



Republic of the Philippines
Department of Agriculture
AGRICULTURAL TRAINING INSTITUTE
Regional Training Center-IX
ATI Bldg., Pres. Corazon Aquino, Regional Center, Balintawak, Pagadian City
✉ rt9.dcc@ati.da.gov.ph ☎ (062) 945 3067 🌐 <https://ati2.da.gov.ph/ati-9>

**PROVISION OF PROMOTIONAL
AND PRINTING MATERIALS
FOR THE 3rd QUARTER
FY 2024 UNDER FUND 107**

**ITB# 07-2024-04-020
April 15, 2024**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 5 |
| Section I. Invitation to Bid..... | 8 |
| Section II. Instructions to Bidders..... | 14 |
| 1. Scope of Bid | 15 |
| 2. Funding Information..... | 15 |
| 3. Bidding Requirements | 15 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... | 15 |
| 5. Eligible Bidders..... | 15 |
| 6. Origin of Goods | 16 |
| 7. Subcontracts | 16 |
| 8. Pre-Bid Conference | 16 |
| 9. Clarification and Amendment of Bidding Documents | 16 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 16 |
| 11. Documents comprising the Bid: Financial Component | 17 |
| 12. Bid Prices | 17 |
| 13. Bid and Payment Currencies | 18 |
| 14. Bid Security | 18 |
| 15. Sealing and Marking of Bids | 18 |
| 16. Deadline for Submission of Bids | 18 |
| 17. Opening and Preliminary Examination of Bids | 18 |
| 18. Domestic Preference | 19 |
| 19. Detailed Evaluation and Comparison of Bids | 19 |
| 20. Post-Qualification | 19 |
| 21. Signing of the Contract | 19 |
| Section III. Bid Data Sheet | 21 |

| | |
|---|-----------|
| Section IV. General Conditions of Contract | 22 |
| 1. Scope of Contract | 23 |
| 2. Advance Payment and Terms of Payment | 23 |
| 3. Performance Security | 23 |
| 4. Inspection and Tests | 23 |
| 5. Warranty | 24 |
| 6. Liability of the Supplier | 24 |
| Section V. Special Conditions of Contract | 25 |
| Section VI. Schedule of Requirements | 27 |
| Section VII. Technical Specifications | 31 |
| Section VIII. Checklist of Technical and Financial Documents | 41 |

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national 6 buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



PROVISION OF PROMOTIONAL AND PRINTING MATERIALS FOR THE 3rd QUARTER FY 2024 UNDER FUND 107

The AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER IX through the 2024 General Appropriation Act intends to apply the sum of **SIX HUNDRED FIFTY-FOUR THOUSAND, THREE HUNDRED FIFTY PESOS ONLY (Php 654,350.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROVISION OF PROMOTIONAL AND PRINTING MATERIALS FOR THE 3rd QUARTER FY 2024 UNDER FUND 107**.

| Stock/ Property No. | Unit | Item Description | Quantity |
|------------------------|-------|--|----------|
| SN-PSM013 | PIECE | POLOSHIRT HONEYCOMB, COTTON, 1-TONE, EMBROIDERED | 175 |
| SN-PSM018 | PIECE | T-SHIRT DRI-FIT, HALF SUBLIMATION/WITH PRINT | 990 |
| SN-PSM019 | PIECE | TOTE BAG CUSTOMIZED WITH ZIPPER | 146 |
| SN-PSM006 | PIECE | CUSTOMIZED THERMAL TUMBLER | 10 |
| SN-PSM007 | PIECE | TARPAULIN 4X6 | 2 |
| SN-PSM001 | PIECE | TARPAULIN 4X8 | 18 |
| SN-PSM085 | PIECE | TARPAULIN 7X12 | 1 |
| SN-PSM023 | PIECE | JACKET WITH EMROIDERY | 10 |
| SN-PSM022 | PIECE | LONG SLEEVE COTTON WITH PRINT | 385 |
| SN-PSM025 | PIECE | UMBRELLA FOLDABLE, CUSTOMIZED, UV PROTECTION | 35 |
| SN-PSM083 | PIECE | INSULATED MUG 14oz | 35 |
| SN-PSM084 | PIECE | CUSTOMIZED BACK PACK, EMBROIDERED | 35 |
| SN-PSM086 | PIECE | BACK PACK, WATERPROOF, WITH PRINT | 40 |

Bids received in excess of the ABC shall be automatically rejected.

The ATI-RTC IX invites bids for the aforementioned contract.

Bidders should have completed, within two (2) years from the date of submission and receipts of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding documents, particularly, in Section II: Instruction to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of the Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino Citizens/sole proprietorship, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of non-refundable fee for the Bidding documents in the amount of ONE THOUSAND PESOS ONLY (P 1,000.00) to ATI-RTC IX Cashier; the method of payment shall be in cash. Bid documents could be received personally by the prospective bidder or his/her representative upon showing the copy of the Official Receipt issued by the ATI-RTC IX Cashier to the BAC Secretariat. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPs), provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their Bids.

The ATI-RTC IX will hold a Pre-Bid Conference on April 30 at 1:30 P.M. at Training Hall, ATI-RTC IX, Balintawak, Pagadian City which shall be opened only to all interested parties who have purchased the Bidding Documents.

Bids must be delivered on or before 10:00 A.M. on May 13, 2024 at ATI-RTC IX Bldg., Pres Corazon Aquino, Regional Office, Balintawak, Pagadian City. All BIDS must be accompanied by a BID security in any of the acceptable form and in the amount stated in ITB Clause 14.

BID opening will be on May 13, 2024 (Monday) at 1:00 P.M. at Training Hall, ATI-RTC IX, Balintawak, Pagadian City. BIDS will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids will not be accepted.

The ATI-BAC reserves the right to accept or reject any bid, to annul the bidding process and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

JEANNY R. NABASCA
BAC Secretariat
ATI-RTC IX, Pres Corazon Aquino, Regional Center,
Balintawak, Pagadian City
E-mail: rt9.dcc@ati.da.gov.ph


BELLY JOY A. VILLAZORDA, MPM
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **AGRICULTURAL TRAINING INSTITUTE-REGIONAL TRAINING CENTER IX** wishes to receive Bids for the **PROVISION OF PROMOTIONAL AND PRINTING MATERIALS FOR THE 3rd QUARTER FY 2024 UNDER FUND 107** with identification number **ITB# 07-2024-04-020**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of **SIX HUNDRED FIFTY-FOUR THOUSAND, THREE HUNDRED FIFTY PESOS ONLY (Php 654,350.00)**

2.2. The source of funding is: a. NGA, the General Appropriations Act CY 2024

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:

a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the

estimated **largest ABC of a single training/conference as indicated in Framework Agreement List**

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. 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/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within three 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
 - (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 the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1 The Bidder shall submit a Bid Securing Declaration 2 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 within **One Hundred Twenty (120) Calendar Days**. 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

Number of copies of the Bid to be submitted:

Each Bidder shall submit one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component of its bids.

Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).

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 **ITB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Provision of Promotional and Printing Materials b. Completed within two years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Sub-contracting - not allowed |
| 12 | The price of the Goods shall be quoted ZAMBOANGA PENINSULA or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC or ₱13,087.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC or ₱32,717.50 if bid security is in Surety Bond. |
| 15 | <p>"SEALING AND MARKING OF BIDS"</p> <p>Each Bidder shall submit one (1) copy original, and two (2) copies of the Technical Component and one (1) original, and two (2) copies of the Financial Component of its bids.</p> <p>Failure to submit copies of the same documents mentioned above is not a ground for rejection or disqualification of the bid(s). However, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bid(s).</p> |
| 19.3 | PROVISION OF PROMOTIONAL AND PRINTING MATERIALS FOR THE 3rd QUARTER FY 2024 UNDER FUND 107 in the total amount of SIX HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY PESOS ONLY (PHP 654,350.00) |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. In the case of Framework Agreement, the Bidder may opt to furnish the **performance security** or a **Performance Securing Declaration** as defined under the Guidelines on the Use of Framework Agreement.

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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance

with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | The Goods shall only be delivered by the supplier as indicated in Section VI. Schedule of Requirements. Moreover, the delivery schedule as indicated in Section VI. Schedule of Requirements may be modified at the option of the Procuring Entity, with prior due notice, written or verbal, to the Supplier. |
| 2.2 | Partial payment is not allowed. After each delivery is completed, the Supplier is responsible for sending a billing statement complete with supporting documents to the Procuring Entity for processing of payment. |
| 3 | No further instructions. |
| 4 | Inspections and Tests Complete Goods shall be inspected and/or tested by the End User based in Section VII. Technical Specifications. |
| 5.2 | No further instructions. |
| 6 | No additional provision. |

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.

| Stock/ Property No. | Unit | Item Description | Quantity | Delivered Weeks/Months |
|------------------------|-------|---|----------|--|
| SN-PSM013 | PIECE | POLOSHIRT HONEYCOMB, COTTON, 1-TONE, EMBROIDERED | 175 | Within specific date/time indicated in the Purchase Order |
| SN-PSM018 | PIECE | T-SHIRT DRI-FIT, HALF SUBLIMATION/WITH PRINT | 990 | |
| SN-PSM019 | PIECE | TOTE BAG CUSTOMIZED WITH ZIPPER | 146 | |
| SN-PSM006 | PIECE | CUSTOMIZED THERMAL TUMBLER | 10 | |
| SN-PSM007 | PIECE | TARPAULIN 4X6 | 2 | |
| SN-PSM001 | PIECE | TARPAULIN 4X8 | 18 | |
| SN-PSM085 | PIECE | TARPAULIN 7X12 | 1 | |
| SN-PSM023 | PIECE | JACKET WITH EMROIDERY | 10 | |
| SN-PSM022 | PIECE | LONG SLEEVE COTTON WITH PRINT | 385 | |
| SN-PSM025 | PIECE | UMBRELLA FOLDABLE, CUSTOMIZED, UV PROTECTION | 35 | |
| SN-PSM083 | PIECE | INSULATED MUG 14oz | 35 | |
| SN-PSM084 | PIECE | CUSTOMIZED BACK PACK, EMBROIDERED | 35 | |
| SN-PSM086 | PIECE | BACK PACK, WATERPROOF, WITH PRINT | 40 | |

Name of Company

Signature over Printed Name of
Duly Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

[Under Statement of Compliance: Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]

| Stock/ Property No. | Unit | Item Description | Quantity | Unit Cost | Total Cost |
|--------------------------------|-------------|--|-----------------|----------------------|-----------------------|
| SN-PSM013 | PIECE | POLOSHIRT HONEYCOMB, COTTON, 1-TONE, EMBROIDERED | 175 | | |
| SN-PSM018 | PIECE | T-SHIRT DRI-FIT, HALF SUBLIMATION/WITH PRINT | 990 | | |
| SN-PSM019 | PIECE | TOTE BAG CUSTOMIZED WITH ZIPPER | 146 | | |
| SN-PSM006 | PIECE | CUSTOMIZED THERMAL TUMBLER | 10 | | |
| SN-PSM007 | PIECE | TARPAULIN 4X6 | 2 | | |
| SN-PSM001 | PIECE | TARPAULIN 4X8 | 18 | | |
| SN-PSM085 | PIECE | TARPAULIN 7X12 | 1 | | |
| SN-PSM023 | PIECE | JACKET WITH EMROIDERY | 10 | | |
| SN-PSM022 | PIECE | LONG SLEEVE COTTON WITH PRINT | 385 | | |
| SN-PSM025 | PIECE | UMBRELLA FOLDABLE, CUSTOMIZED, UV PROTECTION | 35 | | |
| SN-PSM083 | PIECE | INSULATED MUG 14oz | 35 | | |
| SN-PSM084 | PIECE | CUSTOMIZED BACK PACK, EMBROIDERED | 35 | | |
| SN-PSM086 | PIECE | BACK PACK, WATERPROOF, WITH PRINT | 40 | | |

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct.

Name of Company

Signature over Printed Name of
Duly Authorized Representative

Date

BID FORM

Date: _____

Project Identification No.: _____

To: Agricultural Training Institute – Regional Training Center IX

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver **PROVISION OF PROMOTIONAL AND PRINTING MATERIALS FOR THE 3rd QUARTER FY 2024 UNDER FUND 107** in conformity with the said PBDs for the sum of:

| Stock/ Property No. | Unit | Item Description | Quantity | Unit Cost | Total Cost |
|------------------------|-------|--|----------|--------------|---------------|
| SN-PSM013 | PIECE | POLOSHIRT HONEYCOMB, COTTON, 1-TONE, EMBROIDERED | 175 | | |
| SN-PSM018 | PIECE | T-SHIRT DRI-FIT, HALF SUBLIMATION/WITH PRINT | 990 | | |
| SN-PSM019 | PIECE | TOTE BAG CUSTOMIZED WITH ZIPPER | 146 | | |
| SN-PSM006 | PIECE | CUSTOMIZED THERMAL TUMBLER | 10 | | |
| SN-PSM007 | PIECE | TARPAULIN 4X6 | 2 | | |
| SN-PSM001 | PIECE | TARPAULIN 4X8 | 18 | | |
| SN-PSM085 | PIECE | TARPAULIN 7X12 | 1 | | |
| SN-PSM023 | PIECE | JACKET WITH EMROIDERY | 10 | | |
| SN-PSM022 | PIECE | LONG SLEEVE COTTON WITH PRINT | 385 | | |
| SN-PSM025 | PIECE | UMBRELLA FOLDABLE, CUSTOMIZED, UV PROTECTION | 35 | | |
| SN-PSM083 | PIECE | INSULATED MUG 14oz | 35 | | |
| SN-PSM084 | PIECE | CUSTOMIZED BACK PACK, EMBROIDERED | 35 | | |
| SN-PSM086 | PIECE | BACK PACK, WATERPROOF, WITH PRINT | 40 | | |

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
Agent Currency Commission or gratuity

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. CONTENTS OF BID PROPOSAL

- ✓ One (1) sealed envelope marked “**ORIGINAL Technical & Financial Components**”
- ✓ One (1) sealed enveloped marked “**COPY-1 of Technical & Financial Components**”
- ✓ One (1) sealed enveloped marked “**COPY-1 of Technical & Financial Components**”

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) 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**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

OTHER FORMS

- I. Statement of Single Largest Completed Contract
- II. Statement of All On-Going Contracts
- III. Bid Securing Declaration
- IV. Omnibus Sworn Statement

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

| NAME OF CLIENT AND ADDRESS | NAME/ NATURE OF CONTRACT | KIND OF GOODS | CONTRACT PERIOD (DATE) | | AMOUNT OF CONTRACT COMPLETED | DATE OF DELIVERY |
|----------------------------|--------------------------|---------------|------------------------|----|------------------------------|------------------|
| | | | FROM | TO | | |
| | | | | | | |

This is to certify that the _____ (Name of Bidder's company) has completed the Contract with details indicated above, within the last three (3) years.

SIGNATURE OVER PRINTED NAME
(Authorized Representative)

Date

Instructions:

- (1) SLCC should have been completed within 3 years prior to deadline of submission of bid.
- (2) Attach copy of Contract and Certificate of Final Acceptance or similar document for private contract.

STATEMENT OF ALL ON-GOING CONTRACT

This is to certify that the _____ (Name of Bidder's company) has the following on-going contracts:

| NAME OF CLIENT AND ADDRESS | NAME/ NATURE OF CONTRACT | KIND OF GOODS SOLD | CONTRACT PERIOD (DATE) | | AMOUNT OF CONTRACT COMPLETED | DATE OF DELIVERY | VALUING OF OUSTANDING CONTRACTS |
|----------------------------|--------------------------|--------------------|------------------------|----|------------------------------|------------------|---------------------------------|
| | | | FROM | TO | | | |

A. Government Contracts

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

B. Private Contracts

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

This is to certify that the _____ (Name of Bidder's company) has completed the Contract with details indicated above, within the last three (3) years.

SIGNATURE OVER PRINTED NAME
(Authorized Representative)

Date

Instructions:

- (1) List ALL on-going contracts, including those awarded but not yet started. Use additional sheets when necessary.
- (2) If there are no on-going contract/s, indicate "NONE" or "NOT APPLICABLE".
- (3) Total Value of Outstanding Contracts should be consistent with amount used in the computation of NFCC.

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 Invitation to Bid: *[Insert Reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - 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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____]Book No. _____=

Series of _____

Omnibus Sworn Statement(Revised)

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

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

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

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards

Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this __ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on __ at _____.

Witness my hand and seal this __ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

