		
	Reversible		
	Hat circumference: 23.5 inch		
	Crown height: 3.5 inch		
	Top Diameter: 6.5 inch		
	Brim Wide: 2.5 inch		
	CAF Logo: 2" x 2" w/ square background		
	Material: 100 % cotton		
	Imprint Logo colored		
	-PSA logo		



	Includes: One pair.			
	Feature: Breathable, Windproof, Quickdry, Anti-Bacterial,			
	Plus size			
	Color: Blue or Dark green			
	Imprint Logo colored			
	- 2022 CAF logo			
	2022 CAF Face Mask			
pc	2022 CAF Face Mask	2,222		
ро	Flat cotton face mask with earloop 5x7 inch			
	Material: 100 % Cotton, Polyester or Cotton-Polyester			
	Color: Blue or Dark green		T	
	Imprint Logo colored			
	- PSA logo - 2022 CAF logo			
	- 2022 CAF 10g0			
	0000 045 ID L			
pc	2022 CAF ID Lace	\$500		
Po	Sublimation Lanyard	-		
	Lanyard wide: 0.6 inch			
	Length: 22.2 inch			
	Special Hook: 1.6 inch			
	Logo: Customized Logo (2022 CAF)			
	Plastic Detachable Bucket			
	Printed with "2022 CENSUS OF AGRICULTURE AND			
	FISHERIES"			
	Color: Dark Green			
	Please refer to the sample			
	Hex (#): #90DDEI			
	RGB (R,G,B): 22 , 50 , 61 RGB (R,G,B): 144 , 221 , 237			
	HSV (H,S,V): 197 °, 64 %, 24 % HSV (H,S,V): 190 °, 39 %, 93 %			
	HSL (H,S,L): 197 °, 47 %, 16 % HSL (H,S,L): 190 °, 72 %, 75 %			

		2022 CAF Clipboard		
	рс	2022 GAF  DISTANCE OF FOR CULF AT AND PRINTED BY CONTROL OF STORY	1036	
	Po	Size: Legal Size (15 3/8" x 9 1/16")	1000	
		Strong Low Profile Clip with Rounded		
	2	Material: Plastic		
		Logo: 5"x5" at the back of the clipboard		
4	7	Imprint Logo colored		
		- 2022 CAF logo and tagline		
		Color: Dark green		
		Hex (#): #005C47		
		RGB (R,G,B): 0 , 92 , 71	-	
r		HSV (H,S,V): 166 °, 100 %, 36 %		
		HSL (H,S,L): 166 °, 100 %, 18 %		
		ICT SUPPLIES FOR DATA PROCESSING		
	pc.	Network Switch	22	
	70	1x 24 ports 1GbE switch with 2 10GbE SFP PoE		
		compatible		
			7,0,	
	рс	Network Cables	22	
		1x box of CAT6 (300M) indoor		
		Columnian Teal		
	рс	Crimping Tool	6	
		1x Crimping tool		
	box	Registered Jack-45	22	
	201	1x Box of RJ45		
		FURNITURE AND FIXTURES FOR DATA PROCESSING		
	рс	Monobloc Table	46	
	•	monobloc, folding, 2 seater per table		
	рс	Monobloc Chair	90	
		monobloc, 1 seater		

# 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.

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# **Checklist of Technical and Financial Documents**

### I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) Registration certificate from Securities and Exchange Commission (SEC), (b) Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, And Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; And (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Technical Documents (e) 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 (f) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS); (i) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of

### Financial Documents

☐ (j) 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

to its officer to sign the OSS and do acts to represent the Bidder.

Attorney of all members of the joint venture giving full power and authority

□ (k)	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
□ (l)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
	or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
Other do	cumentary requirements under RA No. 9184 (as applicable)
$\Box$ (m)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
$\square$ (n)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.
OF EINIANG	CIAL COMPONENT ENVELOPE
$\Box \qquad (a)$	Original of duly signed and accomplished Financial Bid Form; and
□ (b)	Original of duly signed and accomplished Price Schedule(s).

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# **ANNEXES**



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# **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	BID FORM	
CTA	Date : Project Identification No. :	2023-4

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 the Procurement of Computer Desktops for the 2023 Integrated Processing of Maps From Various Activities in conformity with the said PBDs for the sum or the total calculated bid price indicated below:

ABC (in PhP)		Bid Price (in	PhP)
ABC (III I III )	Amoui	nt in Words	Amount in Figures

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.

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:
Slic. Pesponsive • World.class

# Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

# For Goods Offered from Within the Philippines

Name of Bidder Project ID No. <u>2022-3</u> Pageof									
1	2	3	4	5	167	77	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)
DHILL									ORITY
Sign									
Name:									
Legal Capacity:									
Signa	Signature: PONSIVE								
Duly	Duly authorized to sign the Bid for and behalf of:								

# **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]

Notice of Award]	

#### **CONTRACT AGREEMENT**

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

s · Mouldige

# Acknowledgment

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

Solo Responsiv

# **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)		
CITY/MUNICIPALITY OF	)	S.	S

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract:
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	I ha	ave	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 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.
	TICT

# BID SECURING DECLARATION Project Identification No.: 2022-3

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

#### [Jurat]

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

STATISTICS Si. Pesponsive · World.class

Republic of the Philippines

Government Procurement Policy Board