

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT

- IB No. 2024-28

Php2,192,138.60

Sixth Edition

July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Section I. Invitation to Bid.....	5-6
Section II. Instructions to Bidders.....	7
1. Scope of Bid	7
2. Funding Information.....	7
3. Bidding Requirements	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	7
5. Eligible Bidders.....	7
6. Origin of Goods	8
7. Subcontracts	8
8. Pre-Bid Conference	8
9. Clarification and Amendment of Bidding Documents	9
10. Documents comprising the Bid: Eligibility and Technical Components	9
11. Documents comprising the Bid: Financial Component	9
12. Bid Prices	9
13. Bid and Payment Currencies	10
14. Bid Security	10
15. Sealing and Marking of Bids	10
16. Deadline for Submission of Bids	10
17. Opening and Preliminary Examination of Bids	11
18. Domestic Preference	11
19. Detailed Evaluation and Comparison of Bids	11
20. Post-Qualification	11
21. Signing of the Contract	11
Section III. Bid Data Sheet	12
Section IV. General Conditions of Contract.....	13
1. Scope of Contract	13
2. Advance Payment and Terms of Payment	13
3. Performance Security	13
4. Inspection and Tests	13
5. Warranty	13
6. Liability of the Supplier	14
Section V. Special Conditions of Contract	15-17
Section VI. Schedule of Requirements	18
Section VII. Technical Specifications	19-27
Section VIII. Checklist of Technical and Financial Documents, Bid Form, Price Schedule, Performance Securing Declaration, Omnibus Sworn Statement, Bid Securing Declaration and Contract Agreement Form..	28-39

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



West Visayas State University

(Formerly Iloilo Normal School)

Bids and Awards Committee Secretariat Office/ Procurement Section

Luna St., La Paz, Iloilo City 5000

Iloilo, Philippines

* Trunkline: (063) (033) 320-0870 loc. 1103/1104 * Telefax No.: (033) 320-0879

* Website: www.wvsu.edu.ph * Email Address: govtproc@wvsu.edu.ph



INVITATION TO BID FOR PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT - IB NO. 2024-28

- The West Visayas State University, through the Special Trust Fund (Unexpended Balances of 2023), Special Trust Fund 2024 and General Appropriations Act (GAA) 2024 intends to apply the sum of Two Million One Hundred Ninety-Two Thousand One Hundred Thirty-Eight Pesos and 60/100 (Php2,192,138.60) Only being the ABC to payments under the contract for Procurement of Various Laboratory Equipment. Bids received in excess of the ABC of per item shall be automatically rejected at bid opening.

Item No.	Description	Qty./ Unit	Unit Cost	Total Cost
1.	Drying Oven	2 units	92,000.00	184,000.00
2.	Constant Temperature Incubator	2 units	63,250.00	126,500.00
3.	Electronic Top Loading Balance	6 units	25,000.00	150,000.00
4.	Analytical Balance	1 unit	100,000.00	100,000.00
5.	Muffle Furnace	1 unit	320,000.00	320,000.00
6.	Micro Centrifuge	1 unit	57,385.00	57,385.00
7.	Digital Thermocouple Thermometer	8 units	6,031.70	48,253.60
8.	UV-VIS Spectrophotometer	1 unit	900,000.00	900,000.00
9.	Autoclave	1 unit	170,000.00	170,000.00
10.	Serological Centrifuge	2 units	25,000.00	50,000.00
11.	Hematocrit Centrifuge	2 units	40,000.00	80,000.00
12.	Test Tube Rack	12 pcs.	500.00	6,000.00
	---Nothing Follows---			
	GRAND TOTAL			Php2,192,138.60

- The West Visayas State University now invites bids for the above Procurement Project. Delivery of the Goods is required by 60 calendar days. Bidders should have completed, within 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- Prospective Bidders may obtain further information from West Visayas State University, BAC Secretariat Office, Administration Building, and inspect the Bidding Documents at the address given below during 8:00 A.M. – 5:00 P.M.
- A complete set of Bidding Documents may be acquired by interested Bidders on June 20 – July 11, 2024 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, in the amount of **Php5,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.

COST OF BIDDING DOCUMENTS PER ITEM			
Item No.	Description	Total Cost	Cost of Bidding Documents
1.	<i>Drying Oven</i>	184,000.00	500.00
2.	<i>Constant Temperature Incubator</i>	126,500.00	500.00
3.	<i>Electronic Top Loading Balance</i>	150,000.00	500.00
4.	<i>Analytical Balance</i>	100,000.00	500.00
5.	<i>Muffle Furnace</i>	320,000.00	500.00
6.	<i>Micro Centrifuge</i>	57,385.00	500.00
7.	<i>Digital Thermocouple Thermometer</i>	48,253.60	500.00
8.	<i>UV-VIS Spectrophotometer</i>	900,000.00	1,000.00
9.	<i>Autoclave</i>	170,000.00	500.00
10.	<i>Serological Centrifuge</i>	50,000.00	500.00
11.	<i>Hematocrit Centrifuge</i>	80,000.00	500.00
12.	<i>Test Tube Rack</i>	6,000.00	500.00

6. The West Visayas State University will hold a Pre-Bid Conference¹ on **June 28, 2024; 10:00 A.M.** through video conferencing or webcasting via google meeting platform (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission at the office address indicated below**, (ii) **online or electronic submission as indicated below**, or (iii) **both** on or before **July 11, 2024; 2:00 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **July 11, 2024; 2:00 P.M.** at the given address below or through electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.
11. The West Visayas State University reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
ROSALIE C. QUICOY
Head, BAC Secretariat
West Visayas State University
BAC Secretariat Office, Administration Building
Luna St., La Paz, Iloilo City, 5000
govtproc@wvsu.edu.ph
(033) 320-08-70-78 local 1103
wvsu.edu.ph
13. You may visit the following websites:
For downloading of Bidding Documents: wvsu.edu.ph
For online bid submission: govtproc@wvsu.edu.ph

June 20, 2024

JULIUS B. UNДАР
BAC, Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *West Visayas State University* wishes to receive Bids for the *Procurement of Various Laboratory Equipment*, with identification number *IB No. 2024-28*.

The Procurement Project (referred to herein as “Project”) is composed of *Various Laboratory Equipment* 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 *Special Trust Fund (Unexpended Balances of 2023), Special Trust Fund 2024 and General Appropriations Act (GAA) 2024* in the amount of *Two Million One Hundred Ninety-Two Thousand One Hundred Thirty-Eight Pesos and 60/100 (Php2,192,138.60) Only*.

2.2. The source of funding is:

a. NGA, *Special Trust Fund (Unexpended Balances of 2023), Special Trust Fund 2024 and General Appropriations Act (GAA) 2024*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *Not applicable*
- 7.3. *Not applicable*
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting via **google meeting platform (for registration of interested bidders, please send your request to this address: govtproc@wvsu.edu.ph)** 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 **2 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **November 08, 2024**. 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

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. <u>Procurement of Various Laboratory Equipment or equivalent thereof.</u> b. Completed within <u>2 years</u> prior to the deadline for the submission and receipt of bids.
7.1	<i>N/A</i>
12	The price of the Goods shall be quoted DDP <u>in Philippines</u> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than <u>PhP43,842.77</u> equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Php109,606.93</u> equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	<u>Procurement of Various Laboratory Equipment –Php2,192,138.60.</u>
20.1	<i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).</i>
21.2	<i>Certificate of Warranty to include a statement specifying the service response period which shall not be later than five (5) days from receipt of notice/complaint from the Project Management Office (PMO)/Technical Working Group (TWG)/ End-user.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



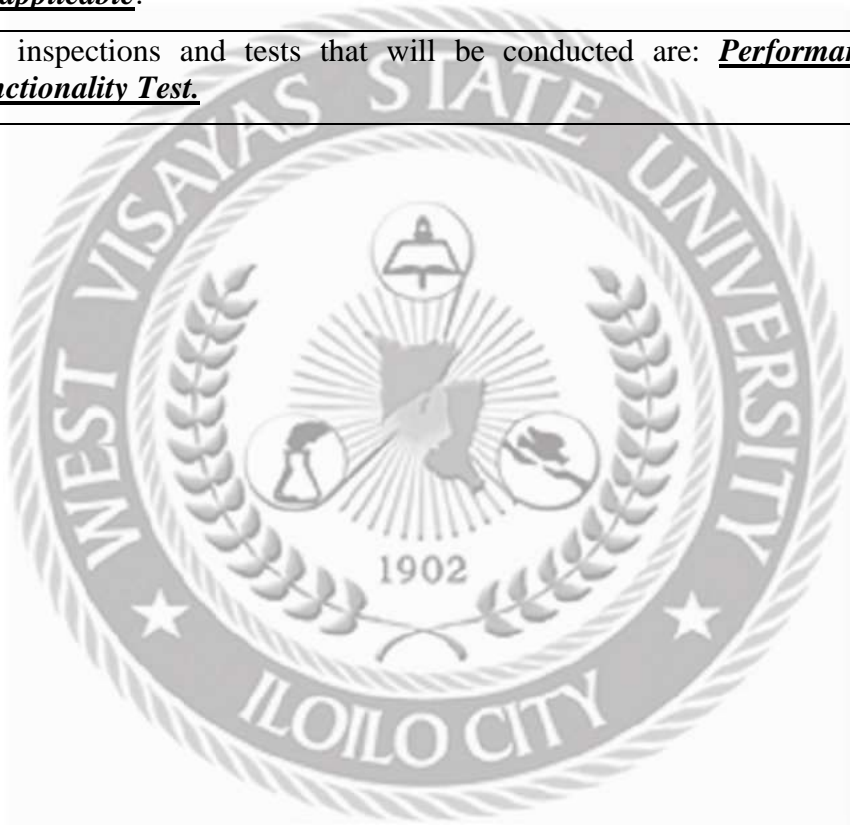
Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, “The delivery terms applicable to the Contract are DDP delivered <u>West Visayas State University, Luna St., La Paz, Iloilo City.</u> In accordance with INCOTERMS.”</i></p> <p><i>For Goods supplied from within the Philippines, “The delivery terms applicable to this Contract are delivered <u>West Visayas State University, Luna St., La Paz, Iloilo City.</u> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Mr. Julius B. Undar – Chief Administrative Officer, Mr. Hector P. Caro and Dr. Stephen G. Sabinay – TWG.</u></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>Specify additional incidental service requirements, as needed. None</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description</p>
	<p>Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <u>not applicable.</u>”</p>
4	<p>The inspections and tests that will be conducted are: <u>Performance and Functionality Test.</u></p>



Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1.	<i>Drying Oven</i>	<i>2 units</i>		
2.	<i>Constant Temperature Incubator</i>	<i>2 units</i>		
3.	<i>Electronic Top Loading Balance</i>	<i>6 units</i>		
4.	<i>Analytical Balance</i>	<i>1 unit</i>		
5.	<i>Muffle Furnace</i>	<i>1 unit</i>		
6.	<i>Micro Centrifuge</i>	<i>1 unit</i>		
7.	<i>Digital Thermocouple Thermometer</i>	<i>8 units</i>		
8.	<i>UV-VIS Spectrophotometer</i>	<i>1 unit</i>		
9.	<i>Autoclave</i>	<i>1 unit</i>		
10.	<i>Serological Centrifuge</i>	<i>2 units</i>		
11.	<i>Hematocrit Centrifuge</i>	<i>2 units</i>		
12.	<i>Test Tube Rack</i>	<i>12 pcs.</i>		
	----Nothing Follows----			

Name of Bidder: _____

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
Procurement of Various Laboratory Equipment		Statement of Compliance
1.	<i>DRYING OVEN – CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 2 units</i>	
	<i>Unit Cost: Php92,000.00</i>	
	Features:	
	* Forced Air type	
	* External material: cold-rolled steel with anti-bacteria powder coating.	
	* Stainless steel inner chamber, round angle structure, adjustable shelves.	
	* PID microprocessor intelligent temperature controller.	
	* Over-temperature protection.	
	Capacity	70 Litters or higher
	Temp. Range	RT+10~200/300°C
	Temp. Precision	0.1°C
	Temp. Fluctuation	±1°C
	Ambient Temp.	5~40°C
	Timing Range	1~9999min
	Shelves No.	2 pcs
	Display	LED
	Consumption	1550/2400W
	Power Supply	Standard: AC 220V±10%, 50/60Hz
	Internal Size	450*352*450 or bigger
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	
2.	<i>CONSTANT TEMPERATURE INCUBATOR – CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 2 units</i>	
	<i>Unit Cost: Php63,250.00</i>	
	Features:	
	1. LCD display.	
	2. Microcomputer temperature controller.	
	3. Double door design and magnetic door sealing.	
	4. Castors are equipped for easy movement.	
	5. The working chamber adopts round angle structure, easy to clean.	
	Safety Functions:	
	* Over temperature protection, temperature sensor malfunction alarm.	
	* Parameters can be saved automatically when power off or system error.	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
<u>Procurement of Various Laboratory Equipment</u>		Statement of Compliance
	Capacity	84 Litters or Bigger
	Readability	0.1°C
	Temp. Range	RT +5°C - 60°C or higher
	Temp. Fluctuation	± 0.3°C
	Time Setting	1 – 9999 min
	Number of Shelve	2 adjustable
	Power Supply	220V ±15% Volts AC, 50/60HZ
	Consumption	500W or higher
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	
3.	<i>ELECTRONIC TOP LOADING BALANCE - CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 6 units</i>	
	<i>Unit Cost: Php25,000.00</i>	
	Specifications:	
	Capacity:	600 g or higher
	Graduation:	0.01 g or lower
	Operating Temperature:	5 °C to 35 °C
	Power Source:	Adapter 9VDC / 300mA and 4 x UM-2 dry battery (included)
	Platter Size:	144 x 124 x 6.5mm; Round: 116mm diameter
	Display:	LCD, 6.5 digits, 16mm (height), LED backlight
	Certificate of Calibration:	Provided with certificate of calibration
	Features:	
	LCD Display with LED backlight, more durable, more energy saving	
	Double overload protection	
	Weighing, counting and percentage modes	
	Selectable weighing units, up to 13 weighing units available	
	Auto temperature and linearity compensation	
	Low power indication and Auto power Off	
	Both plug and dry battery models available	
	Plastic shield included	
	Easily adjusted leveling feet for stability of the scale	
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
<u>Procurement of Various Laboratory Equipment</u>		Statement of Compliance
4.	<i>ANALYTICAL BALANCE – CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 1 unit</i>	
	<i>Unit Cost: Php100,000.00</i>	
	General Specifications	
	Balance Type	Analytical balance
	Maximum Weighing Capacity	220 g or higher
	Repeatability	0.1 mg
	Scale Interval	0.1 mg
	Linearity	0.2 mg
	Weighing Chamber Height	209 mm or higher
	Weighing Pan Diameter	ø 90 mm or bigger
	Chemical Resistance	Yes
	Draft Shield	Manual
	Weighing Units	g, ct, mom, kg, lb, oz, ozt, tlb, tlc, tlt, GN, dwt, mg, parts lb, tlc, Kt, tol, bat, MS, N
	Underfloor Weighing	Yes
	Power Requirements	Line Voltage 100 – 240 V, 50 – 60 Hz
	Features	
	Adjustment	Internal automatic (isoCAL)
	Anti-Theft Locking Device	Kensington Lock, lockdown capability for cable or chain
	Display	Colored Touchscreen
	Housing Protection	Acetone cleanable housing, Glass parts of the draft shield are coated to reduce electrostatic influences, In-use cover, Dust cover for balances with draft shield
	Languages	English, etc.
	Leveling	Real-Time Level Support
	Calibration History	Yes
	Connections (Data)	Data Interface Mini USB
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
Procurement of Various Laboratory Equipment		Statement of Compliance
5.	MUFFLE FURNACE – CENTRAL LAB.	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 1 unit</i>	
	<i>Unit Cost: Php320,000.00</i>	
	Features	
	Program controlling temperature. Heating wire is set in four sides of the furnace, anti-corrosion, prevent contamination. Special insulation design, low shell temperature. SCR control, PID parameter self-setting.	
	Low energy consumption. Multiple safety protection design. Over-temperature alarm. Power off when over-temperature/over-load. Manual or automatic switch without interference.	
	Built-in parameter password control function.	
	Specification	
	Max. Temp.(°C) 1300	
	Capacity(L) 10 to 14 liters	
	Temp. Accuracy ±1°C	
	Consumption (KW) 4	
	Power Supply 220 ±10%, 50/60HZ	
	Heating Rate 0-30°C/min	
	Rising Time (Empty) 30 minutes	
	Temp. Uniformity ±5°C	
	Includes the following	
	Crucible Tongs - 6 pcs	
	For holding crucibles 3.8 cm (1 1/2") diameter or wider	
	Tight gripping corrugated tips for handling dishes in muffle furnaces	
	Made from nickel plated steel rod 0.8 cm diameter	
	Length: 50.8 cm (20")	
	Crucible, Porcelain, High Form, w/Lid, 20ml – 20 pcs	
	A high-quality porcelain crucible. The porcelain is uniform in thickness and dense which allows stable mechanical strength and little permeability.	
	When properly used, the glazed pieces can withstand temperatures of 1050 degrees centigrade.	
	The crucibles are glazed on the inside and outside surface.	
	Gloves, Large – 6 packs	
	Insulated non-woven heat resistant, 14" long	
	Black, proprietary textured coating, intermittent heat up to 500-degree F	
	1 pair per pack	
	Straight wall metal crucible – 6 pcs	
	Has excellent resistance to oxidation in the 1000° to 1200°C temperature range	
	Has good corrosion resistance to many acid and aqueous salt solutions.	
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
Procurement of Various Laboratory Equipment		Statement of Compliance
6.	<i>MICRO CENTRIFUGE – CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 1 unit</i>	
	<i>Unit Cost: Php57,385.00</i>	
	Features:	
	* Digital display, switch display RCF value.	
	* Microcomputer processor control.	
	* Setting parameters during operation can be modified.	
	* Multi-stage shock absorption, centrifuge vibration is small.	
	* DC brushless motor drive.	
	* Automatic induction door lock, unbalanced protection.	
	* 10 levels speed-up and speed-down control.	
	* Can store 20 procedures.	
	Technical Parameter:	
	Max.Speed	16,000 rpm or Faster
	Max.RCF	18,000 × g or higher
	Max.Capacity	12*1.5/2.0 ml or 24*1.5/2.0 ml
	Speed Precision	±20 rpm
	Time Range	1~999 min
	Power Supply	Standard: AC 220V 50/60Hz
	Consumption	350W or higher
	Noise	≤65dB(A)
	Rotor Type	Angle Rotor
	NOTE: With On-Site DEMO and Installation	
	Minimum of 1-year warranty	
7.	<i>DIGITAL THERMOCOUPLE THERMOMETER – CENTRAL LAB.</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 8 units</i>	
	<i>Unit Cost: Php6,031.70</i>	
	Features:	
	Dual temperature monitoring T1/T2	
	Overload display alarm when the input exceeds the measurement range	
	Temperature reading in °F, °C, K	
	Large LCD screen	
	Display the temperature difference between two inputs	
	Auto power off	
	Self-calibration function and factory restoration function	
	Specifications:	
	Temperature range: -50°C to 300°C or higher	
	Battery: 9V battery (included)	
	Resolution: 0.1°C or 0.1°F	
	Input: Mini k type (flat pin) connector	
	Package Contents:	
	1* Digital thermometer	
	2* K-type thermocouple sensor/wire	
	2* K type thermocouple inserted into the probe	
	2* Screw	
	1* Operation Manual	
	Warranty: 1year	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
Procurement of Various Laboratory Equipment		Statement of Compliance
8.	UV-VIS SPECTROPHOTOMETER – CENTRAL LAB.	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 1 unit</i>	
	<i>Unit Cost: Php900,000.00</i>	
	Type	UV-Vis Spectrophotometer with multi cell sample compartment Can be used stand alone or with compatible computer
	Wavelength range	190 nm or less to 1100nm or higher
	Spectral bandwidth	1 nm (190 to 1,100 nm)
	Wavelength setting	0.1 nm increments (1 nm increment when setting scanning range)
	Wavelength accuracy	± 0.05 nm at D2 peak 656.1 nm, ± 0.3 nm for entire range
	Wavelength repeatability	± 0.025 nm
	Wavelength slew rate	Approx. 29,000 nm/min
	Wavelength scanning speed	3,000 to 2 nm/min 29,000 nm/min when survey scanning
	Lamp interchange wavelength	Automatic interchange linked to wavelength. The interchange wavelength can be set freely in the range of 295 to 364 nm (0.1 nm increments).
	Stray light	Less than 0.004% at 220 nm (NaI) Less than 0.004% at 340 nm (NaNO ₂) Less than 0.15% at 198 nm (KCl)
	Photometric system	Double beam optics
	Photometric range	Absorbance: -4 to 4 Abs Transmittance: 0% to 400%
	Photometric accuracy	± 0.0015 Abs at 0.5 Abs ± 0.002 Abs at 1.0 Abs ± 0.004 Abs at 2.0 Abs (measured using NIST930D/NIST1930 or equivalent.)
	Photometric repeatability	Less than ± 0.00002 Abs at 0.5 Abs Less than ± 0.00003 Abs at 1 Abs Less than ± 0.00007 Abs at 2 Abs
	Baseline stability	Less than 0.0002 Abs/Hr (700 nm, one hour after light source turned ON)
	Baseline flatness	Less than ± 0.0003 Abs (1,100 to 190 nm, one hour after light source turned ON)
	Noise level	Less than 0.00001 Abs (700 nm)

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<p>Statement of Compliance</p> <p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
Procurement of Various Laboratory Equipment		Statement of Compliance
	Light source	halogen lamp and deuterium lamp Built-in or Equivalent
	Monochromator	LO-RAY-LIGH grade blazed holographic grating in Czerny- Turner mounting
	Detector	Silicon photodiode
	Sample compartment	Internal dimensions: W110 × D250 × H115 mm Distance between light beams: 100 mm Holds up to six 10-mm square cells on the sample side. Number of cells: 6 on the same side 1 on the reference
	Power requirements	AC 100-230V, 50/60 Hz, 140 VA
	Environmental requirements	Temperature: 15°C to 35°C Humidity: 35% to 80% (without condensation; 70% max. at 30°C or higher)
	Output device	USB memory / Extended memory Data files saved in text format or UVPC format* *Files
	PC compatibility	UV-Vis software (standard) External control possible via USB.
	Display	24-bit color touch screen Touch pen (standard included) Touch panel protective sheet (included)
	Includes:	
	i7 computer (PC) and Compatible Printer	
	Compatible AVR	
	multi cell sample compartment with Square cells	
	Cuvettes (7 pcs quarts, 7 pcs glass) or more	
	With analysis software 21 CFR Part II compliant	
	With USB storage device for date storage	
	Minimum Warranty two (2) years	
	NOTE: With On-Site DEMO and Installation	
9.	AUTOCLAVE - URDC	
	Please specify brand and model:	
	Quantity/Unit: 1 unit	
	Unit Cost: Php170,000.00	
	Description Features: AUTOCLAVE BKM-K23N(220V) 23L Capacity	
	Capacity	23L
	Door	Manual
	Designed Pressure	0.28Mpa
	Working Pressure	0.23Mpa
	Working Temp.	121/134°C
	Chamber Material	S30408
	Power Supply	AC220±10%, 50/60Hz (Standard); 110V,60Hz (Optional)

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
Procurement of Various Laboratory Equipment		Statement of Compliance
	Consumption	1.8KW
	Altitude	<2500m
	Chamber Size(μ*L)	250*450mm
	Standard Accessories	Tray, USB port
	Optional Accessories	Printer
	External Size(W*D*H)	700*495*410mm
	Package Size(W*D*H)	810*610*590mm
	Net Weight(kg)	36
	Gross Weight(kg)	50
	Warranty: Parts & Services: 1 year	
	RECOMMEND USE: For Laboratory and Educational Facilities	
10.	<i>SEROLOGICAL CENTRIFUGE - COM</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 2 units</i>	
	<i>Unit Cost: Php25,000.00</i>	
	6-8 placer	
	can be used for 5-15 mL	
	Volume test tube	
	Warranty: 1 year	
11.	<i>HEMATOCRIT CENTRIFUGE - COM</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 2 units</i>	
	<i>Unit Cost: Php40,000.00</i>	
	Micro Hematocrit Centrifuge DSC-100MH-1	
	Model: DSC-100MH-1	
	Speed: 12,000rpm (fixed)	
	R.C.F.: 14,648g	
	Timer: 0~15 min. mechanical timer	
	Motor: Universal motor	
	Capacity: 24 x capillary tube (Diam. 1.5x75mm)	
	Standard accessory: Percentage reader (Aluminum)	
	Optional accessories: Disc reader (plastic), Capillary tube, Wax	
	Weight (kg): 4.5 / 5.0 Kgs	
	Overall dimension: W290xD240xH200mm	
	Power supply: AC 110V 60Hz (220V 50/60Hz available)	
	Warranty: 1 year	
12.	<i>TEST TUBE RACK - COM</i>	
	<i>Please specify brand and model:</i>	
	<i>Quantity/Unit: 12 pcs.</i>	
	<i>Unit Cost: Php500.00</i>	
	40 holes for 20mm Test tube rack Autoclavable	
	Warranty: 1 year	

Section VII. Technical Specifications

Item No.	Specification	Statement of Compliance
		<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
<u>Procurement of Various Laboratory Equipment</u>		Statement of Compliance
	TERMS AND CONDITIONS:	
	Preventive Maintenance: <ul style="list-style-type: none"> • Response time will be 5 days if on-line and 15 days if on-site. Certificate by the supplier on this requirement should be attached to the submission. 	
	Warranty: Supplier should include in the submission a warranty certificate of one (1) year duly signed by the authorized representative.	
	Others: <ul style="list-style-type: none"> • Bidders should include/ submit brochures indicating brand and model offered. • Supplier must submit a certificate as an authorized or exclusive distributor from the Manufacturer local or abroad in favor of the supplier. 	
	----Nothing Follows-----	

Name of Bidder: _____

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

(Bidder should submit only one (1) copy labeled “ORIGINAL”)

Class “A” Documents

Legal Documents

- (a) Valid and updated PhilGEPS Certificate of Platinum Registration and Membership ONLY for purposes of determining eligibility in accordance with GPPB Resolution No. 015-2021. Please see attached sample of Revised PhilGEPS Certificate of Platinum Registration and Membership;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- (e) Original copy of Notarized Bid Securing Declaration; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (h) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

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

Class “B” Documents

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

or

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

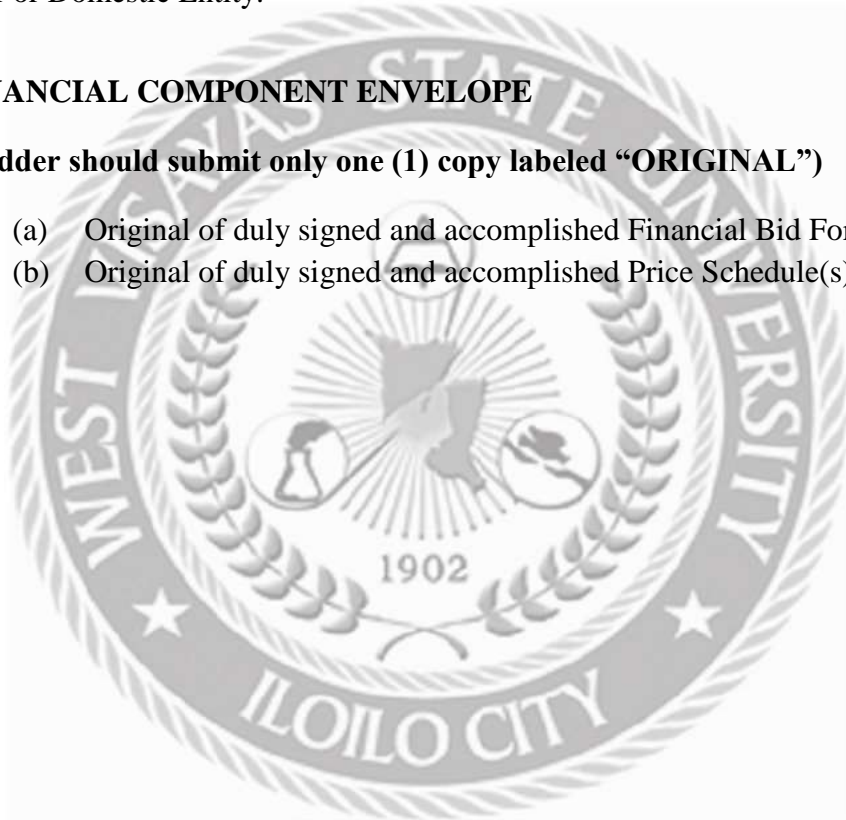
Other documentary requirements under RA No. 9184 (as applicable)

- (j) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

(Bidder should submit only one (1) copy labeled “ORIGINAL”)

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



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

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Of agent	Amount Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from 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. 2024-28** Page **1 of 1**

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)
1.	Drying Oven		2						
2.	Constant Temperature Incubator		2						
3.	Electronic Top Loading Balance		6						
4.	Analytical Balance		1						
5.	Muffle Furnace		1						
6.	Micro Centrifuge		1						
7.	Digital Thermocouple Thermometer		8						
8.	UV-VIS Spectrophotometer		1						
9.	Autoclave		1						
10.	Serological Centrifuge		2						
11.	Hematocrit Centrifuge		12						
12.	Test Tube Rack		12						
	---Nothing Follows---								
	TOTAL BID PRICE							PhP	

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Suggested Format/ Template

Name of the Procuring Entity: _____

Project: _____

Location of the Project: _____

Statement of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Date of Delivery	Amount		End-user's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Note: This statement shall be supported with:

1. **Notice of Award (NOA)**
2. **Contract**
3. **Notice to Proceed (NTP)**
4. **And other documents, if necessary**

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Suggested Format/ Template

Name of the Procuring Entity: _____
 Project: _____
 Location of the Project: _____

Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the Contract to be bid which should be at least fifty percent (50%) of the ABC

Business Name: _____
 Business Address: _____

Name of Contract	a. Owner’s Name b.Owner’s Name Address c.Telephone Nos.	Nature of Work	Bidder’s Role		a. Amount of Award b.Amount of Completion c.Duration	a. Date Awarded b.Contract Effectivity c.Date Completed
			Description	%		

Note: This statement shall be supported with:
1. Contract
2. Certificate of completion/ acceptance or
3. Official receipt issued to the Procuring Entity

Name: _____
 Legal Capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____
 Date: _____

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

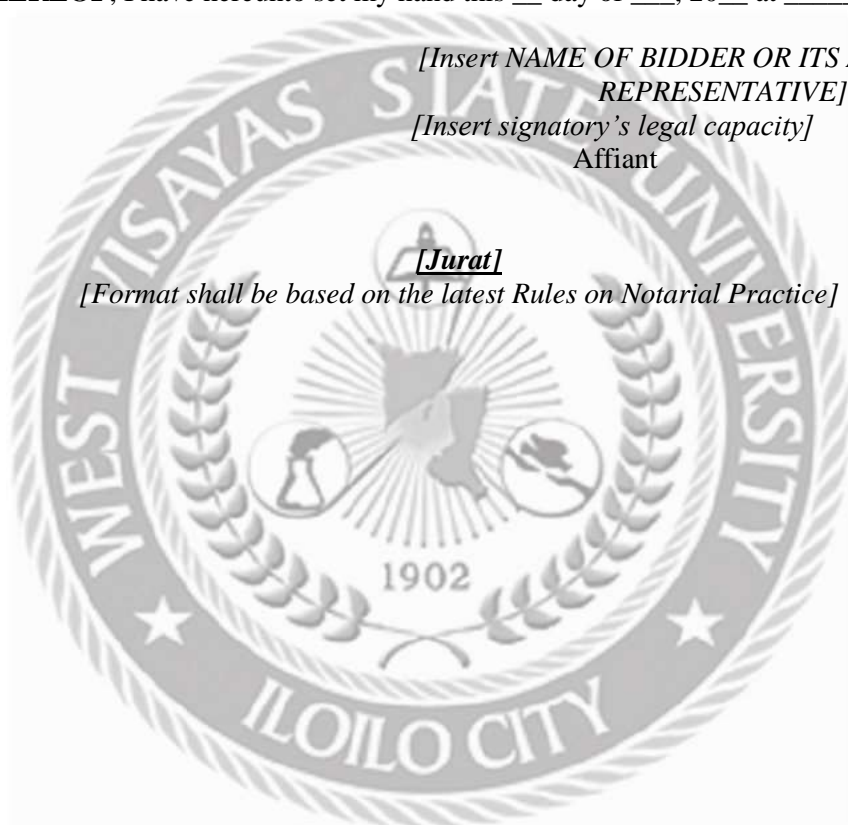
[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory’s Legal Capacity]

for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory’s Legal Capacity]
for:
[Insert Name of Supplier]

Acknowledgment

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



Republic of the Philippines



Government Procurement Policy Board