



Republic of the Philippines
Department of Agriculture
Bureau of Fisheries and Aquatic Resources
REGIONAL FISHERIES OFFICE - MIMAROPA

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF VARIOUS SUPPLIES AND MATERIALS AS A LIVELIHOOD SUPPORT PROJECT UNDER THE AQUACULTURE SUB-PROGRAM OF THE SPECIAL AREA FOR AGRICULTURAL DEVELOPMENT (SAAD) PROGRAM FOR THE PROVINCES OF ROMBLON AND PALAWAN — CY 2023

(Negotiated Procurement – Two-Failed Biddings)
LOT 4: SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS
(Kappaphycus sp.)

Bid Reference Number	2023-008 NP- Two-Failed Biddings
Approved Budget for the Contract	Php 180,000.00
End-User & Procuring Unit	ROBERTO R. ABRERA; SAAD
Negotiation Meeting	02 June 2023; 9:00 A.M.
Submission and Opening of Proposals (Technical and Financial Component Envelope)	05 June 2023; 1:00 P.M.

Sixth Edition



BUREAU OF FISHERIES AND AQUATIC RESOURCES
REGIONAL FISHERIES OFFICE - MIMAROPA

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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.



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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]).

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.

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.



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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



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***Section I. Invitation for
Negotiated Procurement for Two-failed Biddings***



**BUREAU OF FISHERIES AND AQUATIC RESOURCES
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**INVITATION FOR NEGOTIATION
(Negotiated Procurement – Two-Failed Biddings)
Bid Reference No.: 2023-008**

1. The Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture intends to apply the sum of **FOUR MILLION SIX HUNDRED FIVE THOUSAND (Php 4,605,000.00) PESOS** being the ABC to payments under the contract for Bid Reference No.: 2023-008 NP- Two-Failed Biddings entitled “**PROCUREMENT OF VARIOUS SUPPLIES AND MATERIALS AS A LIVELIHOOD SUPPORT PROJECT UNDER THE AQUACULTURE SUB-PROGRAM OF THE SPECIAL AREA FOR AGRICULTURAL DEVELOPMENT (SAAD) PROGRAM FOR THE PROVINCES OF ROMBLON AND PALAWAN — CY 2023**”. The said procurement project is particularly described as follows:

PROCUREMENT DETAILS	LOT NO.	ITEM/DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT
PR # 2023-03-0113-A P.A.P: 3-1-01-05-1-00001-001 END USER: ROBERTO R. ABRERA, Assistant Regional Focal Person, SAAD	1	SEVENTY-EIGHT THOUSAND (78,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.) <i>Delivery Site: Balabac, Palawan</i>	Php 2,340,000.00
	2	FIFTY THOUSAND (50,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.) <i>Delivery Site: Cagayancillo, Palawan</i>	Php 1,500,000.00
	3	FIVE THOUSAND FIVE HUNDRED (5,500) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.) <i>Delivery Site: Sta. Fe, Romblon</i>	Php 165,000.00
	4	SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.) <i>Delivery Site: San Jose, Romblon</i>	Php 180,000.00
	5	ONE (1) SET OF MATERIALS FOR THE ESTABLISHMENT AND OPERATION OF POND TECHNOLOGY DEMONSTRATION PROJECT Paddle wheel, single phase, 4 impeller, 2 magnetic switch, 20 meters submersible cable Refractometer (hand-held), metal body refractometer, rubber hand grip blocks hand heat, calibration screen, cushioned rubber eyepiece, range 0-100 ppt 10 bags, fry starter feeds (25kg/bag) 50 bags, grower feeds (25kg/bag) 90 bags, finisher feeds (25kg/bag) <i>Deliver to the Municipal Agriculture Office (MAO) of Magdiwang, Romblon</i>	Php 420,000.00

The following schedule of activities shall be observed:

Activities	Schedule	Details
Issuance of Bidding Documents	Starting 31 May 2023 (from 8:00 A.M. to 5:00 P.M. only)	You may visit this website: https://mimaropa.bfar.da.gov.ph/
Negotiation Meeting	02 June 2023; 9:00 A.M.	BFAR MIMAROPA Conference Room, 1/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro and/or through videoconferencing/webcasting via Google Meet. Participants shall be notified of the link by the BAC Secretariat.



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Submission and Opening of Proposals (TECHNICAL AND FINANCIAL COMPONENT ENVELOPE)	05 June 2023; 1:00 P.M.	Manual submission at BFAR MIMAROPA BAC OFFICE, 2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro. Late submission shall not be accepted.

2. Pursuant to Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Rep. Act No. 9184 (2016 Revised IRR), we invite legally, technically and financially capable suppliers to negotiate with BFAR-MIMAROPA on subject requirement.
3. The BFAR-MIMAROPA 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 or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
4. The BFAR-MIMAROPA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
5. For further information, please refer to:
MR. DEEJAY A. LABIAGA,
Head, Bids and Awards Committee (BAC) Secretariat
BFAR MIMAROPA BAC OFFICE
2/F Le Grace Bldg., Brgy. Guinobatan, Calapan City, Oriental Mindoro
bacsecbfar4b@gmail.com
Tel: (043) 288-6322

30 May 2023

ATTY. IVANN JAMES Z. VERGARA
 Chairperson, BFAR MIMAROPA
 Bids and Awards Committee



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Section II. Instructions to Bidders



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1. Scope of Bid

The Procuring Entity, Bureau of Fisheries and Aquatic Resources (BFAR) Regional Fisheries Office - MIMAROPA, Department of Agriculture, invites Bids for the **“PROCUREMENT OF VARIOUS SUPPLIES AND MATERIALS AS A LIVELIHOOD SUPPORT PROJECT UNDER THE AQUACULTURE SUB-PROGRAM OF THE SPECIAL AREA FOR AGRICULTURAL DEVELOPMENT (SAAD) PROGRAM FOR THE PROVINCES OF ROMBLON AND PALAWAN CY 2023 — LOT 4: SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)”, with Project Identification Number — 2023-008 NP- Two-Failed Biddings.**

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **ONE HUNDRED EIGHTY THOUSAND (Php 180,000.00) PESOS.**

2.2. The source of funding is the *General Appropriations Act or Special Appropriations.*

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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.



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- 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 at **Php 45,000.00** (25% 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 Procuring Entity has prescribed that:
Subcontracting is not allowed.

8. Pre-Bid Conference

Not applicable.

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.



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- 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.



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- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***ONE HUNDRED TWENTY (120) CALENDAR DAYS FROM THE DATE OF THE OPENING OF BIDS.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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



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16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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 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 grouped into several lots, which shall be awarded as separate contracts per lot.



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

20. Post-Qualification

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

21. Signing of the Contract

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



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Section III. Bid Data Sheet



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Bid Data Sheet

ITB Clause											
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. any contract for the Supply and Delivery of Seaweed Seedlings; b. completed within five (5) years prior to the deadline for the submission and receipt of bids. 										
7.1	Subcontracting is not allowed.										
12	The price of the Goods shall be quoted DDP to San Jose, Romblon or the applicable International Commercial Terms (INCOTERMS) for this Project.										
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 <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Lot No.</th> <th align="center">Item/ Description</th> <th align="center">Approved Budget for the Contract (ABC)</th> <th align="center">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)</th> <th align="center">Surety Bond (5% of the ABC)</th> </tr> </thead> <tbody> <tr> <td align="center">4</td> <td>SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)</td> <td align="right">Php 180,000.00</td> <td align="right">Php 3,600.00</td> <td align="right">Php 9,000.00</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Approved Budget for the Contract (ABC)	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)	Surety Bond (5% of the ABC)	4	SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)	Php 180,000.00	Php 3,600.00	Php 9,000.00
Lot No.	Item/ Description	Approved Budget for the Contract (ABC)	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of the ABC)	Surety Bond (5% of the ABC)							
4	SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)	Php 180,000.00	Php 3,600.00	Php 9,000.00							
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>In case the bidder bids for two or more lots, they MUST submit individual set of its bid for each lot. (Each set shall compose of one (1) original and two (2) copies of the first and second components of its bid.)</p>										
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center">Lot No.</th> <th align="center">Item/ Description</th> <th align="center">Unit</th> <th align="center">Qty.</th> <th align="center">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td align="center">4</td> <td>SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)</td> <td align="center">lot</td> <td align="center">1</td> <td align="right">Php 180,000.00</td> </tr> </tbody> </table>	Lot No.	Item/ Description	Unit	Qty.	Approved Budget for the Contract (ABC)	4	SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)	lot	1	Php 180,000.00
Lot No.	Item/ Description	Unit	Qty.	Approved Budget for the Contract (ABC)							
4	SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)	lot	1	Php 180,000.00							
20.2	No additional requirement										
21.2	No additional requirement										



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Section IV. General Conditions of Contract



**BUREAU OF FISHERIES AND AQUATIC RESOURCES
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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.



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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.



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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 delivery terms applicable to this Contract are delivered to San Jose, Romblon. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the documentary requirements as per COA rules and regulations to the Procuring Entity:</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are <i>SAAD Area Coordinators, SAAD Community Development Officers and Provincial Fishery Officer/ SAAD Provincial Lead</i>.</p> <p><i>Delivery will be at San Jose, Romblon. Delivered items are to be accepted/ received by the Municipal Agriculturist/ Representative witnessed by the SAAD Area Coordinator assigned in the said municipalities. Delivered items are for inspection of the Regional Inspection Representative, Property Custodian, End-user/ Representative and COA Representative.</i></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.



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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

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 one (1) year after the delivery.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions



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	<p>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 Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>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	<p>“The terms of payment shall be as follows: <i>Partial payment is allowed upon delivery of partial item.</i>”</p>
4	<p>The inspections and tests will be conducted by the designated delivery inspector in accordance with the existing laws.</p>



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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.

Lot No.	Description	Qty.	Total	Delivered, Weeks/Months
4	SEAWEED SEEDLINGS (Kappaphycus sp.) Delivery Site: San Jose, Romblon	6,000 kilos	6,000 kilos	Within the year of 2023 upon perfection of Notice to Proceed <i>(staggered scheme due to seasonal planting season)</i>



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Section VII. Technical Specifications



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Technical Specifications

Lot No.	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
4	<p>SIX THOUSAND (6,000) KILOS OF SEAWEED SEEDLINGS (Kappaphycus sp.)</p> <p>Delivery Site: San Jose, Romblon</p>	



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Section VIII. Checklist of Technical and Financial Documents



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Checklist of Technical and Financial Documents

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.

IMPORTANT REMINDERS

The above checklist is in conformity with the requirements of the bid project; the provisions of the Philippine Bidding Documents; and Republic Act No. 9184 or the Government Procurement Reform Act and its 2016 Implementing Rules and Regulations (IRR).

- ✓ *The bidders are encouraged to consult this checklist in the preparation of their Bid Envelopes. However, this is **BY NO MEANS EXCLUSIVE**. Bidders **must still familiarize themselves and abide with** other bid requirements not otherwise included in the checklist such as, but not limited to those in the TOR, Bid Bulletins, Pertinent GPPB guidelines, rules, etc.*
- ✓ *Bidders are highly encouraged to consult **GPPB Circular No. 04-2020 dated 16 September 2020** for the required forms to be submitted and the mandatory provisions of each form, which may be accessed through this link: <https://www.gppb.gov.ph/issuances/Circulars/GPPB%20Circular%20No.%2004-2020.pdf>*
- ✓ *In case of conflict between the checklist provided herein and the provisions of the bidding documents, the latter shall prevail. In case of conflict between the bidding documents and RA 9184 and its IRR, the latter shall prevail.*
- ✓ *All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.*
- ✓ *All pages of the documents shall be signed / initialed by the bidder or by his / her authorized representative.*
- ✓ *To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist when placed in an Envelope, with documents tabbed and labeled according to the Dog-Ear Code.*
- ✓ *Bidders are likewise advised to properly place the documents in folders (fastened or bound) before placing the same in the required envelopes to avoid misplacing or disorganizing the documents.*