

# **Bureau of Soils and Water Management PHILIPPINE BIDDING DOCUMENTS** (As Harmonized with Development Partners)

# SUPPLY AND DELIVERY OF BSWM PROMOTIONAL MATERIALSFOR CY 2022

# **IB NO: BSWM-2022-00-008**

Date issued November 2021

# **PHILIPPINE BIDDING DOCUMENTS**

# Procurement of GOODS

Government of the Republic of the Philippines

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## 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.

## 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.



Republic of the Philippines Department of Agriculture **BUREAU OF SOILS AND WATER MANAGEMENT** SRDC Bldg., Elliptical Road corner Visayas Avenue, Diliman, Quezon City

## INVITATION TO BID FOR SUPPLY AND DELIVERY OF BSWM PROMOTIONAL MATERIALS FOR CY 2022 (IB No.: BSWM 2022-00-008)

- The <u>Bureau of Soils and Water Management</u>, through the <u>National Expenditure</u> <u>Program for CY 2022</u>intends to apply the sum of <u>Three Million Fifty-four</u> <u>Thousand and Five Hundred Pesos (PhP 3,054,500.00)</u> being the ABC to payments under the contract for <u>Supply and Delivery of BSWM Promotional Materials for CY</u> <u>2022 (IB No. BSWM 2022-00-008)</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The <u>Bureau of Soils and Water Management</u> now invites bids for the above Procurement Project.Delivery of the Goods is required <u>at least sixty calendar days after final approval of sample (final sample shall be provided at least 30 calendar days after receipt of Notice to Proceed).</u> Bidders should have completed, within <u>two consecutive years</u> from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- 4. Prospective Bidders may obtain further information from <u>Bureau of Soils and Water</u> <u>Management</u> and inspect the Bidding Documents at the address given below during<u>Monday to Friday – 8:00AM to 5:00PM</u>.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on <u>November 13, 2021</u> from the given address and website belowand upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>PhP 4,000.00</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the feesin person if paid through BSWM Cashier; or through facsimile or electronic means if paid through bank to bank transaction.

- 6. The *Bureau of Soils and Water Management* will hold a *Pre-Bid Conference<sup>1</sup>* onNovember 23, 2021, 9:30AM at BSWM Convention Hall andthrough video conferencing or webcasting via ZOOM, which shall beopen to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through <u>manual submission</u> at the office address indicated below, <u>on or beforeDecember 7, 2021 9:00AM</u>. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. <u>Bid opening shall be on December 7, 2021, 9:30AM</u> at the given address below and viaZoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The above-mentioned schedules can be subject to change due to the Community Quarantine enforced by the government in line with the COVID-19 pandemic. Please refer to the BSWM PhilGEPS posting and BSWM Procurement Service Facebook Page for updates.

Bidder's representative is allowed during Pre-bid Conference and Opening of Bids via Zoom. Company Identification Card and Authorization Letter from the Head of the Company shall be presented.

- 11. The <u>Bureau of Soils and Water Management</u> 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 Sections35.6 and 41 of the2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to: BIDS AND AWARDS COMMITTEE SECRETARIAT'S OFFICE 2<sup>ND</sup> FLOOR, SRDC BLDG., VISAYAS AVE. COR. ELLIPTICAL ROAD, DILIMAN, QUEZON CITY TELEFAX NUMBER: +63-2-8352-8012 EMAIL ADDRESS: bswm.bacsec@gmail.com WEBSITE: www.bswm.gov.phor BSWM Procurement Service Facebook Page
- 13. You may visit the following websites: For downloading of Bidding Documents: www.bswm.gov.ph /
   BSWM Procurement Service Facebook Page

November 11, 2021

(SGD) JOSE D. MANGUERRA VICE CHAIRPERSON BIDS AND AWARDS COMMITTEE

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

### 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, <u>Bureau of Soils and Water Management</u>wishes to receive Bids for the <u>Supply and Delivery of BSWM Promotional Materials for CY 2022</u>with identification number <u>IB No. BSWM 2022-00-008.</u>

The Procurement Project (referred to herein as "Project") is composed of <u>*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 <u>CY 2022</u> in the amount of <u>Three Million Fifty-four Thousand and Five Hundred Pesos (PhP</u> <u>3,054,500.00)</u>
- 2.2. The source of funding is:

#### NGA, the National Expenditure Program

#### **3.** Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

#### [Select one, delete the other/s]

- 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: [Select either failure or monopoly of bidding based on market research conducted]
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five* percent (25%) in the case of non-expendable supplies of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 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 and through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause5.3 should have been completed within *twoconsecutive years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the

Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

#### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:

Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 Calendar Days from Opening of Bids.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15.** Sealing and Marking of Bids

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

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

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

#### **16.** Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

 $<sup>^2</sup>$  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.

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

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

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

#### **18.** Domestic Preference

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

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

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

# <u>Option 1 – One Project having several items that shall be awarded as one contract.</u>

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

#### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

## Notes on the Bid Data Sheet

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

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

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

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

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Contract for Supply and Delivery of Promotional Materials
	b. completed within <i>twoconsecutive years</i> prior to the deadline for the submission and receipt of bids.
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 <i>not less thantwo percent (2%) of ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of <i>not less thanfive percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	Supply and Delivery of BSWM Promotional Materials for CY 2022 (IB No. BSWM 2022-00-008)
	ABC: <u>Three Million Fifty-four Thousand and Five Hundred Pesos (PhP</u> <u>3,054,500.00)</u>
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 ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

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

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

#### 5. Warranty

- 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:

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

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

#### GCC Clause 1 [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract: ] **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with **INCOTERMS.**" [For Goods supplied from within the Philippines, state:] "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 End-User Representative, Authorized Property Management Unit Personnel, Inspection Committee Member Supplier shall coordinate with the End-user for final schedule of delivery of services within 7 calendar days from receipt of Notice to Proceed and with the Procurement Management Section prior to initial delivery. 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. performance or supervision of on-site assembly and/or start-up of the a. supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods;

## **Special Conditions of Contract**

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
<ul> <li>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.</li> <li>f. [Specify additional incidental service requirements, as needed.]</li> </ul>
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 <i>One Year</i> .
Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>Seven Calendar Days</i> 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 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.
	other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	[If partial payment is allowed, state] The terms of payment shall be as follows: Upon complete delivery of items per submission of all documents required by government accounting rules.
4	The inspections and tests that will be conducted are: <i>Inspection per conformity and compliance to technical specifications</i> .

# Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Promotional Materials for CY 2022	1	lot	Sixty calendar days after approval of final sample.
				Final sample shall be provided within thirty calendar days after receipt of Notice to Proceed.
				Note: Supplier shall coordinate with the End-user for final schedule of delivery of services within 7 calendar days from receipt of Notice to Proceed and with the Procurement Management Section prior to initial
				delivery.

# 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
individ parame be sup Eviden uncona sample by evia render stateme during regard	rs must state here either "Comply" ual parameters of each Specification eter of the equipment offered. Statement ported by evidence in a Bidders Bid ce shall be in the form of manufa litional statements of specification and s, independent test data etc., as approp lence or is subsequently found to be con the Bid under evaluation liable for reje ent of compliance or the supporting e Bid evaluation, post-qualification or ed as fraudulent and render the Bidder applicable laws and issuances.]	stating the and cross- acturer's un compliance priate. A sta utradicted by ection. A sta vidence that the executi	correspond ply" or "N referenced i-amended issued by i tement that y the eviden tement eith t is found i on of the	ling performance lot Comply" must to that evidence. sales literature, the manufacturer, t is not supported ace presented will her in the Bidder's to be false either Contract may be
	Promotional Materials for CY 2022			
1	Training/Seminar Notebook for	510	pcs	
1	various trainings, seminars and	510	pes	
	workshops of WRMD for CY 2022			
	Customized Notebook			
	Hardbound notebook			
	No. of leaves: 40 leaves minimum			
	Notebook Cover: Cardboard			
	(Glossy; color white with design and			
	BSWM logo)			
	Notebook paper quality: 70 gsm			
	Dimension: 148mm x 200mm			
2	Training/Seminar Notebook for	1870	pcs	
	various trainings, seminars and			
	workshops of WRMD for CY 2022			
	Customized Notebook			
	Hardbound notebook			
	No. of leaves: 40 leaves minimum			
	Notebook Cover: Cardboard			
	(Glossy; color white with design and			
	BSWM logo)			
	Notebook paper quality: 70 gsm			
	Dimension: 148mm x 200mm			
3	Outdoor Sun Cap Hat with Neck	70	pcs	
	Flap			
	with printed BSWM logo			
	Description:			
	* Material: 100% high quality nylon			
	* 360°Protection: UPF 50+ wide			
	brim hat with face			
	& neck flaps (flaps are removable)			
	* Breathable Mesh Design: Both			

	sides of hats are	, 		
	made of breathable mesh panels			
	* Lightweight & Packable: Rolled			
	0 0			
	up * Washable & Quick-drying			
	* Windproof & Waterproof: Hat is	. <u></u>		
	with adjusting buckle			
	and adjustable chin strap, and			
	waterproof material			
	* Multiple Ways of Wearing: You			
	can wear it as general			
	<u> </u>			
	hat, windproof hat, neck protection hat,			
	all round protection hat			
	Specifications:			
	* Size: One Size			
	* Material: Nylon			
	* Pattern: Solid			
	* Features: 3 in 1			
	* Style: Bucket Hat			
	* Color : Grey			
	* BSWM Logo: Printed (3cm x			
	3.5cm)	70	•	
4	Half-finger Ice Silk Sun Protection	70	pair	
	Arm Sleeves			
	with printed BSWM logo			
	Description:			
	*Fingerless design			
	*Quick-drying and breathable			
	*Icy sunscreen			
	*With Palm anti-skid			
	Features:			
	* Material: Ice silk			
	* Color: Dark Blue/ Black/ Grey			
	* Weight: 50 g			
	* Function: Sun protection			
	* Size: One size fits all			
	* BSWM Logo: Printed (3cm x			
	3.5cm)	- ^		
5	Multifunctional Conference	70	pcs	
	Document Organizer			
	Bag with printed BSWM logo			
	* Material: Ant Cloth			
	* Package External Structure: with			
	front pocket and			
	side handle			
	* Package Internal Structure:			
	Certificate Bag			
	* Internal Structure of the Pocket:			
	Photo Slot, Bill Holder			
	Card Slot, Passport Slot, Change			

	Slot ID Slot			
	Slot, ID Slot,         Check Slot, Passbook Slot			
	* Opening Method: Zipper			
	* Wallet Fold: 2-Fold			
	* Bag Shape: Vertical Square			
	* Hardness: Medium			
	* Pattern: Solid Color			
	* Applicable Gender: Unisex			
	* Popular Elements: Simple and			
	Modern			
	* Size: 35.5 x 3 x 26cm			
	* BSWM Logo: Printed (3cm x			
6	3.5cm)	70		
6	Compact Microfiber Towel with	70	pcs	
	embroidered			
	BSWM logo			
	* Very handy, ultra-compact and			
	highly absorbent microfibre towel			
	* Material: Microfiber			
	* Main fabric : 88.0% Polyester			
	(PES),			
	12.0% Polyamide (PA)			
	* Size: Large 80 x 130 cm			
	COIOI. FIIIK/LIgitt			
	Pink/Blue/Orange/Black/			
	Aqua Green/Jungle Green/Dark Yellow/Neon Yellow			
	* BSWM Logo: Embroidered (3cm x 3.5cm)			
7	· · · · · · · · · · · · · · · · · · ·	70	<b>n</b> 00	
/	Double Layer Gadget Storage Bag with printed	70	pcs	
	BSWM logo			
-	*Waterproof, wearable and easy to			
	clean.			
	*Can be repeated cleaning, easy to			
	dry			
	*Portable and comfortable, great for			
	carry alone			
	or put into a large bag			
	*Multi-grid design, combined parts,			
	insulation mesh			
	bag, anti-scratch, partition can be			
	divided freely			
	*Material: Cationic Fabric			
	Waterproof			
	*Dimension: 28cmx 21cmx 9cm			
	*Colors:			
	Purple/Blue/Grey/Black/Red/Dark			
	blue			
	* BSWM Logo: Printed (3cm x			
L				1

Polo LongsleeveSpecifictionwith embroided BSWM and SWISALogoCotton TextileColor : Neon OrangeSizeSmall-50Medium-100Large -70Extra Large -30Compact Microfiber Towel withembroideredBSWM logo* Very handy, ultra-compact and	250	pcs	
Specifictionwith embroided BSWM and SWISALogoCotton TextileColor : Neon OrangeSizeSmall-50Medium-100Large -70Extra Large -30Compact Microfiber Towel withembroideredBSWM logo	70	pcs	
LogoCotton TextileColor : Neon OrangeSizeSmall-50Medium-100Large -70Extra Large -30Compact Microfiber Towel with embroideredBSWM logo	70	pcs	
Cotton TextileColor : Neon OrangeSizeSmall-50Medium-100Large -70Extra Large -30Compact Microfiber Towel with embroideredBSWM logo	70	pcs	
Cotton TextileColor : Neon OrangeSizeSmall-50Medium-100Large -70Extra Large -30Compact Microfiber Towel with embroideredBSWM logo	70	pcs	
Size Small-50 Medium-100 Large -70 Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Size Small-50 Medium-100 Large -70 Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Medium-100 Large -70 Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Large -70 Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Extra Large -30 Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
Compact Microfiber Towel with embroidered BSWM logo	70	pcs	
embroidered BSWM logo		1	
5 57 1			
highly			
absorbent microfibre towel			
* Material: Microfiber			
* Main fabric : 88.0% Polyester			
* Color: Blue			
* BSWM Logo: Embroidered (3cm			
x 3.5cm)			
Umbrella Rain or Shine with	70	pcs	
BSWM logo		1	
*J-dotted Automatic handle			
*pongee canopy with piping, with			
* Color : Blue			
	1800	pcs	
Specifiction		•	
*with embroided BSWM and			
SWISA Logo			
*Cotton Textile			
*Color : Light Blue			
Size			
Small=300			
Medium -800			
Large - 600			
Promotional Materials Jacket	75	pcs	
		T	
* •			
with various color based on the			
	absorbent microfibre towel * Material: Microfiber * Main fabric : 88.0% Polyester (PES), 12.0% Polyamide (PA) * Size: Large 80 x 130 cm * Color: Blue * BSWM Logo: Embroidered (3cm x 3.5cm) Umbrella Rain or Shine with BSWM logo *Length : 37 inch *J-dotted Automatic handle *pongee canopy with piping, with spring *Fiberglass ribs & Black coated post * Color : Blue * BSWM Logo (Heat press) Polo Longsleeve Specifiction *with embroided BSWM and SWISA Logo *Cotton Textile *Color : Light Blue Size Small =300 Medium -800 Large - 600 Extra Large -100 Promotional Materials Jacket <i>Specification:</i> Color: Light Green	absorbent microfibre towel* Material: Microfiber* Main fabric : 88.0% Polyester (PES),12.0% Polyamide (PA)* Size: Large 80 x 130 cm* Color: Blue* BSWM Logo: Embroidered (3cm x 3.5cm)Umbrella Rain or Shine with BSWM logo*Length : 37 inch*J-dotted Automatic handle*pongee canopy with piping, with spring*Fiberglass ribs & Black coated post* Color: Blue* BSWM Logo (Heat press)Polo Longsleeve1800Specifiction*with embroided BSWM and SWISA Logo*Cotor : Light BlueSizeSmall =300Medium -800Large - 600Extra Large -100Promotional Materials Jacket75Specification: Color: Light Green with various color based on the	absorbent microfibre towel* Material: Microfiber* Main fabric : 88.0% Polyester (PES),12.0% Polyamide (PA)* Size: Large 80 x 130 cm* Color: Blue* BSWM Logo: Embroidered (3cm x 3.5cm)Umbrella Rain or Shine with SSWM logo*Length : 37 inch*J-dotted Automatic handle*pongee canopy with piping, with spring*Fiberglass ribs & Black coated post* Color : Blue* BSWM Logo (Heat press)Polo LongsleevePolo LongsleeveSpecifiction*with embroided BSWM and SVISA Logo*Cotor : Light BlueSizeSmall = 300Medium -800Large - 100Promotional Materials Jacket75pcsSpecification: Color: Light Green with various color based on the

Fabrics: 100 % PolyesterSizes: Assorted sizes			
IMPORTANT NOTE:			
1 0			
<i>y</i>	600	ncs	
	000	pes	
1 5			
	200		
,	200	pcs	
1			
*			
	160	pc	
	160	pc	
• •			
	160	pc	
· · · · · · · · · · · · · · · · · · ·			
<u> </u>	135	pcs	
Specifications:			
-with design (please see attached			
photo)			
-Cotton Textile			
- Color: Royal Blue			
- Sizes:			
Small - 20			
Medium - 50			
Large - 40			
Extra Large - 20			
2XL - 5			
	100	pcs	
<u> </u>	~ ~	r	
accessories			
	* Item must be completely delivered by June 2022 Promotional Materials Polo Shirt Specifications Color: White and Black (combination) with various color based on the design attached Fabrics: Cotton Sizes: Assorted sizes <i>IMPORTANT NOTE:</i> * Item must be completely delivered on 2nd Week of February 2022 DRAWSTRING BAG, water repellant, maroon color • Main Compartment: 13.8in*17in; Front pocket: 13.8in*14 in • Rip stop honey comb • with diamond rip stop lining • zipper zigzag • with 2 slider and jumbo drawstring Eco bag with handle, XL:14x18x5in, multicolored, with printed logo of Manila Bayanihan and BSWM Spring Notebook, A5 size, 80 leaves, 70gsm, waterproof cover, with printed logo of Manila Bayanihan and BSWM Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM Round Neck Longsleeve Specifications: -with design (please see attached photo) -Cotton Textile - Color: Royal Blue - Sizes: Small - 20 Medium - 50 Large - 40 Extra Large - 20	* Item must be completely delivered by June 2022 Promotional Materials Polo Shirt 600 Specifications Color: White and Black (combination) with various color based on the design attached Fabrics: Cotton Sizes: Assorted sizes <i>IMPORTANT NOTE:</i> * Item must be completely delivered on 2nd Week of February 2022 DRAWSTRING BAG, water 200 repellant, maroon color • Main Compartment: 13.8in*17in; Front pocket: 13.8in*14 in • Rip stop honey comb • with diamond rip stop lining • zipper zigzag • with 2 slider and jumbo drawstring Eco bag with handle, XL:14x18x5in, multicolored, with printed logo of Manila Bayanihan and BSWM Spring Notebook, A5 size, 80 leaves, 70gsm, waterproof cover, with printed logo of Manila Bayanihan and BSWM Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM Round Neck Longsleeve 1355 Specifications: -with design (please see attached photo) -Cotton Textile - Color: Royal Blue - Sizes: Small - 20 Medium - 50 Large - 40 Extra Large - 20 2XL - 5 Drawstring bagpack 100	* Item must be completely delivered by June 2022

	Length: 14 inches and Height: 18			
	inches			
	Material: Nylon with mesh			
	With print of the BSWM logo			
20	Tote Bag	150	pcs	
	Size: 13.5 x 16 inches		-	
	Material: Oxford Cloth			
-	Color: Black			
-	With Base			
	Print Type: Sublimation Print			
	Print Size: A4 maximum size			
21	T-shirt	150	pcs	
	Sizes: XS 25 pcs; Small 25pcs;			
	Medium 25 pcs; Large 50 pcs; XL			
	25 pcs			
	Color: Royal Blue			
	Material: 100% Cotton			
	Print: Sublimation			
22	Polycanvas Bag	150	pcs	
	Size: H:15" x W:13" (260GSM)		<b>A</b>	
	1 Side print			
	Print: Sublimation			
23	Custom Design Facemask	150	pcs	
	2Ply Neoprene Fabric		I	
	Print: Full Sublimation			
	To be delivered one (1) month or			
	after the awarded			
24	Polo shirt	400	pcs	
	Material: honeycomb/dri-fit		1	
	Color: Maroon			
	Print type: Digital Embroidery, DA-			
	BSWM and DA-NOAP logos			
	Width: 4 inches			
	Height: 2 inches			
	Number of Colors: Multiple			
	S- 75			
	M- 100			
	L- 100			
	XL- 75			
	2XL- 50			
25	Jacket	400	pcs	
	-reversible design			
	-with hood			
	-comes with a stopper on the outside			
	of the hood			
	Material: polyester (face),			
	polyester/cotton (back)			
	Front Design			
	Front Design			
	Print type: Digital Embroidery, DA-			

	BSWM and DA-NOAP logos Width: 4 inches Height: 2 inches			
	Number of Colors: Multiple			
	Back Design Digital Embroidery: Organic Agriculture Program Font Size: 1 inch			
	S- 75 M- 100			
	L- 100 XL- 75 2XL- 50			
26	Bucket hat -adjustable -unisex -free size	400	Pcs	
	-reversible Material: thick cotton and polyester			
27	fabric Longsleeves Shirt	150		
21	-plain -unisex Color: Apple Green/Seafoam Material: cotton	150	pcs	
	Design: DA-BSWM and DA-NOAP logos Width: 4 inches Height: 2 inches			
	Number of Colors: Multiple Size: S- 20			
	M- 45 L- 45 XL- 20 2XL- 20			
28	Canvas Tote Bag -thick -with strap	400	pcs	
	Color: navy blue Measurement: 16"x14"x3"			
	Design: DA-BSWM and DA-NOAP logos			
	Coordination with End-user for final shall be provided within 30 calendar NTP.	-	-	
15	Compliance with Section VI. Schedule	e of Require	ment	

16	Price Schedule shall be accomplished per line/item	
16	Delivery at BSWM Quezon City	

## Name and Signature of Authorized Representative

**Company Name** 

Date Signed

# Section VIII. Checklist of Technical and Financial Documents

## Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

# **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents

## Legal Documents

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

and

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

## Technical Documents

- □ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- □ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- □ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (i) Original duly signed Omnibus Sworn Statement (OSS);
   and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

## Financial Documents

- □ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- □ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
  - <u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu

of its NFCC computation.

## Class "B" Documents

 $\Box$  (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

- $\Box$  (m) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
- $\Box$  (n) Original of duly signed and accomplished Price Schedule(s).

## Other documentary requirements under RA No. 9184 (as applicable)

- □ (o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- □ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



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

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

	Bid Form for the Procureme [shall be submitted with the
Date :	BID FORM Project Identificati
	o: [name and address of Procuring Entity]
e receipt of which is hereby duly liver/perform] [description of the I Bid amount in words and figures] or computational errors, and other tached herewith and made part of uch as, but not limited to: [specify come tax, (iii) local taxes, and (iv)	Having examined the Philippine Bidding D Supplemental or Bid Bulletin Numbers [insert numbers], acknowledged, we, the undersigned, offer to [supply/d Goods] in conformity with the said PBDs for the sum of [to or the total calculated bid price, as evaluated and corrected bid modifications in accordance with the Price Schedules his Bid. The total bid price includes the cost of all taxes, he applicable taxes, e.g. (i) value added tax (VAT), (ii) in other fiscal levies and duties], which are itemized herein of
	If our Bid is accepted, we undertake:
· · ·	<ul> <li>a. to deliver the goods in accordance with the deliver of Requirements of the Philippine Bidding Doct</li> </ul>
ounts, and within the times prescribed	<ul> <li>b. to provide a performance security in the form, a in the PBDs;</li> </ul>
	<li>c. to abide by the Bid Validity Period specified in upon us at any time before the expiration of that</li>
by us to agents relating to this Bid,	[Insert this paragraph if Foreign-Assisted Project v Commissions or gratuities, if any, paid or to be paid and to contract execution if we are awarded the contract,
	Name and address Amount and Purpose of of agentCurrencyCommission or gratuity
-	
-	if none, state "None") ]
	Until a formal Contract is prepared and executed, acceptance thereof and your Notice of Award, shall be bir
Lowest Calculated Bid or any Bid	We understand that you are not bound to accept th you may receive.
ity requirements pursuant to the	We certify/confirm that we comply with the eligi PBDs.
ehalf of [name of the bidder] as	The undersigned is authorized to submit the bid on evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

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			For G	oods Offered	from Ab	oroad		
ame	of Bidder	-			Project I	D No	Page	of
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per Item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
ame					<b></b>		2 <u>.</u>	<u> </u>
	-							
gnat	ure:							
ily a	uthorized to	o sign th	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

ame	e of Blader		15 25		Proje	CUD NO		Page _	_01
1	2	3	4	5	6	7	8	9	10
tem	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)
egal	912	:							
1	iture: authorized								

## Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

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## 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.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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 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:

[Insert Procuring Entity]

for:

[Insert Name of Supplier]

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

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## Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

#### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>by itself or by relation,</u> <u>membership, association, affiliation, or controlling interest with another blacklisted</u> <u>person or entity as defined and provided for in the Uniform Guidelines on</u> <u>Blacklisting;</u>
- 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

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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:
  - a. Carefully examining all of the Bidding Documents;
  - b. 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, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_\_ at \_\_\_\_, Philippines.

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

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

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## Performance Securing Declaration (Revised)

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

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

#### PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years <u>for the second offense</u>, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 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

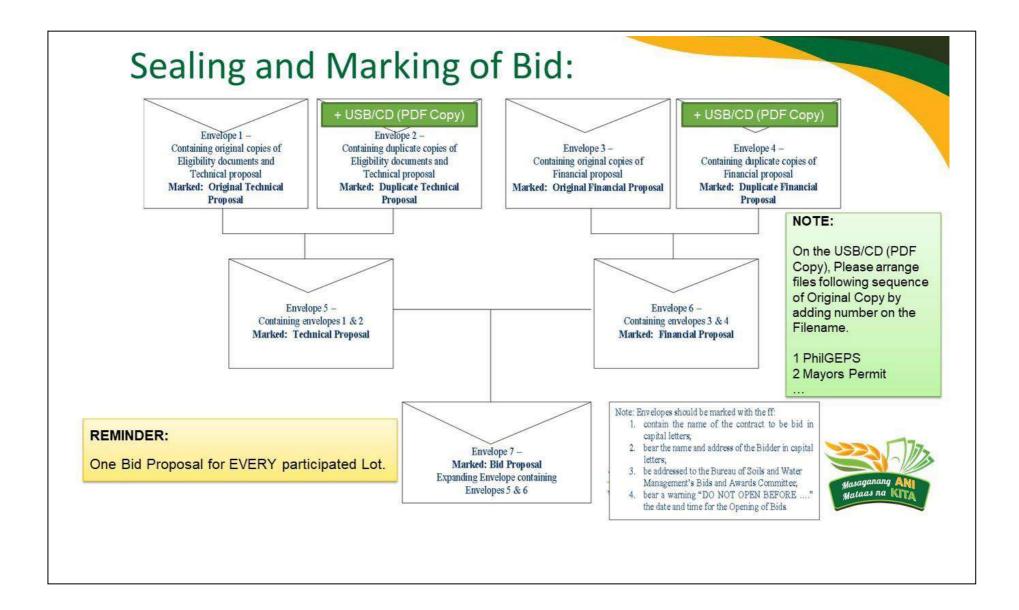
[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

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Business Name: Business Addres	<u> </u>								
			Bidders Ro	ole	a.	Date Awarded	% of Accor	nplishment	
Name of Contract/ Project Cost	 Owner's Name Address Telephone Nos.	Nature of Work	Description	%	b. c.	Date Started Date of Completion	Planned	Actual	Value of Outstanding Works / Undelivered Portion
Government									
					+				
Drivete									
Private					+				
							Total Cost		
							TOTALCOST		
Submitted by:	:(Dri	ntod Nama	and Cignoture)			_			
Designation:	(PII	nieu name	and Signature)						
Date:						_			

	a. Owner's Name	Nature of	Bidders Ro	le	a. Date Awarded	
Name of Contract/ Project Cost	b. Address c. Telephone Nos.	Work	Description	%	b. Date Started c. Date of Completion	Value of Works
statement during Po Notice of Awar Copy of actual	documents shall be st-Qualification: d OR Notice to Proceed i contract OR its equivaler completion OR End-user's	issued by the En nt; and	nd user OR its equiva		Total	
Submitted by:	(Drinted N	and Circuit				
Submitted by:	:(Printed Na	ame and Signatu	ıre)			
Submitted by: Designation:	:(Printed Na	ame and Signatu	ıre)			



## **Cost Estimate**

TEM No.	PR	END USER	FUND SOURCE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
				PROMOTIONAL MATERIALS FOR CY 2022	12-01-201			3,054,500.00
1	194	WRMD	INS Various	Training/Seminar Notebook for	510	pes	50.00	25,500.00
				various trainings, seminars and		-		
				workshops of WRMD for CY 2022				
			-	Customized Notebook		-	-	
-		3	-	Hardbound notebook		-		
		-	-	No. of leaves: 40 leaves minimum Notebook Cover: Cardboard (Glossy; color white		-		
				with design and BSWM logo)				
				Notebook paper quality: 70 gsm		-		
				Dimension: 148mm x 200mm		-	1	
2			Rice ESETS	Training/Seminar Notebook for	1870	pes	50.00	93,500.00
		1	1400 20210	various trainings, seminars and	1010	Peo		
	-	-		workshops of WRMD for CY 2022				
				Customized Notebook			0	
).				Hardbound notebook			1	
				No. of leaves: 40 leaves minimum				
	-	o		Notebook Cover: Cardboard (Glossy; color white		6		
				with design and BSWM logo)				
i.				Notebook paper quality: 70 gsm				
				Dimension: 148mm x 200mm				
3	166	WRMD	INS Various	Outdoor Sun Cap Hat with Neck Flap	70	pes	500.00	35,000.00
				with printed BSWM logo				
				Description:				
				* Material: 100% high quality nylon			1	
				* 360°Protection: UPF 50+ wide brim hat with face				
				& neck flaps (flaps are removable)				
				* Breathable Mesh Design: Both sides of hats are				
	j j			made of breathable mesh panels				
				* Lightweight & Packable: Rolled up				
			-	* Washable & Quick-drying				
				* Windproof & Waterproof: Hat is with adjusting				
	-	-	-	buckle				
				and adjustable chin strap, and waterproof material		-		
				* Multiple Ways of Wearing: You can wear it as				
				general hat, windproof hat, neck protection hat,		-		
-	-			all round protection hat		-		
-	-			Specifications:		-		
	-		-	* Size: One Size		-		
	-			* Material: Nylon				
				* Pattern: Solid		-		
		6	-	* Features: 3 in 1		-		
		10		* Style: Bucket Hat		-		
5		0.		* Color: Grey		2		
		-	-	* BSWM Logo: Printed (3cm x 3.5cm)		-		
4	-	-	-	Half-finger Ice Silk Sun Protection Arm Sleeves	70	pair	400.00	28,000.00
4	-	-		with printed BSWM logo	70	pan	400.00	20,000.00
- i	-	-		Description:		-		
		0		*Fingerless design		-		
1				*Quick-drying and breathable		-		
				*Icv sunscreen				
1				*With Palm anti-skid				
15			-	Features:				
				* Material: Ice silk				
1				* Color: Dark Blue/ Black/ Grey				
1				* Weight: 50 g				
		1		* Function: Sun protection				
				* Size: One size fits all				
				* BSWM Logo: Printed (3cm x 3.5cm)				
5		0		Multifunctional Conference Document Organizer	70	pes	900.00	63,000.00
				Bag with printed BSWM logo		Pas		
				* Material: Ant Cloth				
1				* Package External Structure: with front pocket and				
				side handle				
Ĩ				* Package Internal Structure: Certificate Bag			<u>1</u>	
				* Internal Structure of the Pocket: Photo Slot, Bill				
				Holder				
				Card Slot, Passport Slot, Change Slot, ID Slot,			0	
j				Check Slot, Passbook Slot				
Ĩ				* Opening Method: Zipper			1. 1	
				* Wallet Fold: 2-Fold			ſ	
				* Bag Shape: Vertical Square				
				Dag Shape. Vertical Square				
				* Hardness: Medium				

ITEM No.	PR	END USER	FUND SOURCE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
				* Applicable Gender: Unisex				
	-		-	* Popular Elements: Simple and Modern			-	
			-	* Size: 35.5 x 3 x 26cm * BSWM Logo: Printed (3cm x 3.5cm)	-			
6		7	-	Compact Microfiber Towel with embroidered	70	pcs	600.00	42,000.00
		0		BSWM logo		P		
				* Very handy, ultra-compact and highly				
				absorbent microfibre towel				
				* Material: Microfiber				
	_		-	* Main fabrie : 88.0% Polyester (PES),				
			-	12.0% Polyamide (PA) * Size: Large 80 x 130 cm				
	-		-	* Color: Pink/Light Pink/Blue/Orange/Black/	1			
				Aqua Green/Jungle Green/Dark Yellow/Neon	1			
				Yellow				
				* BSWM Logo: Embroidered (3cm x 3.5cm)				
7	-			Double Layer Gadget Storage Bag with printed	70	pcs	300.00	21,000.00
	-	2	-	BSWM logo *Waterproof, wearable and easy to clean.	-			
	0			*Can be repeated cleaning, easy to dry	-			
			-	*Portable and comfortable, great for carry alone				
				or put into a large bag	1			
				*Multi-grid design, combined parts, insulation				
				mesh	-			
				bag, anti-scratch, partition can be divided freely	-			
				*Material: Cationic Fabric Waterproof *Dimension: 28cmx 21cmx 9cm				
			-	*Colors: Purple/Blue/Grey/Black/Red/Dark blue	-			
	-			* BSWM Logo: Printed (3cm x 3.5cm)	1			
8	77	WRMD	INS Various	Polo Longsleeve	250	pes	400.00	100,000.00
				Specifiction				
				with embroided BSWM and SWISA Logo				
				Cotton Textile				
	ļ.			Color : Neon Orange	1			
				Size Small-50	<u> </u>			
		-	-	Medium-100				
		0		Large -70	1		-	
	1			Extra Large -30				
9	213	WRMD	Rice ESETS	Compact Microfiber Towel with embroidered	70	pcs	600.00	42,000.00
	-	<u>.</u>		BSWM logo	<u> </u>			
			-	* Very handy, ultra-compact and highly				
	-		-	absorbent microfibre towel * Material: Microfiber				
			-	* Main fabric : 88.0% Polyester (PES),	1			
				12.0% Polyamide (PA)	1			
				* Size: Large 80 x 130 cm				
				* Color: Blue				
		_		* BSWM Logo: Embroidered (3cm x 3.5cm)				
10				Umbrella Rain or Shine with BSWM logo	70	pes	300.00	21,000.00
	-		-	*Length : 37 inch *J-dotted Automatic handle	-	-		
	-		-	*J-dotted Automatic handle *pongee canopy with piping, with spring	<u> </u>		+	
				*Fiberglass ribs & Black coated post	1			
				* Color : Blue	1			
		1		* BSWM Logo (Heat press)				
11	1			Polo Longsleeve	1800	pes	400.00	720,000.00
				Specifiction				
		ĉ.		*with embroided BSWM and SWISA Logo				
			-	*Cotton Textile *Color : Light Blue	-			
			+	Size	1			
			1	Small =300				
	2			Medium -800				
	1	0		Large - 600				
				Extra Large -100				
12	109	PLANNING	REGULAR	Promotional Materials Jacket	75	pes	1,000.00	75,000.00
				Specification:	-			
		<u>.</u>	-	Color: Light Green with various color based on the design attached	-			
				(LOGO)				
				Fabrics: 100 % Polyester	1			
				Sizes: Assorted sizes				
				IMPORTANT NOTE:				
				* Item must be completely delivered by June 2022				

ITEM No.	PR	END USER	FUND SOURCE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
13	103	PLANNING	REGULAR	Promotional Materials Polo Shirt	600	pes	1,000.00	600,000.00
		-		Specifications				
		0	2	Color: White and Black (combination) with various color based on the design attached		-		
		-		Fabries: Cotton				
	-			Sizes: Assorted sizes		-		
_				IMPORTANT NOTE:				
		0		* Item must be completely delivered on 2nd Week				
				of February 2022				
14	151	SCMD	MANILA BAY	DRAWSTRING BAG, water repellant, maroon	200	pes	600.00	120,000.00
		0	-	color				
				Main Compartment: 13.8in*17in; Front pocket: 13.8in*14 in				
	-	-		Rip stop honey comb		<u> </u>	-	
	-		-	with diamond rip stop lining		-		
				• zipper zigzag		-		
	1			with 2 slider and jumbo drawstring				
15	1			Eco bag with handle, XL:14x18x5in, multicolored,	160	pc	150.00	24,000.00
Mess.			2.0	with printed logo of Manila Bayanihan and BSWM	7270255		1.000	
16				Spring Notebook, A5 size, 80 leaves, 70gsm,	160	pc	200.00	32,000.00
				waterproof cover, with printed logo of Manila				
	-		0	Bayanihan and BSWM	1.00	0255.0	150.00	31 000 00
17				Retractable ballpoint pen, black ink, silver body, with printed logo of Manila Bayanihan and BSWM	160	pe	150.00	24,000.00
18	142	SCMD	REGULAR	Round Neck Longsleeve	135	pcs	400.00	54,000.00
10	144	SCMD	REGOLAR	Specifications:	155	pes	400.00	54,000.00
	-			-with design (please see attached photo)				
	-			-Cotton Textile		<u> </u>		
			-	- Color: Royal Blue		-		
				- Sizes:		-		
	ti		-	Small - 20				
				Medium - 50				
	-			Large - 40				
-	1			Extra Large - 20				
-				2XL - 5				
19	153	SCMD	REGULAR	Drawstring bagpack	100	pes	600.00	60,000.00
				With cinch closure				
				Front zippered pocket for small accessories				
				Dimension:				
_		-		Length: 14 inches and Height: 18 inches		-		
				Material: Nylon with mesh				
	<u> </u>		-	With print of the BSWM logo				
20				Tote Bag	150	pcs	200.00	30,000.00
		-	11	Size: 13.5 x 16 inches				
				Material: Oxford Cloth		-		
				Color: Black				
				With Base				
	-	-		Print Type: Sublimation Print		-		
	60	IIIII DE 7	REGULAR	Print Size: A4 maximum size T-shirt	150		250.00	50 500 00
21	68	HILLPEZ	REGULAR	Sizes: XS 25 pcs; Small 25pcs; Medium 25 pcs;	150	pes	350.00	52,500.00
				Large 50 pcs; XL 25 pcs				
	-			Color: Royal Blue				
		1		Material: 100% Cotton		-		
				Print: Sublimation		-		
22	-			Polycanvas Bag	150	pes	150.00	22,500.00
		1		Size: H:15" x W:13" (260GSM)				
				1 Side print		-		
	1	2	-	Print: Sublimation		-		
23				Custom Design Facemask	150	pes	80.00	12,000.00
				2Ply Neoprene Fabric				
				Print: Full Sublimation				
				To be delivered one (1) month or after the awarded				
24	74	OAP	ESETS OAP	Polo shirt Material: honeycomb/dri-fit Color: Maroon	400	pes	350.00	140,000.00
				Print type: Digital Embroidery, DA-BSWM and DA Width: 4 inches Height: 2 inches Number of Colors: Multiple S-75 M- 100				
				L-100				
				XL-75				
		1		2XL-50				

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TEM	PR	END USER	FUND SOURCE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
No. 25				Jacket -reversible design	400	pcs	1,000.00	400,000.00
				-with hood				
				-comes with a stopper on the outside of the hood				
				Material: polyester (face), polyester/cotton (back)				
				Front Design				
				Print type: Digital Embroidery, DA-BSWM and DA Width: 4 inches				
				Height: 2 inches				
				Number of Colors: Multiple				
				Back Design				
				Digital Embroidery: Organic Agriculture Program				
				Font Size: 1inch				
				S- 75				
				M-100				
				L-100				
				XL- 75 2XL- 50				
26				Bucket hat	400	-	150.00	60,000.00
20				-adjustable	400		150.00	00,000.00
				-unisex				
				-free size				
				-reversible				
				Material: thick cotton and polyester fabric				
27				Longsleeves Shirt	150	1	250.00	37,500.00
				-plain -unisex				
				Color: Apple Green/Seafoam				
				Material: cotton				
				Design: DA-BSWM and DA-NOAP logos				
				Width: 4 inches				
				Height: 2 inches				
				Number of Colors: Multiple				
				Size: S- 20				
				S- 20 M- 45				
				L-45				
				XL- 20				
				2XL-20				
28				Canvas Tote Bag	400	pcs	300.00	120,000.00
				-thick				
				-with strap				
				Color: navy blue Measurement: 16"x14"x3"				
				Measurement: 10 X14 X3				
				Design: DA-BSWM and DA-NOAP logos		1		