



# NATIONAL FOOD AUTHORITY

Bicol Regional Office (Region V)



Project Reference No. NFA-RO5-GOODS-2025-03

## PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION

# NFA BICOL REGION BIDDING DOCUMENTS

Date of Issue: April 30, 2025

## PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION

Project Reference No. NFA-RO5-GOODS-2025-03

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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, CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 the 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). **CONTRACTOR** as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***SECTION I. Invitation to Bid***



Republic of the Philippines  
**NATIONAL FOOD AUTHORITY**  
**BICOL REGIONAL OFFICE**

Pier Site, Legazpi City  
Hotline No. 09202340108/

Website: [www.nfa.gov.ph](http://www.nfa.gov.ph) Email Address: [region5@nfa.gov.ph](mailto:region5@nfa.gov.ph)



## INVITATION TO BID

### PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION

**Project Reference No. NFA RO5-GOODS-2025-03**

- The **NATIONAL FOOD AUTHORITY (NFA) Bicol Region**, through the Corporate Operating Budget for 2025, intends to apply the sum of **Seven Million, Six-Hundred Seventy-One Thousand, Seven-Hundred Twenty Pesos and Seventy-Seven Centavos (₱7,671,720.77)** being the Approved Budget for the Contract (ABC) for the project **Procurement of Pest Control Supplies and Materials Requirement of NFA Bicol Region**. Bids received in excess of the ABC shall be automatically rejected at bid opening. Details are as follows:

Lot No.	Item/s	SPECIFICATION	QUANTITY	Total Approved Budget for the Contract (ABC) (₱) inclusive of VAT
1	Cyfluthrin	1L/bottle	4	₱ 8,800.00
2	Permethrin with Piperonyl Butoxide and S- Bioallethrin	1L/bottle	22	₱ 217,294.00
3	Pirimiphos Methyl 25EC	1L/bottle	524	₱ 1,624,400.00
4	Pirimiphos Methyl 50EC	1L/bottle	356	₱ 2,545,400.00
5	Aluminum Phosphide	1kg/flask	931	₱ 2,462,913.95
6	Gas Detection Sampling Pump	Unit	3	₱ 110,912.82
7	Phosphine Tubes (high range)	Piece	600	₱ 222,000.00
8	Full face gas mask	Unit	5	₱ 140,000.00
9	Gas mask Canister/filter	piece	50	₱ 340,000.00
<b>TOTAL</b>				<b>₱ 7,671,720.77</b>

- The **NFA Bicol Regional Office** now invites bids for the above Procurement Project. Delivery of Goods is required **within SEVEN (7) calendar days upon receipt of the Notice to Proceed (NTP)**.

Bidders should have completed within the last three (3) years from the date of submission and receipt of bids:

- a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC; or

- ii. at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% of the ABC, the largest of which must be equivalent to at least 25% of the ABC.
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 5183.

- 4. Prospective Bidders may obtain further information from the RBAC Secretariat and inspect the Bidding Documents at the address given below during office hours (Monday to Friday) from 8:00 AM to 5:00 PM:

Address : **NATIONAL FOOD AUTHORITY**  
 Bicol Regional Office  
 2<sup>nd</sup> Floor, Pier Site, Legazpi City 4500

- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 30 – May 20, 2025** (working days only) from the given address and website(s) below, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB:

Lot No.	Approved Budget for the Contract (ABC)	Bidding Fee (₱)
1	₱ 8,800.00	₱ 500.00
2	₱ 217,294.00	₱ 500.00
3	₱ 1,624,400.00	₱ 5,000.00
4	₱ 2,545,400.00	₱ 5,000.00
5	₱ 2,462,913.95	₱ 5,000.00
6	₱ 110,912.82	₱ 500.00
7	₱ 222,000.00	₱ 500.00
8	₱ 140,000.00	₱ 500.00
9	₱ 340,000.00	₱ 500.00

It may also be downloaded free-of-charge from the websites below, subject to the payment of applicable fee for the Bidding Documents not later than the deadline of submission of bids in order to participate in the bidding process.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

Address : **NATIONAL FOOD AUTHORITY**  
 Bicol Regional Office  
 2<sup>nd</sup> Floor, Pier Site, Legazpi City 4500

Website(s) : **PhilGEPS – philgeps.gov.ph**  
[www.nfa.gov.ph](http://www.nfa.gov.ph)

- 6. The NFA Bicol Regional Office will hold a Pre-Bid Conference on **May 8, 2025 10:00 AM** at the 2<sup>nd</sup> Floor, Conference Room, NFA Office Building, Pier Site,

Legazpi City, and/or through video conferencing or webcasting platform which shall be open to all prospective bidders and with the link to be provided prior to the conduct of the pre-bidding conference.

7. Bids must be duly received by the RBAC Secretariat through **manual submission or through courier** at the office address indicated below on or before **May 20, 2025 not later than 9:30 AM**. Late bids shall not be accepted.

Address : NATIONAL FOOD AUTHORITY  
Bicol Regional Office,  
2<sup>nd</sup> Floor, Conference Room,  
Pier Site, Legazpi City

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.1.

9. Bid opening shall be on **May 20, 2025 at 10:00 AM** at the given address and via video conferencing or webcasting platform with the link to be provided prior to the conduct of bid opening. Bids will be opened in the presence of the bidders or bidders' representatives who choose to attend the activity.

Address : NATIONAL FOOD AUTHORITY  
Bicol Regional Office,  
2<sup>nd</sup> Floor, Conference Room,  
Pier Site, Legazpi City

10. The **NFA Bicol Regional Office** 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 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Name of Officer : **MICHELLE L. CASTUERA**  
Name of Office : NATIONAL FOOD AUTHORITY Bicol Regional Office  
Postal Address : Pier Site, Legazpi City 4500  
Hotline No. : 0920 234 0108  
Email Address : [region5@nfa.gov.ph](mailto:region5@nfa.gov.ph)  
Website : [www.nfa.gov.ph](http://www.nfa.gov.ph)

12. You may visit the following websites for downloading of Bidding Documents:  
PhilGEPS – [philgeps.gov.ph](http://philgeps.gov.ph)  
NFA - [www.nfa.gov.ph](http://www.nfa.gov.ph)

Date of Issue/Posting : **April 30, 2025**

**ELMER D. ENAJE**  
RBAC Chairperson

## ***SECTION II. Instructions to Bidders***

## SECTION II. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 1. Scope of Bid

The Procuring Entity, **NFA Bicol Region** wishes to receive Bids for the Project **PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION** with Project Reference No. **NFA-RO5-GOODS-2025-03**.

The Procurement Project is composed of **nine (9) lots**, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

2.1 The GOP through the source of funding as indicated below for 2025 in the amount of **Seven Million, Six-Hundred Seventy-One Thousand, Seven-Hundred Twenty Pesos and Seventy-Seven Centavos (P7,671,720.77)**.

2.2 The source of funding is the Corporate Operating Budget.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

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

5.2 Foreign ownership exceeding 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 must have:
- i. a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least fifty percent (50%) of the ABC; or
  - ii. at least two (2) similar completed contracts with aggregate contract amounts equivalent to at least fifty percent (50%) of the ABC, the largest of which must be equivalent to at least twenty-five percent (25%) of the ABC.

For this purpose, contracts similar to the Project shall be those described and completed within the relevant period stated in the BDS, Clause 10.2 of the ITB and paragraph 2 of the IB.

- 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**

The Procuring Entity will hold a **pre-bid conference** for this Project on the specified date and time and either at its physical address at **2nd floor, Conference Room**, NFA Bicol Regional Office, Pier Site, Legazpi City, and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three (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 a 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 the delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

**13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

**14. Bid Security**

14.1 The Bidder shall submit a **Bid Securing Declaration** or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

<b>Form of Bid Security</b>	<b>Amount of Bid Security (Not Less than the Percentage of the ABC)</b>
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.  <i>For biddings conducted by LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
(b) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.  <i>For biddings conducted by LGUs, the Cashier’s/Manager’s Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

14.2. The Bid and bid security shall be valid for 120 days from the Bid Opening (April 30, 2025) or until **August 28, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**15. Sealing and Marking of Bids**

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

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

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

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

The Bidders shall submit on the specified date and time and 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, the 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to

Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**

## **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**.

## ***Section III. Bid Data Sheet***

## Section III. BID DATA SHEET

ITB CLAUSE	PARTICULARS
5.3	<p>For this purpose, contracts similar to the Project shall refer to:</p> <ul style="list-style-type: none"> <li>a. The manufacture/importation/distribution/sale of Pest Control Supplies and Materials for use in the conduct of pest control activities, such as but not limited to fogging, spraying, fumigation, etc. to arrest or control spread of stored product pests.</li> <li>b. Contracts completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	The Procuring Entity has prescribed that: <u>Subcontracting is not allowed.</u>
10.1	<p>The first envelope shall also contain the following technical documents which shall support the bidder's Statement of Conformity with the Technical Specifications:</p> <ul style="list-style-type: none"> <li>• Duly signed Supplier's Profile to state the following:                         <ul style="list-style-type: none"> <li>a. contact information/details of the company, including its branch offices if any;</li> <li>b. number of years in the business;</li> <li>c. organizational chart/set-up including names of employees</li> </ul> </li> <li>• If <b>dealer/distributor</b>:                         <ul style="list-style-type: none"> <li>i. submit valid dealership/distributorship agreement with the manufacturer</li> <li>ii. (VAT or Non-VAT) Registration Certificate, or</li> </ul> </li> <li>• If <b>manufacturer</b>, submit:                         <ul style="list-style-type: none"> <li>i. proof of ownership of the plant, with location/address</li> <li>ii. (VAT or Non-VAT) Registration Certificate</li> </ul> </li> <li>• <b>Valid Certificate of Product Registration</b> from Fertilizer and Pesticides Authority (FPA) or Food and Drug Administration (FDA);</li> <li>• <b>Valid and current License to Operate (LTO)</b> issued by the Fertilizer and Pesticide Authority (FPA) or the Food and Drug Administration (FDA)</li> <li>• <b>Valid and Current NFA Operations Coordination Department -Technical Services Department (OCD-TSD) certificate</b> that the product being offered with given active ingredient passed the OCD-TSD test and evaluation and is recommended for use in NFA pest control activities.</li> <li>• any evidence 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.</li> </ul>

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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> <p>a. The amount of not less than 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</p> <p>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</p> <table border="1" data-bbox="407 637 1450 1074"> <thead> <tr> <th>Lot No.</th> <th>Approved Budget for the Contract (ABC)</th> <th>2% of the ABC</th> <th>5% of the ABC</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>₱ 8,800.00</td> <td>₱176.00</td> <td>₱440.00</td> </tr> <tr> <td>2</td> <td>₱ 217,294.00</td> <td>₱4,345.88</td> <td>₱10,864.70</td> </tr> <tr> <td>3</td> <td>₱ 1,624,400.00</td> <td>₱32,488.00</td> <td>₱81,220.00</td> </tr> <tr> <td>4</td> <td>₱ 2,545,400.00</td> <td>₱50,908.00</td> <td>₱127,270.00</td> </tr> <tr> <td>5</td> <td>₱ 2,462,913.95</td> <td>₱49,258.28</td> <td>₱123,145.70</td> </tr> <tr> <td>6</td> <td>₱ 110,912.82</td> <td>₱2,218.26</td> <td>₱5,545.64</td> </tr> <tr> <td>7</td> <td>₱ 222,000.00</td> <td>₱4,440.00</td> <td>₱11,100.00</td> </tr> <tr> <td>8</td> <td>₱ 140,000.00</td> <td>₱2,800.00</td> <td>₱7,000.00</td> </tr> <tr> <td>9</td> <td>₱ 340,000.00</td> <td>₱6,800.00</td> <td>₱17,000.00</td> </tr> </tbody> </table>	Lot No.	Approved Budget for the Contract (ABC)	2% of the ABC	5% of the ABC	1	₱ 8,800.00	₱176.00	₱440.00	2	₱ 217,294.00	₱4,345.88	₱10,864.70	3	₱ 1,624,400.00	₱32,488.00	₱81,220.00	4	₱ 2,545,400.00	₱50,908.00	₱127,270.00	5	₱ 2,462,913.95	₱49,258.28	₱123,145.70	6	₱ 110,912.82	₱2,218.26	₱5,545.64	7	₱ 222,000.00	₱4,440.00	₱11,100.00	8	₱ 140,000.00	₱2,800.00	₱7,000.00	9	₱ 340,000.00	₱6,800.00	₱17,000.00										
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15.0	<p>Prospective bidders are required to submit one (1) original or certified true copy of the original documents and are also requested to submit three (3) additional photocopies of the required documents.</p> <p>All pages of the bid, including attachments thereto, shall be initialed by the bidder or his authorized representative.</p> <p>The Procuring Entity does not allow the submission of bids through online submission or any other electronic means.</p>																																																		
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ITB CLAUSE	PARTICULARS												
19.4	The project shall be awarded as <b>One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</b>												
20.2	<p>Within a non-extendable period of five (5) calendar days from receipt by the Bidder of the Notice from the RBAC that the Bidder has the Lowest Calculated Bid, the Bidder shall submit the following:</p> <p>1) Latest income and business tax returns filed and paid through BIR Electronic Filing and Payment System (eFPS):</p> <table border="1" data-bbox="418 705 1435 1380"> <thead> <tr> <th data-bbox="418 705 873 954">DOCUMENT PARTICULARS</th> <th data-bbox="873 705 1110 954">FOR INDIVIDUAL TAXPAYER  BIR Form No.</th> <th data-bbox="1110 705 1435 954">FOR CORPORATIONS, PARTNERSHIPS, AND OTHER NON- INDIVIDUAL TAXPAYERS BIR Form No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="418 954 873 1044">1. Annual Income Tax Return for the year 2024</td> <td data-bbox="873 954 1110 1044"><b>1701 A</b></td> <td data-bbox="1110 954 1435 1044"><b>1702-RT 1702-EX 1702-MX</b></td> </tr> <tr> <td data-bbox="418 1044 873 1123">2. 3rd Quarter Income Tax Return for 2024</td> <td data-bbox="873 1044 1110 1123"><b>1701 Q</b></td> <td data-bbox="1110 1044 1435 1123"><b>1702 Q</b></td> </tr> <tr> <td data-bbox="418 1123 873 1380">3. Business Tax return a. 2025 1st Quarter Value Added Tax b. 2025 1st Quarter Percentage Tax c. If exempted, submit a BIR Certificate of Registration (COR)</td> <td data-bbox="873 1123 1110 1380"><b>2550 Q</b>  <b>2551 Q</b></td> <td data-bbox="1110 1123 1435 1380"><b>2550 Q</b>  <b>2551 Q</b></td> </tr> </tbody> </table> <p>The Contractor’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</p> <p>The legal documents which were not required for submission during Opening of Bids namely the Class “A” eligibility documents covered by Section 8.5.2 of the Revised IRR of RA No. 9184 shall still be subjected to post-qualification process to ascertain that the same are current and updated which will support the veracity, authenticity and validity of the Certificate of PhilGEPS Registration (Platinum Membership) submitted by the bidder.</p>	DOCUMENT PARTICULARS	FOR INDIVIDUAL TAXPAYER  BIR Form No.	FOR CORPORATIONS, PARTNERSHIPS, AND OTHER NON- INDIVIDUAL TAXPAYERS BIR Form No.	1. Annual Income Tax Return for the year 2024	<b>1701 A</b>	<b>1702-RT 1702-EX 1702-MX</b>	2. 3rd Quarter Income Tax Return for 2024	<b>1701 Q</b>	<b>1702 Q</b>	3. Business Tax return a. 2025 1st Quarter Value Added Tax b. 2025 1st Quarter Percentage Tax c. If exempted, submit a BIR Certificate of Registration (COR)	<b>2550 Q</b>  <b>2551 Q</b>	<b>2550 Q</b>  <b>2551 Q</b>
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21.1	No additional requirement.												

## ***Section IV. General Conditions of Contract***

## **SECTION IV. GENERAL CONDITIONS OF THE CONTRACT**

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

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

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

**5. Warranty**

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

**6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Section V. SPECIAL CONDITIONS OF CONTRACT

GCC Clause	PARTICULARS
1	<p>The subject matter of the bidding is the <b>“Procurement of Pest Control Supplies and Materials Requirement of NFA Bicol Region”</b>.</p> <p>The Pest Control Supplies and Materials referred to are pesticides and personal protective equipment (PPE) which shall be used to control or arrest stored product pests in all NFA warehouses in the region.</p> <p><b>DELIVERY AND DOCUMENTS</b></p> <ol style="list-style-type: none"> <li>1. The delivery of the goods shall be made by the Supplier to the designated delivery site at NFA Bicol Regional Office, Pier Site, Legazpi City as per scheduled date, and in accordance with the terms specified in Section VI (Schedule of Requirements). Risk and title will pass from the Supplier to the NFA upon receipt and final acceptance of the goods at its final destination.</li> <li>2. All goods to be delivered must be genuine, new, unadulterated and unused.</li> <li>3. Delivery shall be made during regular office days, that is, from Mondays to Fridays from 8:00 am – 5:00 pm only.</li> <li>4. The supplier shall notify the NFA Bicol Regional Office at least three (3) calendar days before the scheduled delivery date to ensure the availability of the authorized personnel who shall witness, inspect and receive the deliveries.</li> <li>5. For purposes of this clause, the Procuring Entity’s authorized personnel who shall receive the deliveries at the Project Site and shall conduct inspection and evaluation of deliveries to ensure conformance with the technical specifications are:             <ol style="list-style-type: none"> <li>a. The <b>Supply Officer</b> from the Administrative and General Services Department (AGSD)</li> <li>b. The Regional Acceptance and Inspectorate Committee</li> </ol> </li> <li>6. As observer, the <b>Commission on Audit (COA)</b> shall be notified on the date of the delivery of goods.</li> <li>7. The delivery shall be covered by appropriate documents such as the duly accomplished <b>Sales Invoice (SI) and Delivery Receipt (DR)</b>. In the absence of such documents, the goods shall not be accepted.</li> <li>8. All expenses, losses, and damages which may be incurred while the items for delivery are in transit to NFA Bicol Regional Office, Legazpi City shall be borne by the supplier.</li> </ol>

GCC Clause	PARTICULARS								
1	<p><b>PRODUCT PACKAGING</b></p> <p><b>PESTICIDES</b></p> <p>The Pesticides to be delivered shall cite, mark and enclose in parentheses after and/or before the label of the active ingredient specifications, the phrase, "Duly Registered with FPA for use to control stored product pests".</p> <p>Should be compliant with DAO 15-09 Rules and Procedures for the Implementation of the Globally Harmonized System (GHS) in Preparation of Safety Data Sheet (SDS) and Labelling Requirements of Toxic Chemical Substances.</p> <p>The outer packaging must be clearly marked on at least two (2) sides as follows:</p> <table border="0" data-bbox="630 867 1539 991"> <tr> <td>Name of the Procuring Entity</td> <td>Gross weight</td> </tr> <tr> <td>Name of the Supplier</td> <td>Any special lifting instructions</td> </tr> <tr> <td>Content</td> <td>Any special handling instructions</td> </tr> <tr> <td>Final Destination</td> <td>Any relevant HAZCHEM classifications</td> </tr> </table> <p>Packaging must clearly show the expiry date. Expiry dates of pesticides must not be less than two (2) years from the time of delivery. In the absence of "Expiration Date" or "Best Before Date" marking on the packaging, supplier should present a manufacturer's certificate showing that the batch/lot/item no. of the delivered pest control chemical and stating therein the duration of the safe use of such pesticides which should not be less than two years from delivery date.</p> <p>Should the expiry date or shelf life of the pesticides be less than two (2) years, NFA may still accept the pesticides on the following conditions:</p> <ol style="list-style-type: none"> <li>a. At no cost to NFA, the supplier shall issue a Guarantee Letter stating therein that the supplier shall replace any remaining inventory of pesticides if still unused within three (3) months before the expiration date or end of shelf life, <b>or</b></li> <li>b. Supplier shall submit a Manufacturer's Certificate stating therein the maximum shelf life of such pesticides.</li> </ol> <p><b>OTHER PEST CONTROL SUPPLIES</b></p> <p>The supplier shall provide packaging of the Goods as required, to prevent damage or deterioration during transit to their destination, as indicated in this Contract.</p> <p>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. Ensure packaging case, size and weights are appropriate.</p>	Name of the Procuring Entity	Gross weight	Name of the Supplier	Any special lifting instructions	Content	Any special handling instructions	Final Destination	Any relevant HAZCHEM classifications
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GCC Clause	PARTICULARS
1	<p>The supplier shall use durable packaging materials to protect the goods during transportation/ delivery to NFA.</p> <hr/> <p><b>TRANSPORTATION</b></p> <p>The supplier is required under this contract to deliver the goods, transport of same 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 of shall be included on the contract price.</p> <p>The NFA accepts no liability for the damage of goods during transit. The goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <hr/> <p><b>OBLIGATIONS OF NFA</b></p> <p>The inspection as to the specification and quantity of goods to be delivered to NFA shall be conducted by the Regional Inspectorate and Acceptance Committee, the physical inspection shall be conducted in the presence of the Supplier or his Authorized Representative. An Office Order as to the composition of said committee shall be issued for this purpose.</p> <p>NFA shall facilitate the payment of the procured units upon submission by the Supplier of the required supporting documents subject to usual accounting and auditing rules and regulations.</p> <hr/> <p><b>OBLIGATIONS OF THE SUPPLIER</b></p> <ol style="list-style-type: none"> <li>1. The Supplier shall personally, or through an authorized representative, witness the inspection to be conducted by the NFA Inspection Committee.</li> </ol> <p>Supplier may opt not to attend the inspection provided Supplier issues a waiver indicating the reason for not attending the inspection.</p> <ol style="list-style-type: none"> <li>2. The supplier shall shoulder all the delivery expenses for the supply of the goods including the cost of delivery of replacement for rejected goods. All expenses, losses and damages that may be incurred while the goods are in transit from supplier’s depot to NFA shall be for the account of the supplier.</li> </ol>

<b>GCC Clause</b>	<b>PARTICULARS</b>
1	<p>3. In case the supplier fails to deliver the specified quantities on the scheduled dates stated in the Notice to Proceed, the Supplier agrees to pay a penalty of 1/10th of one percent (1%) of the money value of the undelivered quantity per day of delay, which amount of penalty shall be deducted from any amount due to supplier from NFA.</p> <p>4. The Supplier shall provide NFA brochure/literature/information materials containing relevant features of the goods upon delivery.</p> <hr/> <p><b>REPLACEMENT OF REJECTS</b></p> <p>In case of rejects, the Supplier shall make replacements within five (5) calendar days upon receipt of the Notice of Rejection, the said rejected goods shall remain with NFA to be withdrawn only upon delivery of the replacement.</p> <p>Expenses incurred in the delivery of replacement shall be borne by the Supplier.</p> <hr/> <p><b>SPECIAL PROVISIONS</b></p> <ol style="list-style-type: none"> <li>1. The Supplier shall warrant that the pesticides supplied under the Contract are new, unused, unadulterated, and genuine materials for NFA pest control operations.</li> <li>2. The Supplier shall further warrant that all pest control supplies and materials supplied under this Contract shall have no defect, properly labeled, sealed and packed to prevent contamination, harm and injury to humans.</li> <li>3. The Performance Security shall not be released by NFA until such time that the Supplier has been cleared by the NFA management of its obligations.</li> <li>4. Goods shall be deemed finally accepted upon issuance of the Certificate of Acceptance.</li> </ol>
	<p><b>LIQUIDATED DAMAGES</b></p> <ol style="list-style-type: none"> <li>1. For failure to deliver the materials within the period as specified or delivers only partially, or fails to replace the rejected materials within the delivery period, inclusive of duly granted time extensions, if any, the Supplier shall be liable for damages for the delay and shall pay the NFA liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed materials scheduled for delivery for every day of delay until such materials are finally delivered and accepted by NFA.</li> </ol>

GCC Clause	PARTICULARS
	<p>2. Such amount shall be deducted from any money due or which may become due to the Supplier, or collected from any securities or warranties posted by the Supplier, whichever is convenient to NFA. Once the amount of liquidated damages reaches ten percent (10%), the NFA may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.</p> <p>No liquidated damages shall be imposed to the Supplier if the cause of delay is imputable to NFA, fortuitous event or force majeure.</p>
2.2	<p><b>BILLING AND PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. Partial payment is not allowed.</li> <li>2. Payments shall be made only upon a certification by the End-user to effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.</li> <li>3. The Supplier's request(s) for payment shall be made to the NFA in writing, accompanied by required documents to support the request including an invoice describing, as appropriate, the Goods delivered and/or Services performed, and upon fulfillment of other obligations stipulated in this Contract.</li> <li>4. Payments shall be made promptly by the NFA, but in no case later than sixty (60) calendar days after submission of an invoice or claim by the Supplier, subject to NFA Accounting and Auditing Rules and Regulations.</li> <li>5. Payment shall be made at NFA Bicol Regional Office only. The supplier shall issue an official receipt addressed to NFA as proof of payment.</li> </ol>
4	<p><b>The inspections and tests that will be conducted are:</b></p> <ol style="list-style-type: none"> <li>a. Upon delivery of the goods by the contractor to NFA Bicol Regional Office, Legazpi City, The NFA Regional Acceptance and Inspectorate Committee shall check the quantity delivered, proper packaging and labeling without cracks, leaks and deformities, and validate that the expiration date (for pesticides) which should not be less than two (2) years from date of delivery.</li> <li>b. One Hundred Percent (100.00%) counting of the number of sachets/bottles/flasks/packs per type of pesticide, and number of pieces for other delivered supplies to determine if the packed items conformed with the quantity specified in the Schedule of Requirements.</li> </ol>

GCC Clause	PARTICULARS
	<p>c. From the counted pesticides, 50% of boxes/containers per pesticide type shall be selected at random for physical/visual inspections. The samples shall be properly marked and numbered as the samples subjected to physical inspection/s specified in the Technical Specifications.</p> <p>d. The Inspection Committee shall prepare and submit a Certificate of Delivery and Inspection with findings/observations, if any, on the delivered goods and a recommendation whether the goods will be accepted or rejected for replacement.</p>
5	<p><b>WARRANTY</b></p> <p>In order to assure that manufacturing defects shall be corrected by the Supplier, the <b>Supplier shall submit a Certificate of Warranty of one (1) year or twelve (12) months</b> after acceptance by NFA of the delivered goods.</p> <p>The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to five percent (5%) of the total Contract Price or a special bank guarantee equivalent to five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period, provided however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under the Contract have been fully met.</p> <p>The NFA shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, repair or replace the defective goods thereof without cost to the NFA.</p>
6	<p><b>LIABILITY FOR LOSSES AND DAMAGES</b></p> <p>All expenses, losses and damages that may be incurred while the goods are in transit from Supplier's depot to the NFA designated delivery site shall be for the account of the Supplier.</p>

## ***Section VI. Schedule of Requirements***

## Section VI. SCHEDULE OF REQUIREMENTS

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

Lot No.	Item/s	SPECIFICATION	QUANTITY		
1	Cyfluthrin	1L/bottle	4	<b>Within SEVEN (7) calendar days</b> from the receipt of Notice to Proceed (NTP)	NFA Bicol Regional Office, Pier Site, Legazpi City
2	Permethrin with Piperonyl Butoxide and S- Bioallethrin	1L/bottle	22		
3	Pirimiphos Methyl 25EC	1L/bottle	524		
4	Pirimiphos Methyl 50EC	1L/bottle	356		
5	Aluminum Phosphide	1kg/flask	931		
6	Gas Detection Sampling Pump	Unit	3		
7	Phosphine Tubes (high range)	Piece	600		
8	Full face gas mask	Unit	5		
9	Gas mask Canister/filter	piece	50		

## ***Section VII. Technical Specifications***

## SECTION VII. TECHNICAL SPECIFICATIONS

<b>SPECIFICATIONS/REQUIREMENTS</b>			
1. Facilitate delivery of the following pest control chemicals within schedule:			
Lot No.	Item/s	SPECIFICATION	QUANTITY
1	Cyfluthrin	1L/bottle	4
2	Permethrin with Piperonyl Butoxide and S- Bioallethrin	1L/bottle	22
3	Pirimiphos Methyl 25EC	1L/bottle	524
4	Pirimiphos Methyl 50EC	1L/bottle	356
5	Aluminum Phosphide	1kg/flask	931
6	Gas Detection Sampling Pump	Unit	3
7	Phosphine Tubes (high range)	Piece	600
8	Full face gas mask	Unit	5
9	Gas mask Canister/filter	piece	50
<p>2. Packaging must clearly show the expiry date. Expiry dates of pesticides must not be less than two (2) years from the time of delivery. In the absence of “Expiration Date” marking on the packaging, supplier should present a manufacturers certificate showing that the batch/lot/item no. of the delivered pest control chemical will not expire two years from delivery date.</p> <p>Should the expiry date or shelf life of the pesticides be less than two (2) years, NFA may still accept the pesticides on the following conditions:</p> <ul style="list-style-type: none"> <li>a. At no cost to NFA, the supplier shall issue a Guarantee Letter stating therein that the supplier shall replace any remaining inventory of pesticides if still unused within three (3) months before the expiration date or end of shelf life, or</li> <li>b. Supplier shall submit a Certification from the manufacturer stating therein the maximum shelf life of such pesticides.</li> </ul>			
3. The goods supplied under the Contract are new, unused, unadulterated, and genuine chemicals and materials for pest control operations.			
4. All pest control chemicals and materials supplied under this Contract shall have no defect, properly labeled, sealed and packed to prevent contamination, harm and injury to humans.			

## ***Section VIII. Checklist of Technical and Financial Documents***

## Section VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

### BIDDING FOR THE PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION

**INSTRUCTIONS:**

The following required documents shall be accomplished, satisfied and submitted in **sequence as listed, with appropriate tabbing**, to the **NFA Bicol Regional Office BAC** on **May 20, 2025** not later than **9:30 AM** at the **2nd Floor, NFA Bicol Regional Office, Pier Site, Legazpi City**.

Prospective Bidders are required to submit in four (4) copies; one (1) original or certified True Copy of the Original documents and three (3) photocopies each of the required documents. All pages of the Bid, including attachments thereto shall be initialed by the Bidder or his authorized representative.

**A. FOR SUBMISSION DURING OPENING OF BIDS ON MAY 20, 2025, NOT LATER THAN 9:30 AM:**

<b>ENVELOPE # 1 ELIGIBILITY AND TECHNICAL COMPONENT OF THE BID</b>	
<b>CLASS "A" DOCUMENTS</b>	
<b>Legal Documents</b>	
Form Reference No.	Name of Documents Required
<b>Annex 1</b>	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<b>Technical Documents</b>	
<b>Annex 2</b>	Duly Signed 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; <b>and</b>
<b>Annex 3</b>	Duly Signed 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 of the 2016 revised IRR of RA No 9184, within the relevant period as provided in the Bidding Documents; <b>and</b>
<b>Annex 4</b>	Original copy of Bid Security.  <b>Bid Security</b> in the form of Cash or Cashier's/ Manager's check issued by a universal or commercial bank in the amount not less than 2% of the ABC  <b>or</b> <b>Bid Security</b> in the form of bank draft/ guarantee or irrevocable letter of credit in the amount not less than 2% of the ABC accompanied by a confirmation from a Universal or Commercial Bank  <b>or</b>

<b>ENVELOPE # 1 ELIGIBILITY AND TECHNICAL COMPONENT OF THE BID</b>	
	<p><b>Bid Security</b> in the form of surety bond the amount not less than 5% of the ABC accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.</p> <p style="text-align: center;"><b>or</b></p> <p>Original Copy of Duly Notarized <b>Bid Securing Declaration; <u>and</u></b></p>
<b>Annex 5</b>	Duly Signed Conformity with the Technical Specifications, which may include production/ delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
Other documentary requirements as supporting evidence to the Statement of Conformity with Technical Specification:	
<b>Annex 6-a</b>	Duly signed Supplier's Profile to state the following: <ul style="list-style-type: none"> <li>a. contact information/details of the company, including its branch offices if any;</li> <li>b. number of years in the business;</li> </ul>
<b>Annex 6-b</b>	<b>Organizational chart/</b> set-up including names of employees
<b>Annex 6-c</b>	Proof of compliance to each of the listed technical specifications, which may include but not limited to: <ul style="list-style-type: none"> <li>a) any evidence in the form of manufacturer's un-amended sales literature (brochures, etc.), unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.</li> </ul>
<b>Annex 7</b>	<p>If <b>dealer/distributor</b>:</p> <ul style="list-style-type: none"> <li>• submit valid dealership/distributorship agreement with the manufacturer</li> <li>• (VAT or Non-VAT) Registration Certificate,</li> </ul> <p style="text-align: center;"><b>or</b></p> <p>If <b>manufacturer</b>, submit:</p> <ul style="list-style-type: none"> <li>• proof of ownership of the plant with location/address</li> <li>• (VAT or Non-VAT) Registration Certificate</li> </ul>
<b>Annex 8</b>	<b>Valid Certificate of Product Registration</b> from Fertilizer and Pesticides Authority (FPA) or Food and Drug Administration (FDA);
<b>Annex 9</b>	<b>Valid and current License to Operate (LTO)</b> by the Fertilizer and Pesticide Authority (FPA) or the Food and Drug Administration (FDA)
<b>Annex 10</b>	Valid and Current NFA Operations Coordination Department -Technical Services Department (OCD-TSD) certificate that the product being offered with given active ingredient passed the OCD-TSD test and evaluation and is recommended for use in NFA pest control activities.

<b>ENVELOPE # 1 ELIGIBILITY AND TECHNICAL COMPONENT OF THE BID</b>	
<b>Annex 11</b>	Original duly Notarized Omnibus Sworn Statement (OSS);  <b>and if applicable</b> , Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; <b>or</b>  Original Notarized 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;
<b>Financial Documents</b>	
<b>Annex 12</b>	Duly Signed 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
<b>CLASS “B” DOCUMENTS</b>	
<b>Annex 13</b>	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b>  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.
<b>ENVELOPE # 2 (FINANCIAL COMPONENT)</b>	
<b>Annex 14</b>	Duly Signed and Accomplished Financial Bid Form; <b>and</b>
<b>Annex 15</b>	Duly Signed and Accomplished Price Schedule (s).

**B. For submission during the Post-qualification stage** within five (5) days upon receipt of the Notice of Lowest Calculated Bid (LCB):

<b>FORM Reference No.</b>	<b>Name of Document Required</b>
<b>Annex 16</b>	<b>Annual Income Tax Return</b> for Corporation, Partnership and Other Non-Individual Taxpayer and For Individual Taxpayer for the <b>year 2024</b> filed and paid thru the BIR eFPS filing facilities.
<b>Annex 17</b>	<b>Income Tax Return</b> for Corporation, Partnership and Other Non-individual Taxpayer and For Individual Taxpayer for the <b>third (3rd) Quarter of 2024</b> filed and paid thru the BIR eFPS filing facilities.
<b>Annex 18</b>	<b>Value Added Tax (VAT) Return and Percentage Tax Return</b> for the first <b>(1st) Quarter of 2025</b> filed and paid thru the BIR eFPS filing facilities,  if exempted, submit BIR Certificate of Registration (COR).

*Note: The Contractor’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.*

**C. For submission before the signing of Contract Documents** relevant to the project within ten (10) days from receipt of the Notice of Award

<b>FORM Reference No.</b>	<b>Name of Document Required</b>
<b>Annex 19</b>	Notarized Sworn Statement/Waiver and Undertaking by the Bidder which includes undertaking to strictly comply with and abide by the provisions of Section 58 in relation to Sections 55, 56, and 57 of RA 9184
<b>Annex 20</b>	Performance Security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA 9184.

**CONFORME:**

\_\_\_\_\_  
 Signature of Company Authorized Representative

\_\_\_\_\_  
 Name and Designation (in print)

\_\_\_\_\_  
 Date

**Annex "1"**

**REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND  
MEMBERSHIP  
(First Page Only)**

Republic of the Philippines  
Department of Budget and Management  
PROCUREMENT SERVICE

CERTIFICATE OF PHILGEPS REGISTRATION  
(Platinum Membership)

*THIS IS TO CERTIFY THAT*

(NAME OF BIDDER)  
Address

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that (name of the prospective bidder) has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A which document is attached hereto and made an integral part hereof.

**For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.**

**By submitting this Certificate, the Bidder certifies:**

- 1. the authenticity, genuineness, validity and completeness of the copy of the original eligibility documents submitted;**
- 2. the veracity of the statements and information contained therein;**
- 3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it evidence that the Bidder has passed the post-qualification stage; and**
- 4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.**

This Certificate is valid until (date of expiration).

Issued (date) day of (month), year.

This is a system-generated certificate. No signature is required.

Documentary Stamp Tax Paid 30.00

(QR Code)

Certificate Reference No:

Page 1 of 3

**Annex “2”**

**STATEMENT OF THE 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**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	Owner's Name and Address	Contract Duration	Date Started/ Awarded	Kinds of Goods	Amount of Contract	Value of Outstanding Contract	Bidder's Role
GOVERNMENT							
PRIVATE							

**\*Instructions:**

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c. The total amount of ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d. “Name of Contract” – Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example: “Provision of Corporate Executive Health Care Program”.

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Annex “3”**

**Statement of the Bidder’s Single Largest Completed Contracts (SLCC) which is similar to the Project to be Bid; three (3) years from the date of submission and receipt of bids**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

This is to CERTIFY that \_\_\_\_\_ Company Name \_\_\_\_\_ has completed similar contract within the prescribed period.

<b>Name of Client</b> 1. Contact Person 2. Contact Number 3. E-mail Address 4. Address	<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Date of Completion</b>	<b>Indicate details <u>ANY</u> of the following: (a) Date End User’s Acceptance; (b) Date and No. Sales Invoice(s); (c) Date and No. of Official Receipt(s) (Corresponding document/s must be attached and submitted)</b>
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							

**\*Instructions:**

- a. This statement shall be supported with **end user’s acceptance or official receipt(s) or sales invoice** issued for the contract. The supporting documents must be attached to the statement.
- b. Cut-off date as of: Up to the day before the deadline of submission of bids.
- c. “Name of Contract”. Indicate here the Nature/ Scope of the contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.
- d. Do not leave any items blank. Write “None”.
- e. For contracts with the private sector, an equivalent document shall be submitted.

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Annex “4”**

**ORIGINAL COPY OF BID SECURITY IN ANY OF THE FOLLOWING FORMS:**

- CASH/CASHIER/MANAGER’S CHECK
- BANK DRAFT/GUARANTEE; OR
- IF IN THE FORM OF A SURETY BOND, SUBMIT ALSO A CERTIFICATION ISSUED BY THE INSURANCE COMMISSION.

**OR**

**BID SECURING DECLARATION FORM**

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

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid: [Insert Reference number]**

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting in the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; 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

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

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**Annex “5”**

**CONFORMITY TO TECHNICAL SPECIFICATIONS**

Type or print clearly the technical specifications on the space provided opposite each requirement if different from NFA’s specifications, otherwise indicate **COMPLY**. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO COMPLY WILL RESULT IN THE REJECTION OF THE BIDDER’S PROPOSAL.

Lot No.	Item/s	SPECIFICATION	QUANTITY	Statement of Compliance
1	Cyfluthrin	1L/bottle	4	
2	Permethrin with Piperonyl Butoxide and S- Bioallethrin	1L/bottle	22	
3	Pirimiphos Methyl 25EC	1L/bottle	524	
4	Pirimiphos Methyl 50EC	1L/bottle	356	
5	Aluminum Phosphide	1kg/flask	931	
6	Gas Detection Sampling Pump	Unit	3	
7	Phosphine Tubes (high range)	Piece	600	
8	Full face gas mask	Unit	5	
9	Gas mask Canister/filter	piece	50	

*[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 goods/services 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.]*

\_\_\_\_\_  
**CONFORME**

\_\_\_\_\_  
**Bidder’s Company Name**

\_\_\_\_\_  
**Signature of Authorized representative**

\_\_\_\_\_  
**Designation**

**Annex “6-a”**

**(Bidder’s Letterhead)**  
**Name of Company**  
**Address**  
**Telephone/Fax No.**

**COMPANY PROFILE**

**COMPANY NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

**HEAD OFFICE** : \_\_\_\_\_

**BRANCH** : \_\_\_\_\_

**TELEPHONE NUMBER/S:** \_\_\_\_\_

**FAX NUMBER/S** : \_\_\_\_\_

**EMAIL ADDRESS/ES** : \_\_\_\_\_

**NUMBER OF YEARS IN THE BUSINESS** : \_\_\_\_\_

\_\_\_\_\_  
**CONFORME**

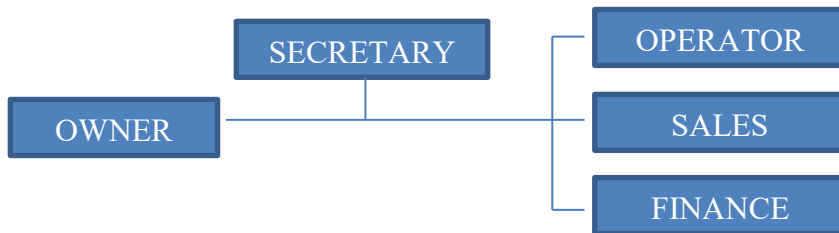
\_\_\_\_\_  
**Bidder’s Company Name**

\_\_\_\_\_  
**Signature of Authorized representative**

\_\_\_\_\_  
**Designation**

**Annex “6-b”**

**ORGANIZATIONAL CHART**



*Note: That chart may be modified by the prospective bidder depending on the structure of its business entity*

Submitted by: \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

## **Annex “6-c”**

Proof of compliance to each of the listed technical specifications, which may include but not limited to:

**any evidence in the form of manufacturer’s un-amended sales literature (brochures, etc.), unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.**

## **Annex “7”**

**If dealer/distributor:**

- submit valid dealership/distributorship agreement with the manufacturer
- (VAT or Non-VAT) Registration Certificate

**If manufacturer, submit:**

- proof of ownership of the plant with location/address
- (VAT or Non-VAT) Registration Certificate

## **Annex “8”**

**Valid Certificate of Product Registration** from Fertilizer and Pesticides Authority (FPA) or Food and Drug Administration (FDA);

## **Annex “9”**

**Valid and current License to Operate (LTO)** by the Fertilizer and Pesticide Authority (FPA) or the Food and Drug Administration (FDA)

## **Annex “10”**

Valid and Current NFA Operations Coordination Department -Technical Services Department (OCD-TSD) certificate that the product being offered with given active ingredient passed the OCD-TSD test and evaluation and is recommended for use in NFA pest control activities.

**Annex “11”**

**Omnibus Sworn Statement**

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 following 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

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

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

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**“Annex 12”**

**COMPUTATIONS OF  
 NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

The formula to determine NFCC is as follows:

$$\text{NFCC} = \text{[(Current Assets minus Current Liabilities) (15)]} \\ \text{minus the value of all outstanding or uncompleted portions} \\ \text{of the projects under ongoing contracts including awarded} \\ \text{contracts yet to be started coinciding with the contracts to} \\ \text{be bid.}$$

The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

<b>CURRENT ASSETS</b>	P	xxx		
<b>LESS CURRENT LIABILITIES</b>	-	<u>xxx</u>		
<b>Net Working Capital</b>	=	xxx		
<b>Multiplied by 15</b>	x	<u>15</u>	P	<u>xxx</u>
<b>LESS OUTSTANDING CONTRACTS</b>				
<u>Ongoing Contracts</u>				
Contract 1 (Specify)	P	xxx		
Contract 2 (Specify)		xxx		
Etc.		xxx		
<u>Awarded contracts</u>				
<u>yet to be started</u>				
Contract 1 (Specify)		xxx		
Contract 2 (Specify)		xxx		
Etc.		<u>xxx</u>	-	<u>xxx</u>
<b>NFCC</b>			=	P    xxx
				=====

**CERTIFIED CORRECT:**

\_\_\_\_\_  
 Printed Name and Signature  
 Proprietor/President/General Manager/  
 Duly Authorized Representative

\_\_\_\_\_  
 Name of Bidder

**NOTES:**

1. NFCC must at least be equal to the Approved Budget for the Contract (ABC).
2. If the prospective bidder opts to submit a commercial Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed by a local universal or commercial bank.

**CREDIT LINE CERTIFICATE**

Date: \_\_\_\_\_

**Regional Manager**

NATIONAL FOOD AUTHORITY  
Region \_\_\_\_\_

CONTRACT/PROJECT : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Name of Prospective Bidder), if awarded the above-mentioned Contract, a credit line the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be effective or available on the date of the bid submission by the \_\_\_\_\_ and shall be maintained until the project is completed by the Contractor.  
(Name of Prospective Bidder)

This Certification is being issued in favor of said \_\_\_\_\_ in  
(Name of Prospective Bidder)

connection with the bidding requirement of National Food Authority Region 5 for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized  
Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_

Concurred By:

Name & Signature of  
Authorized Representative : \_\_\_\_\_  
(Name of Prospective Bidder)  
Official Designation : \_\_\_\_\_

**ACKNOWLEDGMENT**

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**Notary Public**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**Annex "13"**

**Standard Form Number: SF-GOOD-08**

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between \_\_\_\_\_, of legal age, (civil status), owner/proprietor of \_\_\_\_\_ and a resident of \_\_\_\_\_.

- and -  
\_\_\_\_\_, of legal age, (civil status), owner/proprietor of \_\_\_\_\_ a resident of \_\_\_\_\_.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the (Name of the Procuring Entity).

- |                                  |                               |
|----------------------------------|-------------------------------|
| <b>1. <u>NAME OF PROJECT</u></b> | <b><u>CONTRACT AMOUNT</u></b> |
|----------------------------------|-------------------------------|

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this \_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_

**ACKNOWLEDGMENT**

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibited to me his/her Government Issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

**Notary Public**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**Annex "14"**

**BID FORM**

**Date:** \_\_\_\_\_

**Project Reference No.:** **NFA-RO5-GOODS-2025-03**

**To: NATIONAL FOOD AUTHORITY**  
 Bicol Regional Office  
 Pier Site, Legazpi City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby acknowledge, we, the undersigned, offer to **SUPPLY AND DELIVER PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION** in conformity with the said PBDs for the sum of [ *total Bid amount in words and figures (P \_\_\_\_\_)* ] 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 Price Schedules.

DESCRIPTION	PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION
<p><b>LOT NO.</b> _____</p> <p><b>AMOUNT OF BID PER UNIT</b>                      Amount of Bid Before Tax                      Amount of Tax                      Amount of Bid including Tax</p>	<p>P _____                      P _____                      P _____</p>
<p><b>TOTAL AMOUNT OF BID FOR LOT NO.</b> _____</p> <p>Total Amount of Bid Before Tax                      Total Amount of Tax                      Total Amount of Bid Including Tax</p> <p>Total Amount of Bid in Words</p>	<p>P _____                      P _____                      P _____</p> <p>_____                      _____                      _____                      _____</p>

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.

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 on behalf of:

---

Date: \_\_\_\_\_

## PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

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

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

***For Goods Offered from Abroad***

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of:  
 \_\_\_\_\_

<b>FORM Reference No.</b>	<b>Name of Document Required</b>
<b>Annex 16</b>	<b>Annual Income Tax Return</b> for Corporation, Partnership and Other Non-Individual Taxpayer and For Individual Taxpayer for the <b>year 2024</b> filed and paid thru the BIR eFPS filing facilities.
<b>Annex 17</b>	<b>Income Tax Return</b> for Corporation, Partnership and Other Non-individual Taxpayer and For Individual Taxpayer for the <b>third (3rd) Quarter of 2024</b> filed and paid thru the BIR eFPS filing facilities.
<b>Annex 18</b>	<b>Value Added Tax (VAT) Return and Percentage Tax Return</b> for the first <b>(1st) Quarter of 2025</b> filed and paid thru the BIR eFPS filing facilities,  if exempted, submit BIR Certificate of Registration (COR).

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

❖ **These forms are to be provided by the bidders.**

## Annex "19"

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

### SWORN STATEMENT

I, [ Name of Bidder/Representative ], of legal age, with residence and address at \_\_\_\_\_ after having been duly sworn to in accordance with law, hereby depose and state:

A. *That [if a sole proprietorship, I am the sole proprietor 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];*

B. That with regard to the bidding of the **PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION / Name of Bidder** is attesting that it undertakes to abide and strictly comply with the provisions of Republic Act 9184 more particularly Section 58. Resort to Regular Courts' Certiorari in relation to Sections 55, 56 and 57 of the same Act;

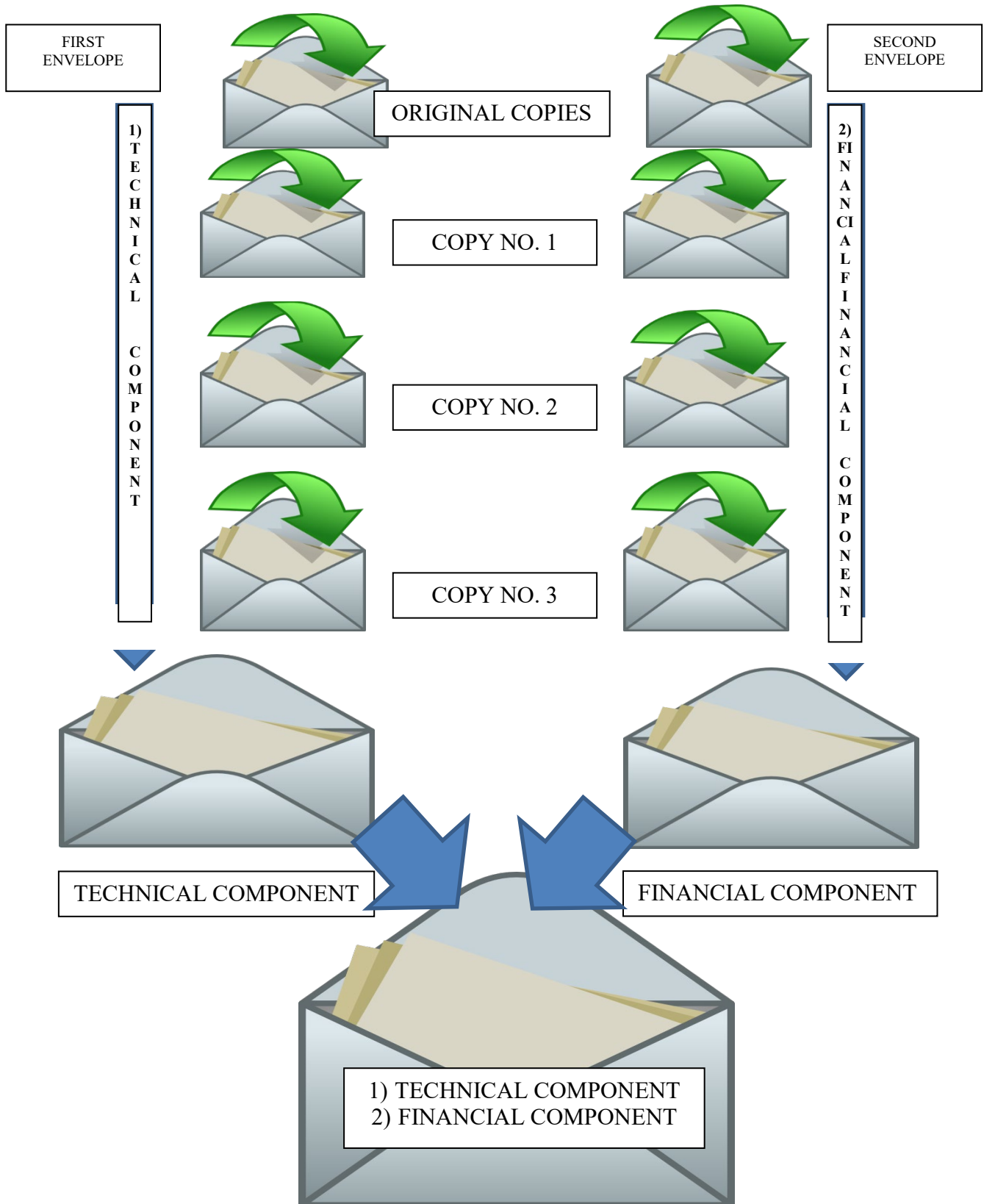
C. That I am making this statement as part of the bidding requirement for the **PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS REQUIREMENT OF NFA BICOL REGION**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 2025  
at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Name, Signature and Designation of Owner/Proprietor or Authorized Representative

Affiant  
[JURAT]

## PROCEDURE ON BID DOCUMENTS SEALING



\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3



**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

ABC INC.  
123 BRGY. CAMPSAWI, QUEZON CITY

**ORIGINAL\* - TECHNICAL COMPONENT (FIRST ENVELOPE)**

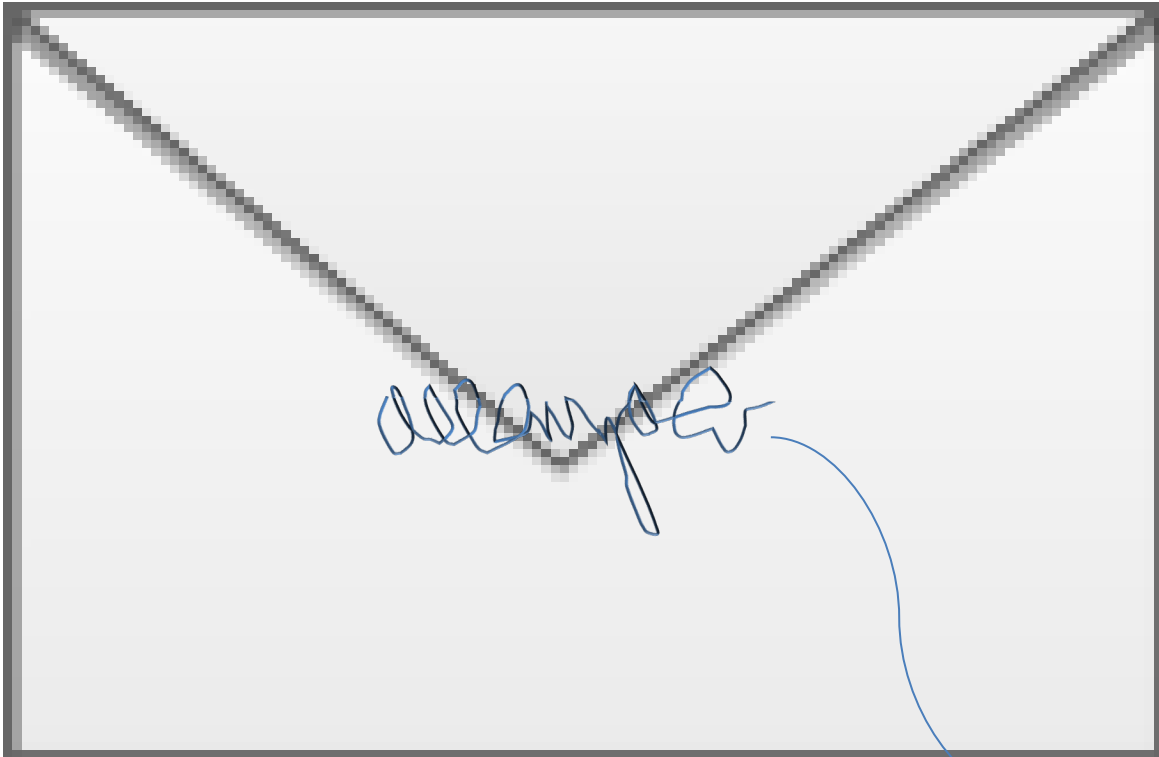
REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY BICOL REGIONAL OFFICE  
PIER SITE, LEGAZPI CITY

**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

DO NOT OPEN BEFORE 10:00 AM ON MAY 20, 2025

**TECHNICAL COMPONENT MARKINGS**

\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3



SIGNATURE

**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

ABC INC.  
123 BRGY. CAMPSAWI, QUEZON CITY

**ORIGINAL\* - FINANCIAL COMPONENT (SECOND ENVELOPE)**

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY BICOL REGIONAL OFFICE  
PIER SITE, LEGAZPI CITY

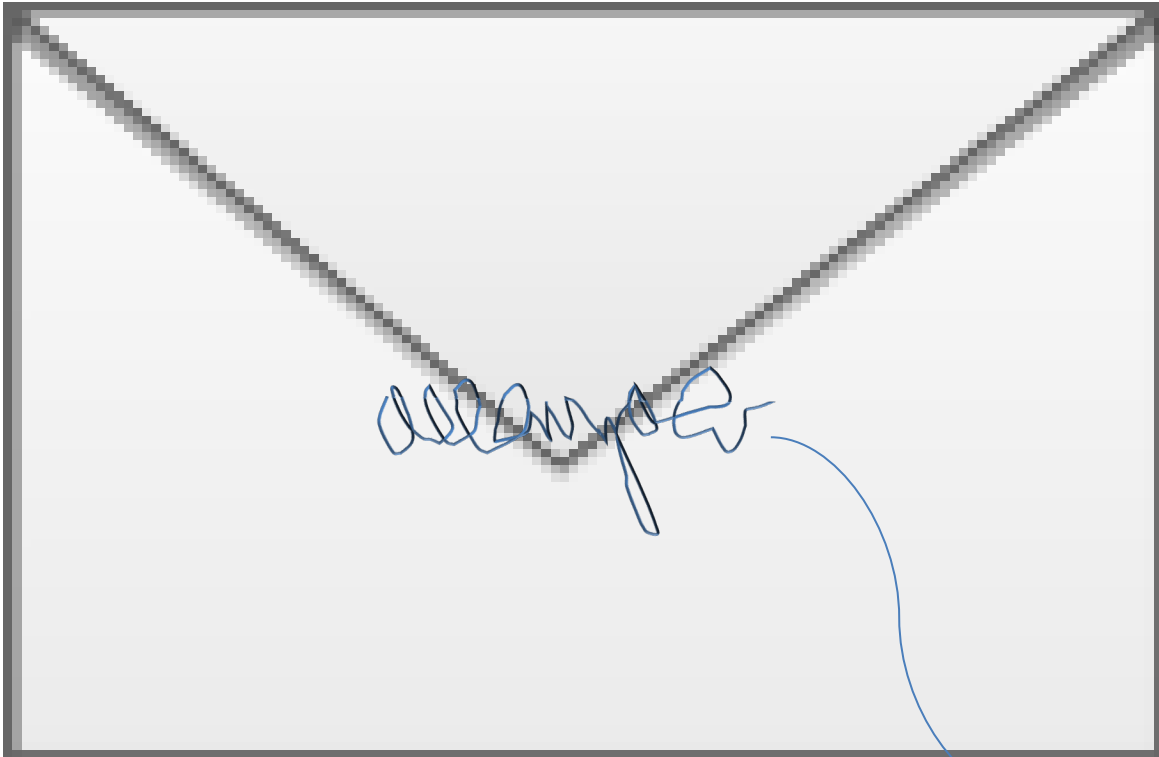
**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

DO NOT OPEN BEFORE 10:00 AM ON MAY 20, 2025

**FINANCIAL COMPONENT MARKINGS**

\* FOR THE PHOTOCOPIES, INDICATE IF:

- COPY NO. 1
- COPY NO. 2
- COPY NO. 3



SIGNATURE

**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

ABC INC.  
123 BRGY. CAMPSAWI, QUEZON CITY

**ORIGINAL BID\***  
REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY BICOL REGIONAL OFFICE  
PIER SITE, LEGAZPI CITY

**PROCUREMENT OF PEST CONTROL SUPPLIES AND MATERIALS  
REQUIREMENT OF NFA BICOL REGION**

DO NOT OPEN BEFORE 10:00 AM ON MAY 20, 2025

## **MOTHER ENVELOPE**

**NOTE: Signature of bidder or authorized representative is required in the envelope.**

\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3