

BIDDING DOCUMENT

FOR THE

**Procurement of Service Provider for the
Conduct of 2022 Dry Season Midterm
Monitoring & Evaluation Survey of RCEF
Seed Program Beneficiaries in 41 Provinces**

Under RCEF Goods 22-10-14

OCTOBER 2022

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Section I. Invitation to Bid



INVITATION TO BID

Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring & Evaluation Survey of RCEF Seed Program Beneficiaries in 41 provinces under RCEF Goods 22-10-14

1. The *Philippine Rice Research Institute RCEF-PMO*, through the **2022 Rice Competitiveness Enhancement Fund (RCEF) Budget** intends to apply the sum of **FIVE MILLION AND FIVE HUNDRED THOUSAND PESOS ONLY (PhP 5,500,000.00)** being the ABC to payments under the contract for the **PROCUREMENT OF SERVICE PROVIDER FOR THE CONDUCT OF 2022 DRY SEASON MIDTERM MONITORING SURVEY OF RCEF SEED PROGRAM BENEFICIARIES IN 41 PROVINCES under RCEF GOODS 22-10-14**. Bids received in excess of the ABC shall be automatically rejected during bid opening.
2. The *Philippine Rice Research Institute RCEF-PMO* now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified in the Schedule of Requirements. Bidders should have completed, within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 *PhilRice* through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGeps and PhilRice website. (Kindly refer to the schedule below).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Five Thousand and Five Hundred Pesos Only (PhP 5,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.

We encourage bidders to download the bidding documents through PhilGEPS or the PhilRice website and **pay through bank deposit**. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
6. The *Philippine Rice Research Institute RCEF-PMO* will hold a Pre-Bid Conference through video conferencing or **webcasting via zoom** on the date specified below which



shall be open to all prospective bidders. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to the address given below.

7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. (i) manual submission or through courier at the office address indicated below. 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.

Bid opening shall be on **October 24, 2022; 10:00AM** at the address given below via ***online meeting/Zoom***.

9. The ***Philippine Rice Research Institute RCEF-PMO*** reserves the right to reject all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. Please refer to the following schedule of activities:

Activity	Date/Time	Remarks
Acceptance of queries through mobile phone/video call with the BAC Secretariat	October 3 – October 21, 2022 (Except holidays & weekends) 08:00AM to 05:00PM	Queries on the bidding documents only. Queries on the technical specifications should be in formal writing sent through email, addressed to the BAC Chairperson through BAC Secretariat.
Availability of Bidding documents and acceptance of Payment	October 3 – October 21, 2022 (Except holidays & weekends) 08:00AM to 05:00PM	Downloadable through PhilGEPS, PhilRice Website and can be requested through email. Please call the BAC Secretariat for the procedures on online payment
Pre-Bid Conference	October 10, 2022 10:00AM	Interested bidders shall signify intention to bid through email. A Personal Meeting ID will be sent through email to confirmed participants.
Deadline for the submission of bids	On/before October 24, 2022 09:00AM	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	October 24, 2022 Meeting Proper – 10:00AM	A Personal Meeting ID will be sent to participants who submitted bid proposals on time.

11. For further information, please refer to:

THE RCEF-PMO BAC SECRETARIAT
RCEF – Program Management Office
Philippine Rice Research Institute
Maligaya, Science City of Munoz, Nueva Ecija
Telephone no.: (044) 456-0650 local no. 631
Email Address: **philricercep_bac@yahoo.com**
Website: **www.philrice.gov.ph**

You may visit the following websites:

For downloading of Bidding Documents:
www.philrice.gov.ph and www.philgeps.gov.ph
Date: September 30, 2022

-original signed-

ROEL R. SURALTA

Chairperson, RCEF-PMO BAC for Goods and Services

NOTICE/ANNOUNCEMENT

DA-PHILRICE DOES NOT CONDONE ANY FORM OF SOLICITATION ON ANY PROSPECTIVE WINNING AND LOSING BIDDERS BY ANY OF OUR STAFF/EMPLOYEES OR ANY OTHER PARTY. ANY SORT OF THIS KIND SHALL BE REPORTED IMMEDIATELY TO THE OFFICE OF THE SECRETARY OF THE NATIONAL BUREAU OF INVESTIGATION (NBI) FOR ENTRAPMENT AND PROPER INVESTIGATION.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Rice Research Institute RCEF-PMO** wishes to receive Bids for the ***Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring and Evaluation Survey of RCEF Seed Program Beneficiaries in 41 provinces***

The Procurement Project is composed of **1 lot under RCEF Goods 22-10-14** and 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 **2022 Rice Competitiveness Enhancement Fund in the amount of FIVE MILLION AND FIVE HUNDRED THOUSAND PESOS ONLY (PhP 5,500,000.00)**. The source of funding is:

- a. NGA, the General Appropriations Act or **Special Appropriations**.
- b. GOCC and GFIs, the Corporate Operating Budget.

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.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. *For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.*

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **see the Schedule of activities above** 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already 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

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL 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

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 shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into, which shall be awarded as separate contracts per lot.

Option 3 – One Project having several items, which shall be awarded as separate contracts per item.

- 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, 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**.

For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Procurement of Various Service Provider e.g survey, media and monitoring b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 				
7.1	<i>No further instructions.</i>				
12	<p>The price of the Goods shall be quoted DDP and deliver to:</p> <p>1. PhilRice CES</p> <p>Or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>One Hundred Ten Thousand Pesos Only (Php 110,000.00)</u> which is the amount equivalent to two percent (2%) of the ABC, 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 <u>Two Hundred Seventy-Five Thousand Pesos Only (Php 275,000.00)</u> which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond. 				
19.3	<ul style="list-style-type: none"> a. The name of the Contract is <i>Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring & Evaluation Survey of RCEF Seed Program Beneficiaries in 41 provinces</i> b. The identification number of the Contract is <i>RCEF Goods 22-10-14</i> c. The lot is; <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Delivery Point</th> <th style="text-align: center;">Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">41 various provinces</td> <td style="text-align: center;">PhP 5,500,000.00</td> </tr> </tbody> </table> 	Delivery Point	Amount	41 various provinces	PhP 5,500,000.00
Delivery Point	Amount				
41 various provinces	PhP 5,500,000.00				
20.2	<p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months</p> <p>VAT Returns (Form 2550M & 2550Q) or Percentage Tax Return (2552M) with proof of payment</p>				
21.2	<i>No further instructions</i>				

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The service applicable to the Contract are DDP delivered to</p> <p>1. PhilRice CES</p> <p>In accordance with INCOTERMS.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>MARCO ANTONIO M. BALTAZAR, SRS II/SED</i> or his authorized representative.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - 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 **at least three (3) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **30 calendar days or 1** month of placing the order.

	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> a. If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests. b. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. c. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity. d. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

Section VI. Schedule of Requirements

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 No.	Description	Qty	Unit	Total ABC	Delivery Period
1	<i>Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring and Evaluation Survey of RCEF Seed Program Beneficiaries in 41 Provinces</i>	1	Lot	PhP 5,500,000.00	4 months

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions.
1	<p>Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring and Evaluation Survey of RCEF Seed Program Beneficiaries in 41 Provinces under RCEF Goods 22-10-14</p> <p>**Please see attached full term of technical specifications</p>	

TERM OF REFERENCES

Procurement of Service Provider for the Conduct of 2022 Dry Season Midterm Monitoring and Evaluation Survey of RCEF Seed Program Beneficiaries in 41 Provinces

I. BACKGROUND

In 2019, the Philippines shifted to open rice trade policy when its import quota system was replaced with tariff through the enactment of Republic Act No. 11203, otherwise known as Rice Tariffication Law (RTL). Equally vital, this enabled the creation of the Rice Competitiveness Enhancement Fund (RCEF) – a safety net measure which annually allocates PhP 5 billion for mechanization, PhP 3 billion for seeds, PhP 1 billion for extension, and PhP 1 billion for credit. budget allocation. The law mandated the Philippine Rice Research Institute (PhilRice) to lead the RCEF Seed Program for the development, propagation, and promotion of inbred rice seeds including the organization of rice farmers into groups engaged in seed production and trade. PhilRice also co-implements the RCEF Extension Program along with Agriculture

Training Institute (ATI), Philippine Center for Postharvest Development and Mechanization (PHilMech), and Technical Education and Skills Development Authority (TESDA).

The RCEF Seed Program commenced in 2020 Dry Season (DS) and is expected to be completed in 2025 DS. The distribution of certified seeds of inbred rice varieties to farmers is the major component project of the RCEF Seed Program. Giving greater access to high quality seeds can boost farmers' yield and income, and contribute in achieving higher rice production for the country's food security.

For the first two seasons of implementation, PhilRice managed to distribute 3,665,099 of 20-kg bag of certified inbred seeds to more than 1.3M farmers in 1,699 municipalities nationwide. The wide reach and massive distribution were made possible by the coordination and collaboration efforts of PhilRice with the Local Government Unit-Agriculture Offices and assistance from the DA-Regional Field Offices. its partners. As of 2021, almost 5 million bags of certified inbred seeds were distributed since its launch.

The RCEF program is now on its third year of implementation. For 2022 DS, 41 major rice producing provinces were covered and selected using the criteria of yield, area harvested, cost of production, and percentage of irrigated area. The immensity of public resources and efforts poured into the RCEF Seed Program warrants empirical evidence on its target outcomes. This prompted the conduct of midterm monitoring and evaluation (M&E) covering 2021 wet season (WS) and 2022 dry season (DS) – to gauge the success of the interventions and to determine the constraints to implementation.

Informed decision-making is only plausible with sound statistics. From its baseline and seasonal monitoring and evaluation (SM&E), the midterm progress of the project will be critically and objectively reviewed. Results will then be used in improving the project's effectivity in achieving its targets – improvement of the Filipino farmers' competitiveness. Further, it will ensure that any interventions and mitigations placed will remain relevant and factual.

II. OBJECTIVES

This project aims to monitor and evaluate the progress and developments of the 2022 DS RCEF Seed Program provinces. Specifically, it aims to:

1. Determine the adoption rate of certified inbred seeds among rice farmers;
2. Generate basic information on the actual utilization of seeds distributed to farmer-beneficiaries;
3. Estimate actual area planted, usage of seeds distributed, costs, and yields of farmer-beneficiaries;
4. Incorporate sex disaggregated analysis in applicable indicators;
5. Assess farmers' access to information during RCEF seed program implementation;
6. Determine convergence of RCEF components among farmer-beneficiaries; and
7. Provide recommendations to improve the implementation of the program.

III. SCOPE OF WORK

The service provider shall carry out the following tasks based on the task order/s provided by PhilRice:

Pre-survey Activities

A. Plan, design and implement training for site coordinators and enumerators.

1. Recruit site coordinators and enumerators
2. Facilitate conduct and coordination of training on data collection, and handling questions and problems that may arise during the field work.

Deliverables:

3. Report on the composition of the field team including the number of site coordinators and enumerators and their qualifications and responsibilities; and
4. Report on the number of trained site coordinators and enumerators.

B. Data Collection, Processing and Reports

5. Deploy field enumerators and site coordinators for the actual survey.

6. Adhere to the project evaluation protocol from PhilRice (methodology for data gathering, sampling design, sampling frame, questionnaire, target respondents, sample size, data collection tools, timeline or duration of survey, needed personnel, etc.).
7. Conduct data gathering based on the approved protocol.
8. Document data gathering by filling-out necessary monitoring forms and submit photos and videos to PhilRice.
9. Submit completed and field edited survey returns based on agreed period (e.g., every two days, weekly, every two weeks)

Deliverables:

10. Report on the status of the survey including difficulties encountered and possible deviations from the original plan.
11. Data gathering conducted based on the approved protocol.
12. Field edit, verify, and validate data.
13. Finalized entries and ensure quality of data collected.

C. Post-survey Activities

14. Deliver reports and maintain coordination with PhilRice.
15. Deliver reports and other materials used in the survey.
16. Respond to inquiries from PhilRice on survey implementation, and data encoding and management within 4 weeks after the delivery of the complete set of electronic files of datasets and data dictionary.
17. Surrender all gadgets/equipment provided by PhilRice during the survey period. In case of damaged items (due to mishandling), a replacement is required with similar specs.

Deliverables:

18. Filled-out online summary reports on the outcome of the survey including issues encountered throughout the project.
19. Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey; and
20. Gadgets/equipment returned.

Other Terms and Condition of the Contract

1. Any information, its derivatives, and all other documents produced out of this study during and after the period of this engagement will be treated as strictly confidential, and the rights of distribution and/ or publication will reside solely to PhilRice.
2. PhilRice shall reserve the right to observe the data gathering process at any given time during the implementation of the evaluation study. All the necessary equipment and office supplies must be provided or procured by the service provider.
3. The service provider must submit deliverables on time. Failure to comply will result in liquidated damages.
4. The service provider shall turn over all reports, raw and processed data, photos, videos, software or any data system files in a hard drive and equipment to PhilRice.
5. The payment to the service provider is inclusive of all applicable taxes, commissions, bank charges, supplies, salaries, travel, accommodation, and food expenses; and other fees/expenses as may be incurred in the process of conducting the campaign.
6. PhilRice reserves the right to terminate the contract should the deliverables be deemed unsatisfactory.

Survey mode and length. Face to face interviews with an electronic application will be conducted with the qualified respondents. Each interview is expected to last for 1-2 hours

Target provinces, respondents, and sample size. The target respondents of the survey are representatives of sampled households. The survey will be national in scope, spread across different geographical conditions where RCEF seed distributions were implemented. At least **3,887** completed interviews in the following provinces are required for this engagement:

1. Cagayan	2. Sultan Kudarat	3. Samar (Western Samar)
4. Isabela	5. North Cotabato	6. Northern Samar
7. Pangasinan	8. Maguindanao	9. Davao del Sur
10. La Union	11. Misamis Occidental	12. Davao de Oro
13. Oriental Mindoro	14. Zamboanga del Sur	15. Davao del Norte
16. Ilocos sur	17. Zamboanga del Norte	18. Davao Oriental
19. Quezon	20. Zamboanga Sibugay	21. Bataan
22. Ilocos Norte	23. Agusan del Sur	24. Zambales
25. Palawan	26. Agusan del Norte	27. Ifugao
28. Aklan	29. Bukidnon	30. Kalinga
31. Antique	32. Misamis Oriental	33. Apayao
34. Bohol	35. Leyte	36. Quirino
37. Masbate	38. Southern Leyte	39. Nueva Vizcaya
40. South Cotabato	41. Biliran	

IV. SERVICES TO BE PROVIDED BY PHILRICE

The following are the services to be provided by PhilRice to the service provider:

- PhilRice shall provide the available data/information essential about the project to the service provider. This includes project evaluation protocol (methodology for data gathering, sampling design, sampling frame, questionnaire, target respondents, sample size, data collection tools, timeline or duration of survey, needed personnel, etc.)
- Server, databases, appropriate gadgets installed with an android data encoding system that will be used during the survey.
- Provide the service provider a directive to facilitate the execution of the survey
- Regularly coordinate with the service provider on the planning and implementation of the survey.

The service provider shall be engaged by PhilRice and shall submit outputs directly to the designated project manager within PhilRice for review and endorsement for payment.

V. APPROVED BUDGET FOR THE CONTRACT AND MODE OF ABC

The Approved Budget for the Contract (ABC) is Five Million Five Hundred Thousand Pesos (PhP5,500,000.00), inclusive of all applicable government taxes, and shall include all remunerations, costs or profits arising from or in relation to the services rendered in connection with and/or in preparation for this engagement, such as, among others, survey preparation to the actual conduct of the survey and delivery of post-survey documents and reports.

The ABC shall fully cover the conduct of the survey. In no cases that the total actual cost for the surveys shall exceed the ABC for this project, or the actual contract amount of the winning service provider.

For the purposes of financial proposal, use the Financial Proposal Submission Form enumerated in PhilRice Request for Proposal. The ABC shall be the cap for the total financial proposal of the bidder. Bidders shall have the flexibility to reallocate the fixed and variable costs for the household survey.

VI. TIMELINES, DELIVERABLES, SCHEDULE, AND MODE OF PAYMENT

The service provider shall be engaged within 4 months after the issuance of the Notice to Proceed to the Service Contractor – including pre-survey activities and data collection.

Reports and other relevant documents are to be submitted to and should be duly received by PhilRice project manager. Below is the summary of the deadline of submissions for each deliverable:

MILESTONES	DELIVERABLES	% of contract amount
Issuance of the Notice to Proceed (Day 1)	<ul style="list-style-type: none"> • Approved activity proposal with work and financial plan • Printed and original signed documents duly received and accepted by PhilRice, as follows: <p>Submission date: Within 7 calendar days from the issuance of the Notice to Proceed (NTP)</p>	15
<p>Pre-survey Activities</p> <ul style="list-style-type: none"> a. Recruit site coordinators and enumerators b. Facilitate conduct and coordination of training on data collection, and handling questions and problems that may arise during the field work 	<p>Printed and original signed documents duly received and accepted by PhilRice, as follows:</p> <ul style="list-style-type: none"> • Report on the composition of the field team including the number of enumerators, field supervisors and data encoding staff, and their qualifications and responsibilities; and • Report on the number of trained staff by jurisdiction • Facilitate the conduct and coordination of training (online or face-to-face) using the survey mobile application <p>Submission date: 10 calendar dates after NTP</p>	60

<p>Data Collection, Processing and Reports</p> <ol style="list-style-type: none"> Deploy field enumerators and supervisors for the actual survey Adhere to the project evaluation protocol from PhilRice (methodology for data gathering, sampling design, sampling frame, questionnaire, target respondents, sample size, data collection tools, timeline or duration of survey, needed personnel, etc.) Conduct data gathering based on the approved protocol, with proper coordination with the local government offices (i.e., Provincial government, Provincial Agriculture Office, Mayor’s office, Municipal Agriculture Office) Document data gathering by filling-out necessary monitoring forms and submit photos and videos to PhilRice Submit completed and finalized survey returns based on agreed period (e.g., every two days, weekly, every two weeks) 	<p>Printed and original signed documents duly received and accepted by PhilRice, as follows:</p> <ul style="list-style-type: none"> Report on the status of the survey including difficulties encountered and possible deviations from the original plan. Data gathering conducted based on the approved protocol Clean and validate data files. Finalized entries and ensure quality of data collected <p>Submission date: Within 3 months after issuance of NTP</p>	
<p>Post-survey Activities</p> <ol style="list-style-type: none"> Deliver reports and other materials used in the survey. Respond to inquiries from PhilRice on survey implementation, and data encoding and management within 4 weeks after the delivery of the complete set of electronic files of datasets and data dictionary. Surrender all gadgets/equipment provided by PhilRice during the survey period. In case of damaged items, a replacement is required 	<p>Printed and original signed documents duly received and accepted by PhilRice, as follows:</p> <ul style="list-style-type: none"> Narrative report on the outcome of the survey including issues encountered throughout the project. Hard copy and electronic form (in .pdf, .doc or .xlsx as applicable) of documents and other materials used in the survey; and Gadgets/equipment returned. <p>Submission date: Within 1 month after submission of completed survey returns</p>	25
TOTAL		100

VII. QUALIFICATIONS OF THE SERVICE PROVIDER AND ITS PERSONNEL

The service provider should meet all the requirements set by the Government Procurement Reform Act (R.A. No. 9184) to be eligible to participate in the procurement.

To determine if the prospective bidder is eligible to participate in the bidding of this Project, all the legal, technical and financial documents enumerated in PhilRice Request for Proposal, and other relevant documents necessary for evaluation as identified in this TOR and other relevant provisions of the RIRR of R.A. No. 9184 should be submitted and be present upon opening of the bids.

Further, the following are the minimum qualifications required for this Project and shall be evaluated based on the documents submitted by the bidder:

Criteria	Minimum Qualifications	Bases	Weight (80%)
Initial plan/ proposal	<ul style="list-style-type: none"> • The service provider has sufficiently ensured the capacity of its personnel to perform the survey (number of dedicated personnel to the survey, workload of project manager, etc.) • Feasible distribution and management of resources to conduct the survey activities • Substance of the data collection proposal • Clarity of approaches in implementing prescribed methodologies 	<ul style="list-style-type: none"> • Work and financial plan 	10
Experience and Capability of the bidder	<ul style="list-style-type: none"> • At least five years in business. • Engaged with at least 5 (five) companies/institutions in similar or relevant nature of work (i.e., preparation of survey instruments and sampling designs, provision of trainings for enumerators, data encoders, conduct of survey, collection and analysis of data, and reporting of survey results) • Engaged with at least two (2) institutions belonging to the public/government sector in similar or relevant nature of work as mentioned above • Conducted rice production cost and returns survey using digital collection tool • Conducted systematic sample replacement methodology in conducting surveys (e.g., right-coverage-approach) 	<p>Records of previous engagement and quality of performance in projects related to competition and other similar fields, and geographical distribution of current/ impending projects.</p> <ul style="list-style-type: none"> a) DTI or SEC registration submitted indicating the year of registration and/or other relevant documents; b) List of completed and on-going contracts; and c) Copies of Certificates of Satisfactory Service Rendered / Certificates of Completion 	15

Quality of personnel to be assigned to the project	Overall Survey Leader <ul style="list-style-type: none"> Graduate of any four (4)-year degree course Two (2) years of experience in managing the conduct of surveys; With at least 24 hours of relevant training Field Leader <ul style="list-style-type: none"> Graduate of any four (4)-year degree course Two (2) years of experience in managing the conduct of surveys; With at least 24 hours of relevant training Enumerators <ul style="list-style-type: none"> Refer to PhilRice’s memo for enumerator hiring 	Original signed curriculum vitae submitted indicating relevant work experience and educational background, and trainings attended supported by certificates of attendance / participation <i>Note: Pursuant to Section 33.3 of the revised IRR, there should be no replacement of key personnel before the awarding of the contract, except for justifiable reason, such as illness, death, or resignation provided it is duly supported by relevant certificates, or any delay caused by the procuring entity. Once the contract has been awarded, no replacement shall be allowed until after fifty percent (50%) of the personnel’s man-months have been served, except for justifiable reasons, subject to appropriate sanctions as prescribed in the IRR of RA 9184</i>	15
Firm financial capability		Audited Financial Statements (certified true copy) Work and financial plan	40

VIII. SELECTION CRITERIA

The technical and financial proposals of the bidders will be evaluated using the Quality Cost-Based Evaluation (QCBE), pursuant to the pertinent provisions of R.A. No. 9184 or the Government Procurement Reform Act.

The 60% - 40% Quality Cost-Based Evaluation (QCBE) shall be used for this purpose, and the criteria for the presentation of proposal shall be allocated as follows:

Criteria	Bases	Weight (%)
Technical Proposal		60%
Work and financial plan (10%)	As specified in the qualifications above, and the submission of a duly notarized Omnibus Sworn Statement using the prescribed format of R.A. No. 9184	10%
Quality of personnel to be assigned to the project (15%)		15%
Experience and capability of the service provider (15%)		15%
Plan of approach and methodology (20%)	Timeliness, clarity, feasibility of the written proposal, and overall quality of proposed	20%
Financial Proposal		40%
TOTAL		100%

The bidder with the highest rated score based on the technical proposal submitted, provided that the score shall pass the hurdle rate of 85 points, all eligible documents and other relevant documents for the procurement of this project are legal and valid in reference to the requirements of R.A. No. 9184, shall be the Highest Rated and Responsive Bidder.

IX. CONFIDENTIALITY OF DATA AND INFORMATION

The Service provider shall be engaged by PhilRice and shall submit outputs directly to the designated project manager within PhilRice for review and endorsement for payment. All the materials, data and information used and generated through the survey will be the sole property of PhilRice. The service provider shall not use nor disseminate these documents for their own research purposes without the written consent of PhilRice.

X. LIQUIDATED DAMAGES

If the Service provider fails to provide any of the services in accordance with the contract, PhilRice may reduce or recover payments proportionally on the seriousness of the unperformed obligations. This includes in particular cases where PhilRice cannot approve a result, report or deliverable required in this Terms of Reference after the consultant has submitted the required additional information, correction or new version.

Should the Service provider not be able to conduct the survey based on the released task orders, or by the end of the specified timeframe and/or submission of the required outputs, a proportionate reduction in fees shall apply.

If the Service provider fails to deliver any or all of the goods and/or to perform the services within the period specified in this contract, the Procuring Entity shall, without prejudice to its other remedies under this contract and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion of every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

XI. DISPUTE RESOLUTION

Should any dispute related to the TOR and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Nueva Ecija.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Nueva Ecija, to the exclusion of all other courts; and

Any amendment or additional terms and conditions to the TOR must be in writing, signed and acknowledged by the Parties.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

The Eligibility & Technical Component shall contain the following: Kindly put tab markings on each of the requirements and arrange the documents in proper order. Please refer to ITB Clause 15 Sealing and Marking of Bids.

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

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

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

or

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

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

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

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

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

25 FINANCIAL COMPONENT ENVELOPES

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

POST-QUALIFICATION REQUIREMENTS

prepare in three (3) copies, one (1) original and two (2) duplicate copies

Bidders, please SUBMIT the following documents DURING the Bid Opening (*to be included in the Financial Proposal*):

- a) Latest Income & Business Tax Return (6 months)
VAT Returns (Form 2550M & 2550Q) or Percentage Tax Returns (2552M) with proof of payment.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification

No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* 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: _____.

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID 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)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and

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

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

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

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

IN WITNESS WHEREOF, I 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]

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:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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:

1. 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.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. 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]