



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY
PCA Annex Building, Elliptical Road, Diliman, Quezon City

BIDDING DOCUMENTS

Procurement of Certification Services for PFDA Regional Fish Ports (Lucena, Iloilo, Davao, and General Santos Fish Port Complexes) Quality Management System (QMS) under ISO 9001:2015 Standards

Philippine Fisheries Development Authority

**Sixth Edition
August 2024**

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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.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification

facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
Department of Agriculture

PHILIPPINE FISHERIES DEVELOPMENT AUTHORITY

Invitation to Bid

Procurement of Certification Services for PFDA Regional Fish Ports (Lucena, Iloilo, Davao, and General Santos Fish Port Complexes) Quality Management System (QMS) under ISO 9001:2015 Standards

1. The Philippine Fisheries Development Authority (PFDA), through its corporate funds FY 2024 intends to apply the sum of **One Million Eight Hundred Ninety Thousand Pesos (Php1,890,000.00)** being the Approved Budget for the Contract (ABC), to payments under the contract for the **Procurement of Certification Services for PFDA Regional Fish Ports (Lucena, Iloilo, Davao, and General Santos Fish Port Complexes) Quality Management System (QMS) under ISO 9001:2015 Standards**. Bids received in excess of the ABC shall be automatically rejected at the opening of the financial proposals.
2. The PFDA now invites bids for the above Procurement Project. Delivery, for the provision of three-year registration cycle involving audit, surveillance audits and individual ISO 9001:2015 registration for the following PFDA Regional Fish Ports:
 - Lucena Fish Port Complex (LFPC)
 - Iloilo Fish Port Complex (IFPC)
 - Davao Fish Port Complex (DFPC), and
 - General Santos Fish Port Complex Fish Port Complex (GSFPC)

The scope of registration is **“Public Administration Covering Market and Harbor Operations”**

3. Delivery of Services is required for thirty-six (36) months upon receipt of Notice to Proceed (NTP). Bidders should have completed, within three (3) years, 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.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Interested bidders may obtain further information from Philippine Fisheries Development Authority- Special BAC Secretariat through email or through PFDA Central Office, PCA Annex Building 1, Elliptical Road, Diliman, Quezon City, Metro Manila during office hours (8:00 am. – 5:00 pm.) Mondays to Fridays.

6. A complete set of Bidding Documents may be acquired by interested bidders from the Special Bids and Awards Committee (SBAC) Secretariat, in the amount of **₱5,000.00**, on the following schedules and venue:

Schedules	Venue
August 15, 2024 to September 2, 2024 (8:00 AM to 3:00PM)	PFDA- Central Office, Diliman, Quezon City
September 3, 2024 (before 8:00 AM)	

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PFDA website, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The Philippine Fisheries Development Authority will hold a Pre-Bid Conference on **August 22, 2024, 10:00 AM** at PFDA Central Office, Diliman, Quezon City which shall be open to prospective bidders.
8. Bids must be duly received by the SBAC Secretariat through manual submission at the said venue **on or before September 3, 2024, 8:00 AM**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **September 3, 2024, 10:00 AM** at the PFDA Central Office, Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The bidders must refer to the published Bidding Documents for final guidance.
12. The PFDA 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 Section 41 of RA 9184 and its 2016 RIRR, without thereby incurring any liability to the affected bidder or bidders.
13. Department of Agriculture - Philippine Fisheries Development Authority 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 General Manager or the National Bureau of Investigation for entrapment and proper investigation.

14. For further information, please refer to:

Ms. Lei Kamille C. Jacinto
Head, PFDA-SBAC Secretariat
PCA Annex Bldg.
Elliptical Road, Diliman, Quezon City
sbac.co@pfda.gov.ph
(02) 8925-84737850
(02) 8925-6146

15. You may visit the following websites for downloading of Bidding Documents:
Copy of the ITB and Bid Documents will be uploaded here:

<https://pfda.gov.ph/index.php/bac/invitation-list>

<https://pfda.gov.ph/bac/bid-documents>

Editable forms: <https://bit.ly/BACEditableForms>



MC CHRISTIAN JULIUS A. MACARANAS
Chairperson
PFDA Special Bids and Award Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, PFDA wishes to receive Bids for the ISO 9001:2015 Certifying Body (CB) for Lucena, Iloilo, Davao, and General Santos Fish Port Complexes of the Philippine Fisheries Development Authority:

Lot No.	RFPs	Name of Requirement/Brief Description
1	Lucena Fish Port Complex	One (1) Certification Audit and 2 Surveillance Audit for Public Administration Covering Market and Harbor Operations
2	Iloilo Fish Port Complex	One (1) Certification Audit and 2 Surveillance Audit for Public Administration Covering Market and Harbor Operations
3	Davao Fish Port Complex	One (1) Certification Audit and 2 Surveillance Audit for Public Administration Covering Market and Harbor Operations
4	General Santos Fish Port Complex	One (1) Certification Audit and 2 Surveillance Audit for Public Administration Covering Market and Harbor Operations

The Procurement Project (referred to herein as “Project”) is composed of ISO 9001:2015 Certification/Recertification and two (2) Surveillance Audits for Lucena, Iloilo, Davao and General Santos Fish Port Complexes of Philippine Fisheries Development Authority, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The Government of the Philippines (GOP) through the source of funding as indicated below for CY 2024 in the amount of One Million Eight Hundred Ninety Thousand Pesos (Php1,890,000.00) inclusive of all applicable taxes and other charges. Below is the breakdown per location:

Lot No.	RFPs	ABC for the first year	Total ABC for three (3) years
1	LFPC	120,000.00	360,000.00
	IFPC	140,000.00	420,000.00
	DFPC	160,000.00	480,000.00
	GSFPC	210,000.00	630,000.00

2.2. The source of funding: PFDA Corporate Funds

3. Bidding Requirements

- 3.1. 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.
- 3.2. 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.
- 3.3. 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

- 4.1. 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. Bidding is restricted to Filipino citizens, sole proprietorship, partnership, corporation, cooperative 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 rep. Act. No. 5183.

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 least fifty percent (50%) of the ABC of each lot to be bid or two (2) or more similar completed contracts with an aggregate amount of at least 50% of the ABC of each lot to be bid. The largest of these contracts must be equivalent to at least 25% of the ABC of each lot to be bid.

A CONTRACT/S IS/ARE CONSIDERED TO BE "SIMILAR" TO THE CONTRACT TO BE BID IF IT COVERS THE REQUIREMENTS STATED IN THE BDS.

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

6.1 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

8.1. The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

9. Clarification and Amendment of Bidding Documents

9.1. 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 3 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

- 15.1 Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.
- 15.2. 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.
- 15.3. If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

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 10 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 PFDA will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The bidder must bid for the entire four (4) lot. Evaluation will be undertaken for the four (4) lot. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for the whole lot.
- 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 one (1) contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
10.2	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> ISO 9001:2015 CERTIFICATION AUDIT OF ANOTHER GOVERNMENT AND/OR PRIVATE ORGANIZATION WHERE THE CORRESPONDING CERTIFICATE WAS ISSUED FOR THE PURPOSE; Completed within three (3) years prior to the deadline for the submission and receipt of bids on September 3, 2024.
12.0	<p>The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
1.0	<p>Provision of three-year registration cycle involving audit, surveillance audits and individual ISO 9001:2015 registration for the following PFDA Regional Fish Ports:</p> <ul style="list-style-type: none"> - Lucena Fish Port Complex (LFPC) - Iloilo Fish Port Complex (IFPC) - Davao Fish Port Complex (DFPC), and - General Santos Fish Port Complex Fish Port Complex (GSFPC) <p>The scope of registration is “Public Administration Covering Market and Harbor Operations”</p>
14.0	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less than Php 37, 800.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than Php 94,500.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
	<p>See attached Terms of Reference (TOR)</p>

	The Terms of Reference (TOR) defines the Schedule of Requirements.
7.0	Subcontracting is not allowed.
	<p>The PFDA SBAC address is:</p> <p style="text-align: center;">Philippine Fisheries Development Authority Special Bids and Awards Committee PCA Annex Building Elliptical Road, Diliman, Quezon City, M.M.</p>
	The Project will be awarded as one (1) lot

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

- 1.1. 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.
- 1.2. 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

- 3.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

- 4.1. 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

- 6.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 6.2. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause																					
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.																				
1.0	The services of the CB will be engaged for three (3) years: to commence upon issuance of Notice to Proceed for the Assessment Audit for CY 2024 followed by the Surveillance Audits in years 2025 and 2026.																				
2.0	<p>Payment shall be made in three (3) installments upon completion of each of the following milestones and submission of the required deliverables, to wit:</p> <table><tr><th>CY</th><th>Activity</th><th>Deliverable</th><th>Payment</th></tr><tr><td>2024</td><td>Assessment Audit for CY 2024</td><td>a. Audit Plan; b. Assessment Audit Report; and c. Issuance of individual ISO 9001:2015 Certificate to LFPC, IFPC, DFPC & GSFPC</td><td>50%</td></tr><tr><td>2025</td><td>1st Surveillance Audit</td><td>a. Audit Plan; and b. 1st Surveillance Audit Report</td><td>25%</td></tr><tr><td>2026</td><td>2nd Surveillance Audit</td><td>a. Audit Plan; and b. 1st Surveillance Audit Report</td><td>25%</td></tr><tr><td colspan="3">TOTAL</td><td>100%</td></tr></table>	CY	Activity	Deliverable	Payment	2024	Assessment Audit for CY 2024	a. Audit Plan; b. Assessment Audit Report; and c. Issuance of individual ISO 9001:2015 Certificate to LFPC, IFPC, DFPC & GSFPC	50%	2025	1 st Surveillance Audit	a. Audit Plan; and b. 1 st Surveillance Audit Report	25%	2026	2 nd Surveillance Audit	a. Audit Plan; and b. 1 st Surveillance Audit Report	25%	TOTAL			100%
CY	Activity	Deliverable	Payment																		
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2026	2 nd Surveillance Audit	a. Audit Plan; and b. 1 st Surveillance Audit Report	25%																		
TOTAL			100%																		
1.0	The Certification Body shall conduct separate ISO 9001:2015 audits and issue certifications to LFPC, IFPC, DFPC, and GSFPC, contingent upon each entity's compliance with the applicable standards. The audit results of each site shall not affect the certification status of other locations.																				

Section VI. Schedule of Requirements

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

Description	Quantity	Total	Delivered (Weeks/Months)
Services of Certification Body to Provide ISO 9001:2015 Certification and Surveillance Audit	4 locations	1 lot	36 months (3 years) upon receipt of the Notice to Proceed (NTP)

Activities and Deliverables

Activity	Deliverable
Preparation and submission of audit plan	Audit Plan: Stage 1 - one (1) day Stage 2 - two (2) days
Conduct audit within seven (7) days upon the receipt of Notice to Proceed	Stage 1 Audit Report Stage 2 Audit Report
Evaluation of correction/corrective and preventive actions	Acceptance Report and Correction/ Corrective and Preventive Actions
Issuance of ISO 9001:2015 Certificate valid for three (3) years (Year 2024)	ISO 9001:2015 Certificate
Surveillance Audit for the 2 nd year (Year 2025) - One (1) day	1 st Surveillance Audit
Surveillance Audit for the 3 rd year (Year 2026) - One (1) day	2 nd Surveillance Audit

Note: Flexibility in the project schedule shall be allowed subject to PFDA approval.

The Certification Body shall conduct separate ISO 9001:2015 audits and issue certifications to LFPC, IFPC, DFPC, and GSFPC, contingent upon each entity's compliance with the applicable standards. The audit results of each site shall not affect the certification status of other locations.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Technical Specifications

Project Title: Procurement of Certification Services for PFDA Regional Fish Ports (Lucena, Iloilo, Davao, and General Santos Fish Port Complexes) Quality Management System (QMS) under ISO 9001:2015 Standards

A. BACKGROUND AND RATIONALE

Executive Order No. 605, series of 2017 entitled “Institutionalizing the Structure, Mechanisms, and Standards to Implement the Government Quality Management Program (GQMP), amending for the purpose of Administrative Order No. 161, s. 2006” was issued on 23 February 2007 to all departments and agencies of the Executive branch, including all government-owned and/or controlled corporations (GOCCs) and government financial institutions (GFIs) to enhance the quality of operations, public service efficiency, and customer satisfaction.

In compliance with the EO No. 605, the Philippine Fisheries Development Authority (PFDA) has sought the Certification for ISO 9001:2015 of Public Administration covering Market and Harbor Operations for its six (6) out of nine (9) Regional Fish Ports, namely: Navotas Fish Port Complex (NFPC), Lucena Fish Port Complex (LFPC), Iloilo Fish Port Complex (IFPC), Davao Fish Port Complex (DFPC), General Santos Fish Port Complex (GSFPC) in year 2018, and Zamboanga Fish Port Complex (ZFPC) in year 2019.

For the year 2024, the PFDA intends to procure and engage the services of a Certifying Body that will conduct an assessment and surveillance audit of the Quality Management System (QMS) covering the Harbor and Market Operations of Lucena Fish Port Complex (LFPC), Iloilo Fish Port Complex (IFPC), Davao Fish Port Complex (DFPC), and General Santos Fish Port Complex (GSFPC) for ISO Certification and periodic surveillance audits thereafter prior to fulfillment of ISO 9001:2015 Certification.

B. OBJECTIVE

The project aims to subject the QMS covering Market and Harbor Operations of the LFPC, IFPC, DFPC, and GSFPC to an assessment and surveillance audits by an independent Certifying Body based on the ISO 9001:2015 Standards towards the continual improvement of the systems processes and services.

C. SCOPE OF WORK

The following shall be the scope of work of the Certifying Body:

1. The Certification and Surveillance Audits of the Market and Harbor Operations of the following Regional Fish Port Complexes (RFPs):

- a. Davao Fish Port Complex
 - b. General Santos Fish Port Complex
 - c. Iloilo Fish Port Complex
 - d. Lucena Fish Port Complex
2. The Certifying Body shall conduct separate ISO 9001:2015 audits and issue certifications to LFPC, IFPC, DFPC, and GSFPC, contingent upon each entity's compliance with the applicable standards. The audit results of each site shall not affect the certification status of the other RFPs.
3. The Certification and Surveillance Audits shall cover the following activities:

Table 1 – Activities and Deliverables

Activity	Deliverable
Preparation and submission of audit plan	Audit Plan: Stage 1 - one (1) day Stage 2 - two (2) days
Conduct an audit within seven (7) days from receipt of the Notice to Proceed	Stage 1 Audit Report Stage 2 Audit Report
Evaluation of correction/corrective and preventive actions	Acceptance Report and Correction/ Corrective and Preventive Actions
Issuance of ISO 9001:2015 Certificate valid for three (3) years (Year 2024)	ISO 9001:2015 Certificate
Surveillance Audit for the 2 nd year (Year 2025) - One (1) day	1 st Surveillance Audit
Surveillance Audit for the 3 rd year (Year 2026) - One (1) day	2 nd Surveillance Audit

Note: Flexibility in the project schedule shall be allowed subject to PFDA's approval.

NOTE: The Certification Body shall conduct separate ISO 9001:2015 audits and issue certifications to LFPC, IFPC, DFPC, and GSFPC, contingent upon each entity's compliance with the applicable standards. The audit results of each site shall not affect the certification status of other locations.

D. PFDA'S RESPONSIBILITIES

1. The PFDA, through the RFPs' QMS Core Team and Secretariat, shall:
 - a. Closely coordinate with the representatives of the Certifying Body in the preparation and conduct of the audit and other related audit/certification activities.

b. Coordinate the conduct of audit activities ensuring that the process owners and concerned PFDA-RFPs' officials and staff are available on the scheduled dates of the audits.

2. Prior to any execution of activities related to this, the RFPs' QMS Core Team and Secretariat shall convene a meeting between their key personnel concerned and the representatives of the Certifying Body. The RFPs' QMS Core Team and Secretariat shall undertake the close anchoring and monitoring of all activities as indicated herein.

E. CERTIFYING BODY'S RESPONSIBILITIES

1. The Certifying Body shall prepare a Certification and Surveillance Audit Plan and schedule of activities for the entire duration of the project.
2. The representatives of the Certifying Body shall submit audit reports, and other deliverables (refer to table 1) on mutually agreed schedules, including the man-days required therefore in accordance with the prevailing applicable standards.
3. The Certifying Body undertakes to perform the audits with the highest standards of professional and ethical competence and integrity.
4. The Certifying Body should ensure that the issued Certificate reflects the same year in which the audit was conducted.
5. The representatives from the Certifying Body shall inform the PFDA Overall Quality Management Representative through and in coordination with the RFPs' QMS Core Team and Secretariat regarding any changes on the schedule of audits or any delays in any of the activities related to ISO 9001:2015 reassessment and surveillance audits.
6. Provision of information on any conflicts of interest and proposed approach to the resolution thereof shall be provided by the Certifying Body.
7. The Certifying Body commits to treat with utmost confidentiality, all information and materials gathered and used relating to this engagement or the PFDA's business or operations.

F. QUALIFICATION REQUIREMENTS

The Certifying Body must comply with the following minimum requirements:

A. Qualification and Competencies:

1. At least five (5) years of ISO 9001 auditing experience.
2. A proven track record of certifying government agencies for QMS.

Audit teams, including surveillance, should satisfy the following requirements:

1. Consists of auditors with hands-on experience on QMS qualified to conduct audits in the name of the Certifying Body.
2. At least one (1) auditor of the initial team should participate in all audits of the three-year audit cycle.
3. At least one (1) team member shall have relevant sector specific experience for all relevant ISIC codes Rev. 4 (A03 Fishing and Aquaculture and 0 84 Public Administration)
4. At least two (2) members shall have a minimum of three (3) years ISO 9001:2015 auditing experience in a Port similar to Fish Ports operation;
5. Have team members with actual hands-on experience in the Government QMS Process.
6. The Certifying Body must have the capability to conduct remote audit services if needed aside from other ordinary modes of conducting the audit.

Replacement of any team member shall require prior written approval from the PFDA.

B. Eligibility Requirements:

1. Accreditation by the Department of Trade and Industry-Philippine Accreditation Bureau (DTI-PAB)
2. A locally registered office by the Securities and Exchange Commission (SEC) accredited by both the Philippine Accreditation Office and an international accreditation body
3. A valid Business/Mayor's Permit
4. BIR Tax Clearance
5. Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate
6. Notarized Omnibus Sworn Statement

G. CONDITIONS OF ENGAGEMENT

1. The Certifying Body shall provide the PFDA with its company profile highlighting related projects, scope of work, and implementation methodology along with all its permits and accreditation certificates. The curriculum vitae of each member of its proposed audit/certification team shall also be submitted. All these documents shall be submitted together with their financial quotation and incomplete or non-submission shall be grounds for disqualification.

2. The Certifying Body shall abide by the auditing principles, terminologies, and guidelines as specified in the ISO 9001:2015 - Guidelines for Quality and/or Environmental Management Systems Auditing.
3. The Certifying Body shall include the audit activities and a procedure for client appeals in the proposal. Any dispute between the PFDA-RFPs and the Certifying Body that may arise shall be resolved amicably in good faith. However, the PFDA-RFPs shall be afforded the right to lodge appeals about the decisions of the audit team through the accreditation body. Further, the parties are not precluded from resorting to any legal remedy that may be available to them.
4. The Certifying Body shall adhere to the agreed scope of work and deliverables approved by the PFDA.
5. The Certifying Body shall provide a full report on the operations audited consistent with the content of the approved scope of work/deliverables to the agency at the end of each initial and surveillance audit, unless otherwise agreed by the PFDA.
6. All information reviewed and recorded by the Certifying Body audit team shall always be treated in the strictest confidence.

H. DURATION OF ENGAGEMENT, TIMELINE, AND LEVEL OF EFFORT

1. The services of the Certifying Body will be engaged for three (3) years: to commence upon issuance of Notice to Proceed for the Assessment Audit for CY 2024 followed by the Surveillance Audits in years 2025 and 2026.
2. The engagement of the auditors for the conduct of the Assessment and Surveillance Audits will end after the completion, presentation, and submission of audit reports, and other deliverables.

I. ENGAGEMENT FEE

1. Financial proposals shall not exceed the Approved Budget for the Contract (ABC) of One Million Eight Hundred Ninety Thousand Pesos (Php1,890,000.00) and shall be deemed to include the cost of all taxes, duties, fees, levies, and other charges imposed under applicable laws. Financial proposals received in excess of the ABC shall be automatically rejected.
2. Payment shall be made in three (3) installments upon completion of each milestone and submission of the required deliverables, to wit:

CY	Activity	Deliverable	Payment
2024	Assessment Audit for CY 2024	a. Audit Plan; b. Assessment Audit Report; and c. Issuance of individual ISO 9001:2015 Certificate to LFPC, IFPC, DFPC & GSFPC	50%
2025	1 st Surveillance Audit	a. Audit Plan; and b. 1 st Surveillance Audit Report	25%
2026	2 nd Surveillance Audit	a. Audit Plan; and b. 2 nd Surveillance Audit Report	25%
TOTAL			100%

3. Payment based on the foregoing milestones shall be subject to any applicable tax obligation/deduction and the usual accounting and auditing rules and regulations.

J. SPECIAL CONDITIONS

1. The PFDA reserves the right to reject any or all proposals, or to waive any defect or informality or minor deviations thereon, which do not affect the substance and validity of any or all the proposals.
2. The PFDA reserves the right to reject the proposal of any proponent who:
 - a. Does not offer the required services as provided for in this Terms of Reference;
 - b. Is discovered to have suppressed, disclosed, or falsified information; or
 - c. Failed to perform/complete any contract previously awarded to it satisfactorily.
3. The PFDA reserves the right to review other relevant information affecting the proponent or the proposal before the approval of the contract. Should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of the proposals, the PFDA may disqualify the proponent from obtaining the award.

K. CONFIDENTIALITY

The Certifying Body will ensure that all information that may come to their knowledge and/or shared by PFDA and its RFPs under this project shall remain confidential even after the end of the contract.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**
- ☐ (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. In case of recently expired Mayor's or Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement; and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) Bidder's latest 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.

If it is electronically submitted to the BIR, the Transaction Reference Number shall serve as the proof of submission, in lieu of the manual "Received" stamping. (Source: Revenue Memorandum Circular No. 49-2020)

- ☐ (k) 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

- ☐ (l) 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)

- ☐ (m) 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.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Note: Use the prescribed Forms/Templates (e.g. Bid Securing Declaration, Omnibus Sworn Statement, Financial Bid Form, Price Schedules) which may be accessed through this the following links:

GPPB Website: <https://www.gppb.gov.ph/downloadable-forms/>

Editable forms: <https://bit.ly/BACEditableForms>

The forms should include all the mandatory provisions as identified in Item 6 of GPPB Circular 04-2020 dated 16 September 2020. Non-inclusion of the mandatory provisions in any of the Required Forms shall be a ground for disqualification.

FORMS

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, whether Similar or Not Similar in Nature and Complexity of the Contract to be Bid

A. Government

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

B. Private

Project Details a) Project Title b) Agency/Company c) Contract Amount/Value d) Contract Duration/Period e) Date Started	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
		Planned	Actual	
1.				
2.				

Note: The following documents must be attached to this Form: (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

This is to certify that the above statement is true and correct.

Signature over Printed Name of Authorized Representative

Statement of Single Largest Completed Contracts (SLCC) Similar to the Contract to be Bid

Project Details	Contract Amount	Description of the Project or Major Categories of Work Similar to the Contract to be Bid
a) Project Title b) Agency/Company c) Contract Duration/Period d) Date Started e) Date Completed	a) Value as Awarded b) Value adjusted to current prices using PSA consumer price indices, when necessary	
a)		
b)		
c)		
d)		
e)		

Note:

The following documents must be attached to this Form: (a) End-User's Acceptance, or (b) Official Receipt(s) or Sales/Service Invoice issued for the completed contract.

The End-User's Acceptance must have the following details:

- a) Name of the Project Owner that issued the certificate;*
- b) Name of Contractor/Service Provider;*
- c) Name of Contract; and,*
- d) Contract Duration*

This is to certify that the above statement is true and correct.

Signature over Printed Name of Authorized Representative

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

BID SECURING DECLARATION

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]

Omnibus Sworn Statement (Revised)

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]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

- A. Summary of the Bidder's assets and liabilities on the basis of the attached Audited Financial Statements stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or its authorized collecting agent, for the immediately preceding year.

	PARTICULARS	AMOUNT
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

K= 15

NFCC= ₱ _____

Submitted by:

Authorized Signature
Name & Title of Authorized Signatory
Name of Bidder-Agency
Bidder's Address

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 of agent
Amount and Purpose of
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: _____