



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
Regional Field Office No. 5  
San Agustin, Pili, Camarines Sur 4418

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

***Supply and Delivery of Lot 1- Various  
Agricultural Supplies and Lot 2- Organic  
Fertilizer for Distribution to Farmers affected  
by Calamities under QRF***

**2021-QRF-08**

**ABC: ₱13,249,500.00**

Government of the Republic of the Philippines

***Sixth Edition  
June 9, 2021***

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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

**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

**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***



Republic of the Philippines  
**DEPARTMENT OF AGRICULTURE**  
**REGIONAL FIELD OFFICE NO. 5**  
 San Agustin, Pili, Camarines Sur, 4418  
<http://bicol.da.gov.ph>

**INVITATION TO BID FOR *Supply and Delivery of Lot 1- Various Agricultural Supplies and Lot 2- Organic Fertilizer for Distribution to Farmers affected by Calamities under QRF***

1. The *Department of Agriculture Regional Field Office No. 5*, through the *General Appropriation Act (GAA) for CY 2021-QRF Calamity* intends to apply the sum **Thirteen Million Two Hundred Forty-Nine Thousand Five Hundred Pesos Only (₱13,249,500.00)** being the ABC to payments under the contract for **ITB No. 2021-QRF Calamity- 08**. Bids received in excess of the ABC shall be automatically rejected at bid opening. **Partial Bid is ALLOWED.**

Description	ABC (Php) (inclusive of VAT)	Funding Source	Bid Security: Cash/Cashier's/ Manager's Check, Bank Draft/Guarante, Irrevocable Letter of Credit (2%) (Php)	Bid Security: Surety Bond (5%) (Php)	Cost/Price of Bid Documents (cash payment only) (Php)
<i>Supply and Delivery of:</i>					
<b>Lot 1 – Various Agricultural Supplies</b>	₱12,237,000.00	GAA 2021 QRF Calamity	₱244,740.00	₱611,850.00	<b>₱25,000.00</b>
<b>Lot 2 – Organic Fertilizer</b>	1,012,500.00		20,250.00	50,625.00	<b>5,000.00</b>
<b>GRAND TOTAL</b>	<b>₱13,249,500.00</b>		<b>₱264,990.00</b>	<b>₱662,475.00</b>	

2. The *Department of Agriculture Regional Field Office No. 5* now invites bids for the following:

Description	Specifications	Unit Cost	Place of Delivery	Delivery of the Goods
<b>Lot 1- Agricultural Supplies</b>	<b>2,800 pcs. - Hoe</b> -Heavy Duty. 6.5' wide x 7.5" deep. -Ideal for heavy cultivation, verge control, edging and banking work. -Digging or trenching hoe	600.00 / pc	DA, RFO 5 San Agustin, Pili, Cam. Sur	<b>30 calendar days</b> upon receipt of approved Notice to Proceed (NTP)
	<b>2,800 pcs. – Rake</b> -Heavy Duty. Metal Handle with rubber tip. Steel material with 16 teeth	350.00 / pc		

	<p><b>2,800 pcs.- Sprinkler</b> -Durable, 10 liters capacity</p> <p><b>1,000 pcs. - Bolo</b> -Durable, blade is 1/4"thick and made of steel with a black texture powdered coat. 15" Length</p> <p><b>1,000 pcs. - Hand Sprayer</b> -2L capacity, pressure pump spray bottle, durable</p> <p><b>1,000 pcs. - Hand trowel</b> -Plastic and heavy duty with pointy edge</p> <p><b>2,500 rolls - Plastic Mulch</b> -Black and Silver, 1.2m x .03mm x 400m</p> <p><b>358 pcs. - Water Plastic Drum</b> -Durable plastic material, 200 L capacity</p> <p><b>470 units - Knapsack Sprayer</b> -Tank Material: High quality Stainless steel -Tank Capacity: 16 Liters -Semi Auto Knapsack Sprayer -Complete with single head nozzle, four hose nozzle ball, O-ring valve, pump gasket, filler cap, control valve, spray hose with handle, spray lance, adjustable strap, pump and piston</p> <p><b>140 rolls - PE-UV plastic film,</b> -110" x 0.005" x 150m -Materials: Linear low density polyethylene virgin -Long Greenhouse Clear Plastic Cover Film Polyethylene</p> <p><b>Delivery Terms:</b> Delivery is 30 CD Upon the receipt of NTP</p>	<p>300.00 / pc</p> <p>700.00 / pc</p> <p>400.00 / pc</p> <p>100.00 / pc</p> <p>650.00 /rolls</p> <p>1,500.00 / pc</p> <p>2,500.00 / unit</p> <p>20,000.00 / rolls</p>		
<b>LOT 2- Organic Fertilizer</b>	<p><b>2,250 bags - Organic Fertilizer</b> <b>Specification:</b> Net weight: 50 kg/ bag</p>	<p>450.00 / bags</p>	<p>DA, RFO 5 San Agustin, Pili, Cam. Sur</p>	<p><b>30 calendar days</b> upon receipt of approved Notice to Proceed (NTP)</p>



	<p>Should Practice proper warehousing to ensure the quality of the products to be delivered at DA-RF05</p> <p><b>Delivery Terms:</b> Delivery is 30 CD upon the receipt of NTP</p>			
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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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from ***Department of Agriculture Regional Field Office No. 5*** and inspect the Bidding Documents at the address given below during ***Mondays – Fridays, 8:00 AM to 5:00 PM except for Holidays, Saturdays and Sundays.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***June 10, 2021- June 30, 2021 (9:00AM)*** 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 Lot 1-₱25,000.00, and Lot 2-₱5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
6. The ***Department of Agriculture Regional Field Office No. 5*** will hold a ***Pre-Bid Conference on June 18, 2021; 10:00AM at 3<sup>rd</sup> Flr. Training Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur,*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***June 30, 2021; 9:00AM.*** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. ***Bid opening shall be on June 30, 2021; 10:00AM*** at the given address below ***3<sup>rd</sup> Flr. Training Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur and/or***

the bidder having the Lowest calculated and Responsive Bidder (LCRB) (GPPB Circular No. 06-2005).

11. For further information, please refer to:

BAC Secretariat Office  
**Department of Agriculture, Regional Field Office No. 5**  
San Agustin, Pili, Camarines Sur 4418  
Email Address: [bacrfo5@gmail.com](mailto:bacrfo5@gmail.com)

You may visit the following websites:

For Downloading of Bidding Documents: [bicol.da.gov.ph](http://bicol.da.gov.ph) .

*June 9, 2021*, San Agustin, Pili, Camarines Sur

**LUZ R. MARCELINO**  
RTD for Operations  
Chairman, Bids & Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, *Department of Agriculture Regional Field Office No. 5* wishes to receive Bids for the *Supply and Delivery of Lot 1- Various Agricultural Supplies and Lot 2- Organic Fertilizer for Distribution to Farmers affected by Calamities under QRF* with identification number *2021-QRF Calamity-08*.

The Procurement Project (referred to herein as “Project”) is composed of *Two (2) LOTS*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below *General Appropriation Act (GAA) for CY 2021- QRF Calamity* in the amount of *Thirteen Million Two Hundred Forty-Nine Thousand Five Hundred Pesos Only (₱13,249,500.00)*

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations

## 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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate in this Projects (B).
- 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:
  - a. ***FOR LOT 1-*** For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to ***at least fifty percent (50%) of the ABC per lot in the amount of ₱6,118,500.00***
  - b. ***FOR LOT 2-*** For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to ***at least twenty-five percent (25%) of the ABC per lot in the amount of ₱253,125.00***
- 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:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **DA RFO 5, San Agustin, Pili, Camarines Sur** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already

- 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:
  - a. 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 28, 2021.** 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 (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard 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.

**Sealed Original, Copy 1, Copy 2 & 3 in one (1) Single Envelope**

Sealed Original	Sealed Copy 1	Sealed Copy 2	Sealed Copy 3
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All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

**Additional instructions:** All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson**.

## **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.



19.4. The Project shall be awarded as follows:

**One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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***

# Bid Data Sheet

ITB Clause		
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. <b>Lot 1- Agricultural Supplies</b> <b>Lot 2- Organic Fertilizer</b></li> <li>b. Completed within <b>Two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>	
7.1	No portion of the contract shall be subcontracted.	
12	The price of the Goods shall be quoted DDP DA RFO 5, SAN AGUSTIN, PILI, CAMARINES SUR 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: <ol style="list-style-type: none"> <li>a. The amount of not less than <b>Lot 1- 244,740.00, and Lot 2- 20,250.00</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Lot 1- 611,850.00, and Lot 2- 50,625.00</b>, if bid security is in Surety Bond.</li> </ol>	
19.3	Description	ABC (Php) (inclusive of VAT)
	<i>Supply and Delivery of:</i>	
	<b>Lot 1 - Various Agricultural Supplies</b>	₱12,237,000.00
	<b>Lot 2 - Organic Fertilizer</b>	1,012,500.00
	<b>GRAND TOTAL</b>	<b>₱13,249,500.00</b>
20.2	The bidder shall submit: <ol style="list-style-type: none"> <li>a. Certificate of Availability of Stocks</li> <li>b. Certificate of Authority to Supply &amp; Bid (as to source)</li> <li>c. FPA Product Registration Certificate (<b>Lot 2</b>)</li> <li>d. Pictures of product being offered</li> <li>e. BIR Registration</li> <li>f. Latest Income Tax Return</li> <li>g. Latest VAT Payment</li> <li>h. Performance Evaluation Report (at least very satisfactory) of Single Largest Completed Contract (SLCC) duly signed by the end-user with the approval</li> </ol>	

21.2	<i>“Not applicable”</i>
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## ***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

- 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.

*[Include the following clauses if Framework Agreement will be used:]*

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### **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

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

## Special Conditions of Contract

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published</p>



[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered to **Department of Agriculture RFO 5, San Agustin, Pili, Camarines Sur**. 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 **Mr. Antonio Baylon, Property Officer**

**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.

**Spare Parts –**

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:

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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months 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
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

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.

**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

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be as follows: Payment to effect upon completion of delivery and acceptance per lot.”
4	The inspections and tests that will be conducted are: Testing and inspection shall be conducted to each unit.

## ***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.

		attached ITB	Please see attached ITB	<b>(NTP)</b>

I hereby commit to comply and deliver all the above requirements in accordance with above stated schedule.

Signature over Printed Name of Authorized Representative

\_\_\_\_\_

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

## *Section VII. Technical Specifications*

### **Technical Specifications**

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>

		<p><i>in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<p><b>LOT 1</b></p>	<p><b>Supply and Delivery of:</b></p> <p><b>2,800 pcs. - Hoe</b>          -Heavy Duty. 6.5' wide x 7.5" deep.</p> <p>-Ideal for heavy cultivation, verge control, edging and banking work.          -Digging or trenching hoe</p> <p><b>2,800 pcs. – Rake</b>          -Heavy Duty. Metal Handle with rubber tip. Steel material with 16 teeth</p> <p><b>2,800 pcs. - Shovel</b>          -Heavy Duty. Tempered proof. Offers the best quality and assures a better job.</p> <p>-Handle Material:          wooden covered with steel. Spade type.</p> <p><b>2,800 pcs.- Sprinkler</b>          -Durable, 10 liters capacity</p> <p><b>1,000 pcs. - Bolo</b>          -Durable, blade is 1/4" thick and</p>	

	<p><b>1,000 pcs. - Hand trowel</b> -Plastic and heavy duty with pointy edge</p> <p><b>2,500 rolls - Plastic Mulch</b> -Black and Silver, 1.2m x .03mm x 400m</p> <p><b>358 pcs. - Water Plastic Drum</b> -Durable plastic material, 200 L capacity</p> <p><b>470 units - Knapsack Sprayer</b> -Tank Material: High quality Stainless steel -Tank Capacity: 16 Liters -Semi Auto Knapsack Sprayer -Complete with single head nozzle, four hose nozzle ball, O-ring valve, pump gasket, filler cap, control valve, spray hose with handle, spray lance, adjustable strap, pump and piston</p> <p><b>140 rolls - PE-UV plastic film,</b> -110" x 0.005" x 150m -Materials: Linear low density polyethylene virgin -Long Greenhouse Clear Plastic Cover Film Polyethylene</p> <p><b>Delivery Terms:</b> Delivery is 30 CD Upon the receipt of NTP</p>	
<p><b>LOT 2</b></p>	<p><b>2,250 bags - Organic Fertilizer</b></p> <p><b>Specification:</b></p> <p>Specification:</p> <p>net weight: 50 kg/ bag</p> <p>Guaranteed Analysis:</p> <p>N = 14%</p> <p>P2O5 = 14%</p>	

	<p>Should Practice proper warehousing to ensure the quality of the products to be delivered at DA-RFO5</p> <p><b>Delivery Terms:</b> Delivery is 30 CD upon the receipt of NTP</p>	
	<ul style="list-style-type: none"> <li>a. Certificate of Availability of Stocks</li> <li>b. Certificate of Authority to Supply &amp; Bid (as to source)</li> <li>c. FPA Product Registration Certificate (<b>Lot 2</b>)</li> <li>d. Pictures of product being offered</li> </ul> <p>*Bidder/s may attach the above mentioned documents but not be a ground for disqualification during the bid opening</p>	

I hereby commit to comply and deliver all the above requirements in accordance with above technical specifications.

Signature over Printed Name of Authorized Representative

\_\_\_\_\_

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



*Section VIII. Checklist of Technical and  
Financial Documents*

**Checklist of Technical and Financial Documents**

**I. TECHNICAL COMPONENT ENVELOPE**

Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

**and**

- ☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

**and**

- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

### ***Technical Documents***

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

- ☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**or**

Original copy of Notarized Bid Securing Declaration; **and**

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

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

### ***Financial Documents***

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

- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class "B" Documents***

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

*reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

## **25 FINANCIAL COMPONENT ENVELOPE**

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

