

# **Bureau of Soils and Water Management PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# Supply and Delivery of Promotional Materials for BSWM for CY 2025

IB NO: BSWM 2025-03-043

Date issued March 2025

# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition July 2020

#### **Preface**

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

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

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

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

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

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

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – BangkoSentral 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 IBmust conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



#### **INVITATION TO BID**

# Supply and Delivery of Promotional Materials for BSWM for CY 2025 IB NO. BSWM 2025-03-043

- The Bureau of Soils and Water Management (BSWM), through the General Appropriations Act (FY 2025 GAA) intends to apply the sum of Nine Million Eighty Three Thousand Eight Hundred Fifty Pesos (PhP 9,083,850.00) being the ABC to payments under the contract for Supply and Delivery of Promotional Materials for BSWM for CY 2025 IB NO: BSWM 2025-03-043. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The BSWM now invites bids for the above Procurement Project. **Delivery of the Services shall be STRICTLY completed the schedule stated in Section VII. Technical Specifications.** Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
- 4. Prospective Bidders may obtain further information from BSWM Bids and Awards Committee (BAC) Secretariat's Office and inspect the Bidding Documents at the given address during MONDAY TO FRIDAY, 8:00AM TO 5:00 PM EXCEPT ON DECLARED HOLIDAYS OR WORK SUSPENSION.
- **5.** A complete set of Bidding Documents may be acquired by interested Bidders until **April 21, 2025, 3:00PM** from the given address and website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP 9,000.00.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees to BAC Secretariat on or before the deadline of Submission and Opening of Bids.
- 6. The BSWM will hold a **Pre-Bid Conference** on **April 04, 2025, 09:30AM at BSWM Function Room** and shall be open to prospective bidders. Pre-Bid Conference will be available "**live**" thru **BSWM Procurement Service Facebook Page (FB) Page (https://www.facebook.com/bswmpms).** Furthermore, all interested bidders can participate through videoconferencing. Please coordinate with the BAC Secretariat at least a day before the meeting at bac@bswm.da.gov.ph.
- 7. **Bids must be duly received** by the BAC Secretariat through manual submission at the office address indicated below <u>on or before **April 22, 2025, 9:00AM**</u>. Late bids shall not be accepted. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 16.
- 8. **Bid opening shall be on April 22, 2025, 9:30AM** at the **BSWM Convention Hall**, 2nd Floor, SRDC Bldg.,

Visayas Ave. Cor. Elliptical Road, Diliman, Quezon City and through videoconferencing/webcasting via ZOOM and streamed live through BSWM Procurement Service FB Page. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

During the opening of bids, bidder's representative must present his/her company identification card and authorization letter from the head of the company.

- 10. BSWM adheres to the Republic Act 10173 Data Privacy Act.
- 11. The BSWM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

FRANCE JOSEPHINE C. BAUTISTA
BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE
2ND FLOOR, SRDC BLDG.,

VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON CITY

TELEFAX NUMBER: +63-2-8273-2474 loc 3218

EMAIL ADDRESS: <u>bac@bswm.da.gov.ph</u> WEBSITE: <u>www.bswm.gov.ph</u> FB Page:

https://www.facebook.com/bswmpms

You may visit the following websites: For downloading of Bidding Documents:

PhilGEPS- https://notices.philgeps.gov.ph/, BSWM Website- www.bswm.gov.ph or BSWM

Procurement Service Facebook Page- https://www.facebook.com/bswmpms.

SGD DENISE A. SOLANO BSWM BAC Chairperson

# Section II. Instructions to Bidders

#### Notes on the Instructions to Bidders

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

#### 1. Scope of Bid

The Procuring Entity, *Bureau of Soils and Water Management* wishes to receive Bids for the **Supply and Delivery of Promotional Materials for BSWM for CY 2025 - IB NO: BSWM 2025-03-043.** 

The Procurement Project (referred to herein as "Project") is composed of <u>1 Lot</u>, 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 *GAA 2024 and 2025* in the amount of Nine Million Eighty Three Thousand Eight Hundred Fifty Pesos (PhP 9.083.850.00:
- 2.2 The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- e. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

#### 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 thegeneral 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. [Select one, delete other/s]
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. —Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. 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:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent* (25%) of the ABC per for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.
- b.—Subcontracting is not allowed.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]
  The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors
  - identified during the bidding may be changed during the implementation of this Contract.
  - Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 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 stated on Section I and/or through videoconferencing/webcasting via Zoom as indicated in paragraph 6 of the IB.

#### 9. Clarification and Amendment of Bidding Documents

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

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

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within <u>five</u> <u>years</u> 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.
- 11.5. [Include if Framework Agreement will be used:] Financial proposals for single or multi- year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the IB. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### 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:
  - b.—The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex- showroom, or off-the-shelf, as applicable);
    - i. The cost of all customs duties and sales and other taxes already paid or payable;
    - ii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iii. The price of other (incidental) services, if any, listed in the **BDS**.
  - e. 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 the **BDS**.

- 12.2. [Include if Framework Agreement will be used:] For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - submission of eligibility documents shall be the ceiling and the price quoted during minicompetition must not exceed the initial price offer. The price quoted during call for minicompetition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

#### 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.

b. [indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].

#### 14. Bid Security

The Bidder shall submit a Bid Securing Declaration 1 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.

- 14.1. The Bid and bid security shall be valid until *120 days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.2. [Include if Framework Agreement will be used:] In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement:

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 7 of the **IB**.
- 16.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

#### 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.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

#### One (1) Project that shall be awarded as one contract.

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

ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

- 20.1. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre- scheduled date, time and place to determine the bidder with the LCB.
- 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, {{Include if Framework Agreement will be used:}} or in the ease of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,} 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. {{Include if Framework Agreement will be used:}} For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

#### 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**.

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework
  Agreement with the Procuring Entity, the successful Bidder or its duly authorized
  representative shall formally enter into a Framework Agreement with the procuring
  entity for an amount of One Peso to be paid to the procuring entity as a consideration for
  the option granted by the procuring entity to procure the items in the Framework
  Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;

- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified 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:

Information that specifies and complements provisions of the ITB must be incorporated.

Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	<ul> <li>a. Supply and Delivery of Promotional Materials, Customized Textile Uniforms</li> <li>b. completed within <u>five years</u> prior to the deadline for the submission and receipt of bids.</li> </ul>			
	Certificate of Satisfactory Performance from the submitted SLCC (to be verified during Post-Qualification)			
7.1	SUB CONTRACTING- NOT APPLICABLE			
12	The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	a. The amount of <b>not less than two percent (2%) of ABC</b> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or			
	b. The amount of <i>not less than five percent (5%) of ABC</i> if bid security is in Surety Bond.			
	NOTE: Bidders SHALL use the ATTACHED BSWM template of Bid Securing Declaration.			
	Other forms of Bid Securing Declaration will NOT BE ACCEPTED and SHALL BE RATED "FAILED".			
19.4.	The Project shall be awarded as:			
	One Project having several items that shall be awarded as one contract.			
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]			
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]			

# 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 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

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

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

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

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

Information that complements provisions of the GCC must be incorporated.

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	1					
Clause						
1	Delivery and Documents –					
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall hav the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:					
	"The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 <i>End-User Representative</i> , <i>Authorized Property Management Unit Personnel and Inspection Committee Member</i> .					
	Supplier shall coordinate with the End-user and Property Management Unit for final schedule of delivery.					
	To schedule the delivery, please click this link or scan the QR code:					
	https://sites.google.com/view/pmu-scheduleofdelivery/home					
	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:					
	Select appropriate requirements and delete the rest.					
	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.
- f. [Specify additional incidental service requirements, as needed.]

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:

*Select appropriate requirements and delete the rest.* 

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within *not more than Seven Calendar Days* 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 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 Supplier's 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:

4

Progress Billing is allowed upon complete delivery per line item subject to submission of complete documentary requirement and accounting and auditing rules.

The inspections and tests that will be conducted are: *Inspection per conformity and compliance to technical specifications/ terms of reference.* 

# 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.

Description	Schedule of Delivery
Supply and Delivery of Promotional Materials for BSWM for CY 2025	As stated in Section VII. Technical Specifications.
	<ul> <li>Final sample (for approval of end-user) shall be provided within 30 calendar days after receipt of Notice to Proceed.</li> </ul>

# Section VII. Technical Specifications

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

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

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

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

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

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

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

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

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

## **Technical Specifications**

Item	Specification	Statement of Compliance

[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.]

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
PLANN ING	GAD FUND	1	Promotional Items for 18-Day Campaign to End Violence Against Women and Children (VAWC)	pcs.	700	
			Specifications: T-SHIRT (Round Neck) Color: Orange and White " with various color based on the design attached (LOGO)" Fabrics: 100 % Cotton Sizes: Assorted sizes Print Type: Silk Screen Printing "IMPORTANT NOTE:			
			* Design shall be finalized upon the release of PCW which is at least by last week of September  * ITEM must be completely delivered at least by 4th week of October 2025			
HILLP EZ	RD-REG ULAR	2	Polycanvas Bag Size: (LxWxH) 14"x4"x17" Color: White 1 Side Print Print: Full Sublimation	pcs.	85	
		3	Dry Fit Polo Shirt Sizes: XS-10; S-10 pcs; M-30 pcs; L-25 pcs; XL-10 pcs Material: Dry fit	pcs.	85	
			Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of February 2025			
	RD-ORG ANIC -HILLPEZ	4	Personalized longsleeve Color: Light/Sky Blue or based on the design layout Material: Compatible with the printing method Printing method: Full Sublimation	pcs.	60	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
			Sizes: XS-5 pc; S-10 pc, M-15 pc; L-15			
			pc; XL-10 pc; 2XL-5 pc			
		5	Personalized field hat with detachable neck and face cover Color: Emerald Green Material: Nylon Imprint method: Embroidery Size: 55-62 cm head circumference	pcs.	60	
			Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of April 2025			
	NSHP-VE GETABL E -HILLPEZ	6	Personalized tote bag (with expandable katsa, box type, with velcro/magic tape) Color: White Material: Canvas Printing method: Sublimation Size: 34*43*10 cm	pcs.	100	
		7	Personalized shirt Color: Teal/Based on the layout Material: Compatible with the printing method Printing method: Full Sublimation Sizes: XS-10; S-15 pcs; M-30 pcs; L-30 pcs; XL-10 pcs; 2XL-5	pcs.	100	
		8	Personalized field hat with detachable neck and face cover Color: Navy blue Material: Nylon Imprint method: Embroidery Size: 55-62 cm head circumference	pcs.	100	
			Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of March 2025			
HIGH PEZ	LFP-NSH P -HIGHPE Z	9	Field Jacket Color: Dark Gray Materials: woven with fabrics, waterproof, windproof, hooded non removable, UV protection, quick drying, ultra light Printing Method: Heatpress Place of Delivery: NSWRRDC-Dalwangan, Malaybalay Bukidnon	pcs.	80	
ALME	SEMLUR	10	Polo Shirt	noc	90	
D	2025	10	Body -premuim polydex, 180 gsm Collar-Cotton; Quality Sew and Printed: Sublimation	pcs.	90	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
SCMD	RD-COR N	11	Jacket Embroidered logos and other prints Material: Polyester Sleeve Lenth: Long Sleeves Jacket Type: Baseball Jackets Style: Athletic, Street Style Sizes S - 15 M - 31 L - 32 XL - 15 please see attached design	pcs.	93	
	RD-REG ULAR	12	Tote Bag	pcs.	150	
	OLAIN		Size: length-16 inch; width: 13.5 inch Color: Black Printing: Embroidered logo of BSWM Fabric: Canvass			
		13	Drifit Shirt Sage Green (near this shade - HEX Code: (#8ABD91); Sublimation Printing of logos and other prints	pcs.	100	
			Sizes: Small - 10 Medium - 20 Large - 25 XL - 25 XXL - 20			
	MANILA	14	Drifit Shirt	pcs.	120	
	BAY		Sublimation Printing of logos and other prints *color: Gray/ shade 400 (0xFFBDBDBD) Sizes: S-5 M-10 L-80 XL-20 XXL-5			
		15	Drifit Polo Shirt Sublimation Printing of logos and other prints *color: Khaki (C3B091*) Pique fabric	pcs.	180	
			Sizes: S-10 M-30 L-100 XL-35 XXL-5			

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
		16	Tote Bag	pcs.	35	
			Size: length-16 inch; width: 13.5 inch Color: Black Printing: Embroidered logo of BSWM and other logo Fabric: Canvass			
		17	Drifit Shirt Sublimation Printing of logos and other prints color: white	pcs.	150	
			Sizes S-10 M-10 L-80 XL-40 XXL-10			
		18	Bush hat with embroidered BSWM Logo color: khaki	pcs.	150	
		19	Insulated Tumbler stainless steel internal compartment, 24 oz, black. with silicon boot, paracord handle, and manila bay decal logo white tumbler	pcs.	35	
LSD	NSHP	20	Full Sublimation ABFS Long Sleeve Drifit Shirts Specifications: -Long sleeve -Round binder neck front -Polydex, 220 gsm -Fully sublimated, all colours and logos are dyed directly into the fabric to ensure durability and flexibility  Small - 1000 pcs Medium - 1500 pcs Large - 1500 pcs XL - 1000 pcs 2XL - 750 pcs 3XL - 750 pcs 4XL - 750 pcs	pcs.	8,000	
WRM	RICE-ES	21	BOT Meeting for National SWISA	pcs.	50	
D	SETS		Federation Polo shirt Polyester (100%) short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed embroidered "XXL-2 XL-5 L-20 M-20 S-3" (see attached design for reference)	μου.		

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
			schedule of delivery 2nd week of June 2025			
		22	Institutional Development Training For The Operation And Maintenance Of Small-Scale Irrigation Projects (SSIPs)-ESETs Polo shirt cotton fabric short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed screen print "XXL-74 XL-111 L-370 M-370 S-185 (see attached design for reference) schedule of delivery "3rd week of February 2025 - 50% of items per size 2nd week of June 2025 -50% of items	pcs.	1,110	
		23	Training on Soil Health Rehabilitation/ Balanced Fertilization Strategy polo shirt cotton fabric short sleeve multi color blue and white "XXL-80 XL-120 L-400 M-400 S-200" * BSWM Logo and SWISA logo: Printed screen print schedule of delivery "3rd week of February 2025 - 50% of items per size 2nd week of June 2025 -50% of items per size"	pcs.	1,200	
		24	Regional and Provincial SWISA Meeting & Location Specific Cropping Pattern and Cropping Tool Canvas Tote Bag with BWM Logo Material: Canvas Textile Texture: Thick quality Dimension: 15 X 13 X 3 inch (H x W x L) With Zipper Print: Sublimation Please see attached design for reference schedule of delivery "last week of March 2025 - 50% of items last week of June 2025 -50% of items"	pcs.	600	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
	PSS-RIC E	25	Training on the Operation, Maintenance, and Data Utilization of AWS Polo shirt cotton fabric short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed screen print "XXL-40 XL-60 L-100 M-100 S-100" (see attached design for reference) schedule of delivery 1st week of March 2025	pcs.	400	
	1510	6.5				
	INS VARIOUS	26	Institutional Development Training For The Operation And Maintenance Of Small-Scale Irrigation Projects (SSIPs) polo shirt round neck short sleeve multi color black and apple green "XXL-24 XL-36 L-120 M-120 S-60" * BSWM Logo and SWISA logo: Printed screen print (see attached design for reference)	pcs.	360	
			, and the second			
SWRR	NSHP- BioSMS	27	polo shirt, 24 counts CVC pique (honeycomb cotton)  White and brown combination (see attached design)  With embroidered logo at the upper left chest  30 pcs Small - 19 inches x 27 inches (+/- 0.5" on length and width tolerance)  60 pcs Medium - 20 inches x 28 inches (+/- 0.5" on length and width tolerance)  50 pcs Large - 21 inches x 29 inches (+/- 0.5" on length and width tolerance)  20 pcs XL - 22 inches x 30 inches (+/- 0.5" on length and width tolerance)  10 pcs XXL - 23 inches x 31 inches (+/- 0.5" on length and width tolerance)	pc	170	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
SWRR D	NRP Continuin g	28	Polo Shirt Materials: 40% Polyester, 60% Cotton Features: Wrinkle and shrink resistant; 2 buttons placket; flat knit collar; self-fabrics cuffs Sleeve Style: Short Sleeve Color: Tea ( shades of green) Sizes: XS,S,M,L, XL,2XL Attached: Designs/Layout DA-BSWM logo and theme logo printed (front) Text print (back)	pcs	800	
	NRP Continuin g	29	Bucket Hat Materials: Cotton; polyester; nylon Features: Short downward sloping brim that circles the crown, casuals and easy to wear (BSWM and theme logo printed) Color: Mocha and Black Attached: Designs/Layout	pcs	120	
SWRR D	PAEF NRP Continuin g	30	Tote Bag Materials: Burlap 100% pure natural jute fabrics Features: Eco-friendly for bag handle should be made of cotton mesh color black (handle 16 cm) Material; Burlap 100% pure natural jute fabrics color printing: Direct to print Color: Brown (body); Cream (outside pocket) Size: Small Attached: Designs/Layout  To be delivered on or before May 5, 2025	pcs	120	
WRM D	ESETS Rice Continuin g	31	Corporate Jacket - with Department of Agriculture logo - 50 pcs - with DA-BSWM logo - 100 pcs Specifications: "Lining Material: Cotton Material:Polyester Color: Black Thickness:Standard Closure Type:Zipper Collar:Turn-Down Collar Clothing Length:Regular Logo: embroidered" See attached design for reference	pcs	150	
WRM D	ESETS Rice Continuin g	32	Jacket Material: 100% nylon, 100% polyester, synthetics Length: Longsleeve Color: Black Cut: Hooded Logo and text design: BSWM logo and CSOp	pcs	50	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	Statement of Compliance
SSD	ESETS Rice Continuin g	32	Canvas Tote Bag with BSWM logo Material: Canvas Textile Texture: Thick Quality Dimensions: 15 x 13 x 3 inch (H x W x L) With Zipper Print: Sublimation Delivery Date: June 9-13, 2025  Terms and conditions: 1. The promotional materials must be delivered on or before the scheduled date of delivery 2. Prior to production,a sample must be presented to the end user for review, allowing for feedback and minor adjustments if necessary. 3. Defective or non-compliant items will be subject to rejection and must be replaced at no additional cost. 4. Payment processing will only	d	170	
			commence upon acceptance of all materials in good condition.			
CPIT		34	Jacket (CPIT) Color: Navy Blue #000080 Material: 90% nylon 6, 10% spadex Knit bomber collar Zipper Front Long sleeve Concealed button pocket on inside Front Design "Print type: Digital Embroidery, Logo: BSWM Width: 4 inches Height: 4 inches" Back Design "Upper Part Compost Production Implementation Team Lower Part Compost all your waste and bring them back to the soil Digital Embroidery: Font Size: 2cm Font Style: Times New Roman Color: White "	рс	142	
CPI T		35	Full Sublimation Long Sleeve Drifit Shirts Specifications: -Long Sleeve -Round binder neck front -Polydex, 220 gsm -Fully sublimated, all colors and logos are dyed directly into the fabric to ensure durability and flexibility	рс	1100	

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
PLAN NING	GAD FUND	1	Promotional Items for 18-Day Campaign to End Violence Against Women and Children (VAWC)	pcs.	700	500.00	350,000.00
			Specifications: T-SHIRT (Round Neck) Color: Orange and White " with various color based on the design attached (LOGO)" Fabrics: 100 % Cotton Sizes: Assorted sizes Print Type: Silk Screen Printing				
			"IMPORTANT NOTE:  * Design shall be finalized upon the release of PCW which is at least by last week of September  * ITEM must be completely delivered at least by 4th week of October 2025				
HILL PEZ	RD-REG ULAR	2	Polycanvas Bag Size: (LxWxH) 14"x4"x17" Color: White 1 Side Print Print: Full Sublimation	pcs.	85	210.00	17,850.00
		3	Dry Fit Polo Shirt Sizes: XS-10; S-10 pcs; M-30 pcs; L-25 pcs; XL-10 pcs Material: Dry fit	pcs.	85	700.00	59,500.00
			Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of February 2025				
	RD-ORG ANIC -HILLPEZ	4	Personalized longsleeve Color: Light/Sky Blue or based on the design layout Material: Compatible with the printing method Printing method: Full Sublimation Sizes: XS-5 pc; S-10 pc, M-15 pc; L-15 pc; XL-10 pc; 2XL-5 pc	pcs.	60	800.00	48,000.00
		5	Personalized field hat with detachable neck and face cover Color: Emerald Green Material: Nylon Imprint method: Embroidery Size: 55-62 cm head circumference	pcs.	60	500.00	30,000.00
			Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of April 2025				
	NSHP-VE GETABL E -HILLPEZ	6	Personalized tote bag (with expandable katsa, box type, with velcro/magic tape) Color: White Material: Canvas Printing method: Sublimation Size: 34*43*10 cm	pcs.	100	250.00	25,000.00
		7	Personalized shirt Color: Teal/Based on the layout Material: Compatible with the printing method Printing method: Full Sublimation Sizes: XS-10; S-15 pcs; M-30 pcs; L-30 pcs; XL-10 pcs; 2XL-5	pcs.	100	700.00	70,000.00

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
		8	Personalized field hat with detachable neck and face cover Color: Navy blue Material: Nylon Imprint method: Embroidery Size: 55-62 cm head circumference Delivery Requirement: BSWM Central Office, Diliman, Quezon City, 1st week of March 2025	pcs.	100	400.00	40,000.00
HIGH PEZ	LFP-NSH P -HIGHPE Z	9	Field Jacket Color: Dark Gray Materials: woven with fabrics, waterproof, windproof, hooded non removable, UV protection, quick drying, ultra light Printing Method: Heatpress Place of Delivery: NSWRRDC-Dalwangan, Malaybalay Bukidnon	pcs.	80	800.00	64,000.00
ALM ED	SEMLUR 2025	10	Polo Shirt Body -premuim polydex, 180 gsm Collar-Cotton; Quality Sew and Printed: Sublimation	pcs.	90	860.00	77,400.00
SCM		- 11					112.000.00
D	RD-COR N	11	Jacket Embroidered logos and other prints Material: Polyester Sleeve Lenth: Long Sleeves Jacket Type: Baseball Jackets Style: Athletic, Street Style Sizes S - 15 M - 31 L - 32 XL - 15 please see attached design	pcs.	93	1,600.00	148,800.00
	RD-REG	12	Tote Bag	pcs.	150	200.00	30,000.00
	ULAR		Size: length-16 inch; width: 13.5 inch Color: Black Printing: Embroidered logo of BSWM Fabric: Canvass				
		13	Drifit Shirt Sage Green (near this shade - HEX Code: (#8ABD91); Sublimation Printing of logos and other prints Sizes: Small - 10 Medium - 20 Large - 25 XL - 25 XXL - 20	pcs.	100	400.00	40,000.00
	MANILA BAY	14	Drifit Shirt Sublimation Printing of logos and other prints *color: Gray/ shade 400 (0xFFBDBDBD) Sizes: S-5 M-10 L-80 XL-20 XXL-5	pcs.	120	400.00	48,000.00

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
		15	Drifit Polo Shirt Sublimation Printing of logos and other prints *color: Khaki (C3B091*) Pique fabric  Sizes: S-10 M-30 L-100 XL-35 XXL-5	pcs.	180	600.00	108,000.00
		16	Tote Bag Size: length-16 inch; width: 13.5 inch Color: Black Printing: Embroidered logo of BSWM and other logo Fabric: Canvass	pcs.	35	200.00	7,000.00
		17	Drifit Shirt Sublimation Printing of logos and other prints color: white  Sizes S-10 M-10 L-80 XL-40 XXL-10	pcs.	150	400.00	60,000.00
		18	Bush hat with embroidered BSWM Logo color: khaki	pcs.	150	500.00	75,000.00
		19	Insulated Tumbler stainless steel internal compartment, 24 oz, black. with silicon boot, paracord handle, and manila bay decal logo white tumbler	pcs.	35	1,000.00	35,000.00
LSD	NSHP	20	Full Sublimation ABFS Long Sleeve Drifit Shirts Specifications: -Long sleeve -Round binder neck front -Polydex, 220 gsm -Fully sublimated, all colours and logos are dyed directly into the fabric to ensure durability and flexibility  Small - 1000 pcs Medium - 1500 pcs Large - 1500 pcs XL - 1000 pcs 2XL - 750 pcs 3XL - 750 pcs	pcs.	8,000	600.00	4,800,000.00
			4XL - 750 pcs				

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
WRM D	RICE-ES SETS	21	BOT Meeting for National SWISA Federation Polo shirt Polyester (100%) short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed embroidered "XXL-2 XL-5 L-20 M-20 S-3" (see attached design for reference) schedule of delivery 2nd week of June 2025	pcs.	50	750.00	37,500.00
		22	Institutional Development Training For The Operation And Maintenance Of Small-Scale Irrigation Projects (SSIPs)-ESETs Polo shirt cotton fabric short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed screen print "XXL-74 XL-111 L-370 M-370 S-185 (see attached design for reference) schedule of delivery "3rd week of February 2025 - 50% of items per size 2nd week of June 2025 -50% of items per size"	pcs.	1,110	500.00	555,000.00
		23	Training on Soil Health Rehabilitation/ Balanced Fertilization Strategy polo shirt cotton fabric short sleeve multi color blue and white "XXL-80 XL-120 L-400 M-400 S-200" * BSWM Logo and SWISA logo: Printed screen print schedule of delivery "3rd week of February 2025 - 50% of items per size 2nd week of June 2025 -50% of items per size"	pcs.	1,200	500.00	600,000.00
		24	Regional and Provincial SWISA Meeting & Location Specific Cropping Pattern and Cropping Tool Canvas Tote Bag with BWM Logo Material: Canvas Textile Texture: Thick quality Dimension: 15 X 13 X 3 inch (H x W x L) With Zipper Print: Sublimation Please see attached design for reference schedule of delivery "last week of March 2025 - 50% of items last week of June 2025 -50% of items"	pcs.	600	300.00	180,000.00

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
	PSS-RIC E	25	Training on the Operation, Maintenance, and Data Utilization of AWS Polo shirt cotton fabric short sleeve with buttons multi color blue and white * BSWM Logo and SWISA logo: Printed screen print "XXL-40 XL-60 L-100 M-100 S-100" (see attached design for reference) schedule of delivery 1st week of March 2025	pcs.	400	500.00	200,000.00
	INS VARIOUS	26	Institutional Development Training For The Operation And Maintenance Of Small-Scale Irrigation Projects (SSIPs ) polo shirt round neck short sleeve multi color black and apple green "XXL-24 XL-36 L-120 M-120 S-60" * BSWM Logo and SWISA logo: Printed screen print (see attached design for reference)	pcs.	360	500.00	180,000.00
SWR RD	NSHP- BioSMS	27	polo shirt, 24 counts CVC pique (honeycomb cotton)  White and brown combination (see attached design)  With embroidered logo at the upper left chest  30 pcs Small - 19 inches x 27 inches (+/- 0.5" on length and width tolerance)  60 pcs Medium - 20 inches x 28 inches (+/- 0.5" on length and width tolerance)  50 pcs Large - 21 inches x 29 inches (+/- 0.5" on length and width tolerance)  20 pcs XL - 22 inches x 30 inches (+/- 0.5" on length and width tolerance)  10 pcs XXL - 23 inches x 31 inches (+/- 0.5" on length and width tolerance)	рс	170	600.00	102,000.00
SWR RD	PAEF NRP Continuin g	28	Polo Shirt Materials: 40% Polyester, 60% Cotton Features: Wrinkle and shrink resistant; 2 buttons placket; flat knit collar; self-fabrics cuffs Sleeve Style: Short Sleeve Color: Tea ( shades of green) Sizes: XS,S,M,L, XL,2XL Attached: Designs/Layout DA-BSWM logo and theme logo printed (front) Text print (back)	pcs	800	650.00	520,000.00

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
SWR RD	PAEF NRP Continuin g	29	Bucket Hat Materials: Cotton; polyester; nylon Features: Short downward sloping brim that circles the crown, casuals and easy to wear (BSWM and theme logo printed) Color: Mocha and Black Attached: Designs/Layout	pcs	120	250.00	30,000.00
SWR RD	PAEF NRP Continuin g	30	Tote Bag Materials: Burlap 100% pure natural jute fabrics Features: Eco-friendly for bag handle should be made of cotton mesh color black (handle 16 cm) Material; Burlap 100% pure natural jute fabrics color printing: Direct to print Color: Brown (body); Cream (outside pocket) Size: Small Attached: Designs/Layout	pcs	120	350.00	42,000.00
WRM D	ESETS Rice Continuin g	31	To be delivered on or before May 5, 2025  Corporate Jacket - with Department of Agriculture logo - 50 pcs - with DA-BSWM logo - 100 pcs Specifications: "Lining Material: Cotton Material:Polyester Color: Black Thickness:Standard Closure Type:Zipper Collar:Turn-Down Collar Clothing Length:Regular Logo: embroidered"  See attached design for reference	pcs	150	1,500.00	225,000.00
WRM D	ESETS Rice Continuin g	32	Jacket Material: 100% nylon, 100% polyester, synthetics Length: Longsleeve Color: Black Cut: Hooded Logo and text design: BSWM logo and CSOp	pcs	50	900.00	45,000.00
SSD	ESETS Rice Continuin g	32	Canvas Tote Bag with BSWM logo Material: Canvas Textile Texture: Thick Quality Dimensions: 15 x 13 x 3 inch (H x W x L) With Zipper Print: Sublimation Delivery Date: June 9-13, 2025  Terms and conditions: 1. The promotional materials must be delivered on or before the scheduled date of delivery 2. Prior to production,a sample must be presented to the end user for review, allowing for feedback and minor adjustments if necessary. 3. Defective or non-compliant items will be subject to rejection and must be replaced at no additional cost. 4. Payment processing will only commence upon acceptance of all materials in good condition.	рс	170	540.00	91,800.00

ENDU SER	FUND SOURCE	Item No.	DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
CPIT		34	Jacket (CPIT) Color: Navy Blue #000080 Material: 90% nylon 6, 10% spadex Knit bomber collar Zipper Front Long sleeve Concealed button pocket on inside Front Design "Print type: Digital Embroidery, Logo: BSWM Width: 4 inches Height: 4 inches" Back Design "Upper Part Compost Production Implementation Team Lower Part Compost all your waste and bring them back to the soil Digital Embroidery: Font Size: 2cm Font Style: Times New Roman Color: White "	рс	142	1,000.00	142,000.00
CPIT		35	Full Sublimation Long Sleeve Drifit Shirts Specifications: -Long Sleeve -Round binder neck front -Polydex, 220 gsm -Fully sublimated, all colors and logos are dyed directly into the fabric to ensure durability and flexibility	рс	1100	600.00	660,000.00

# 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:

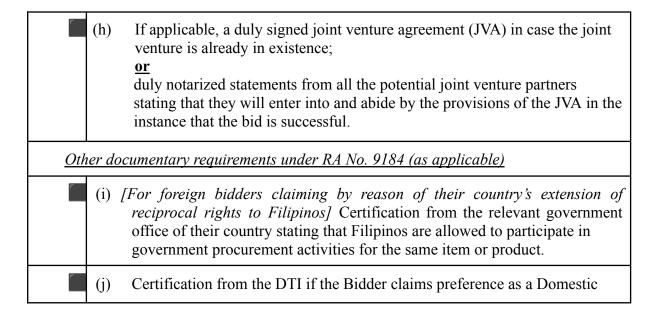
GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

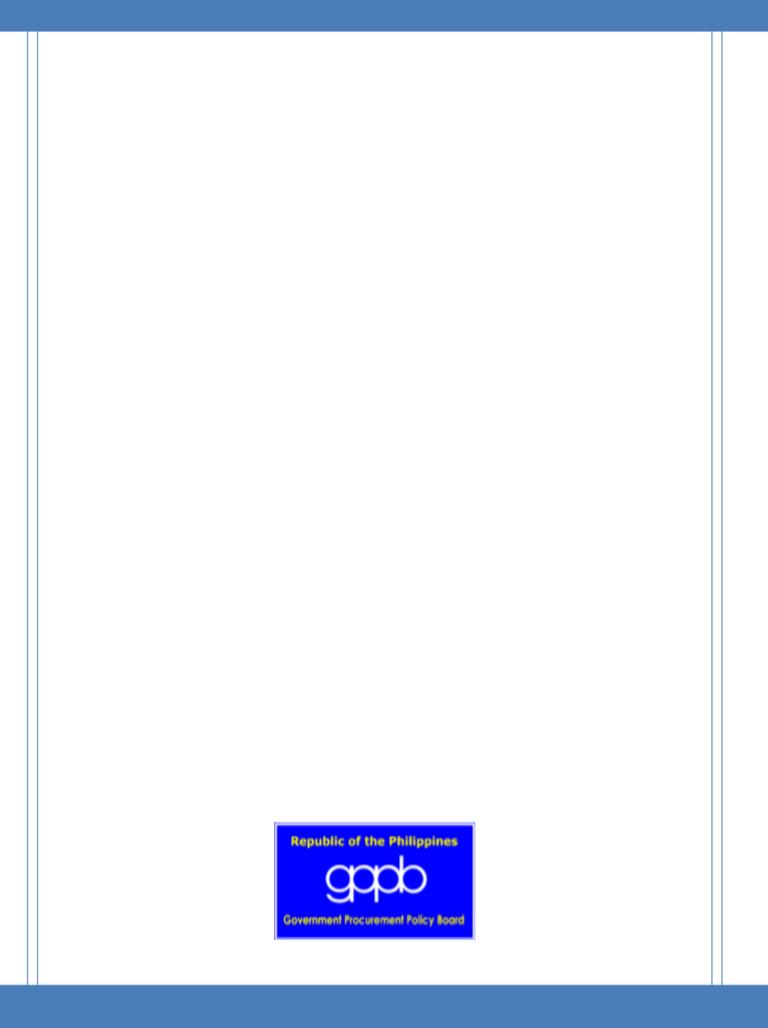
The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# **Checklist of Technical and Financial Documents**

I. TECH	INICAL COMPONENT ENVELOPE
	Class "A" Documents
<u>Legal</u>	<u>Documents</u>
(8	a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Techn</u>	ical Documents
(1	o) 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
	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
(d	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  or Original copy of Notarized Bid Securing Declaration; and
(e	) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
(1	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.
<u>Finan</u>	cial Documents
3)	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



		Bidder or Domestic Entity.
FINAN	CIA	L COMPONENT ENVELOPE
	(a)	Original of duly signed and accomplished Financial Bid Form; and
	(b)	Original of duly signed and accomplished Price Schedule(s).



# Annex A: Bid Securing Declaration Form

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

REPUBLIC OF TH	E PHILIPPINES)
CITY OF	) S.S

#### BID SECURING DECLARATION

## Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 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.
- I/We shall furnish the required performance security within ten (10) calendar days in/ Case of receipt of Notice of Award (pursuant to GPPB Circular No. 04-2020 and GPPB Resolution No. 16-2020).
- 3. 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.
- 4. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
- Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my	y/our hand/s thisday
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]

# REFERENCE: GPPB RESOLUTION NO. 16-2020 / GPPB CIRCULAR NO. 04-2020

# Download from: https://www.gppb.gov.ph/downloadables.php

1 2 3 4 5 6 7 8 9	For Goods Offered from Abroad									
Description   Country   Quantity   Unit price GIF port of entry (specify port) or CIP named place (specify border point or place of destination)   Country (specify border point or place or place of destination)   Country (specify border point or place or pla	Name of Bidder Project ID No Page of									
of origin   port of entry (specify port) or CIP ramed place (specify border point or place of destination)   port of entry (specify border point or place of destination)   port of entry (col. 4 x 5)   port of entry (col. 4 x 6)   port of entry (col	1	2	3	4	5	6	7	8	9	
egal Capacity:	Item	Description		Quantity	port of entry (specify port) or CIP named place (specify border point or place of	or CIP price per item	Delivered Duty Unpaid	Delivered Duty Paid	delivered DDP	
egal Capacity:										
egal Capacity:										
egal Capacity:										
uly authorized to sign the Bid for and behalf of:	ignati	ure:								
	uly a	uthorized to	sign the	e Bid for	and behalf of:					

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

# For Goods Offered from Within the Philippines

Name	e of Bidder				Proje	ct ID No		Page _	of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract Is awarded, per item	Cost of Incidental Services, if applicable, per Item	Total Price, per unit (col 5+6+7+ 8)	Total Price delivered Final Destination (col 9) x (col 4)
	e:								

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]

## 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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 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.:
  - 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
  - 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:

- Performance Security;
- Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB</u> 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.
- 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.

 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]

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

## Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF TH	E PHILIPPINES	)
CITY/MUNICIPALI	TY OF	S.S

#### AFFIDAVIT

- [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];

[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;
- 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;
- [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

GPPB Resolution No. 16-2020, dated 16 September 2020

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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
- [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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,	ı	have	hereunto	set	my	hand	this	_	day	of	 20	at
		, Philippines.												

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

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

# Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any
  procurement contract with any procuring entity for a period of one (1) year for the first
  offense, or two (2) years for the second offense, upon receipt of your Blacklisting
  Order if I/We have violated my/our obligations under the Contract;
- I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

## [Jurat]

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

# **SAMPLE FORMS**

Business Addres				Bidders Ro	ole	a.	Date Awarded	% of Accor	nplishment	
Name of Contract/ Project Cost	a. b. c.	Address	Nature of Work	Description	%	b. c.	Date Started Date of Completion	Planned	Actual	Value of Outstanding Works / Undelivered Portion
Government	Ŧ					F	Completion			
						Ė				
Private_										
	+					╀				
	_				_	_		Total Cost		
Submitted by: Designation: Date:		:(Pri	nted Name	and Signature)						

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidders Role		a. Date Awarded	
			Description	%	b. Date Started c. Date of Completion	Value of Works
				1		
	g documents shall be	presented for	verification of th	e above	Total	
statement during Po	ost-Qualification:				Total	
statement during Po Notice of Awa Copy of actua	ost-Qualification: ard OR Notice to Proceed al contract OR its equivale	issued by the End	d user OR its equiv		Total	
statement during Po Notice of Awa Copy of actua	ost-Qualification: ard OR Notice to Proceed	issued by the End	d user OR its equiv		Total	
statement during Po Notice of Awa Copy of actua Certificate of	ost-Qualification: ard OR Notice to Proceed al contract OR its equivale	issued by the End	d user OR its equiv		Total	
statement during Po Notice of Awa Copy of actua	ost-Qualification: ard OR Notice to Proceed al contract OR its equivale Completion OR End-user	issued by the End nt; and s Acceptance OR	d user OR its equiv		Total	
statement during Po Notice of Awa Copy of actua Certificate of	ost-Qualification: ard OR Notice to Proceed al contract OR its equivale Completion OR End-user	issued by the End	d user OR its equiv		Total	

# Sealing and Marking of Bid:

