



**Philippine Rice Research Institute**  
Central Experiment Station  
Maligaya, Science City of Muñoz, 3119 Nueva Ecija

Quality Rice. Quality Life.

# **BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF LABORATORY CHEMICALS, SUPPLIES AND MATERIALS (CBC)**

**PB 21-01-12**



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***Section I. Invitation to Bid***



**INVITATION TO BID FOR THE  
SUPPLY AND DELIVERY OF LABORATORY CHEMICALS, SUPPLIES  
AND MATERIALS (CBC)  
PB 21-01-12**

1. The **Philippine Rice Research Institute**, through the **2021 Trust Fund Budget** intends to apply the sum of **ONE MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY-FIVE AND 00/100 PESOS ONLY (Php 1,434,655.00)** being the ABC to payments under the contract for the **SUPPLY AND DELIVERY OF LABORATORY CHEMICALS, SUPPLIES AND MATERIALS (CBC) PB 21-01-12**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified in the Schedule of Requirements. Bidders should have completed, within **two (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).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from PhilRice through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice websites. (Kindly refer to the schedule below).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **One Thousand Five Hundred Pesos Only (Php 1,500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.

We encourage bidders to download the bidding documents through PhilGEPS or the PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
6. The Philippine Rice Research Institute will hold a Pre-Bid Conference through video conferencing or webcasting via zoom on the date specified below which shall be open to all prospective bidders. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to the address given below.
7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. (i) manual submission or through courier at the office address indicated below. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **February 09, 2021; 02:00 PM** at the address given below via zoom. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

9. The **Philippine Rice Research Institute** 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.
10. Please refer to the following schedule of activities:

Activity	Date/Time	Remarks
Acceptance of queries through telephone or video call with the BAC Secretariat	January 15 to February 08, 2021 8:00AM to 12:00 noon	Queries on the bidding documents only. Queries on the technical specifications should be in formal writing sent through email or fax, addressed to the BAC Chairperson through the BAC Secretariat.
Availability of Bidding documents and acceptance of Payment	January 15, 18-22, 25-29, February 1-5, and 8, 2021 8:00AM to 05:00 PM	Downloadable through PhilGEPS, PhilRice Website and can be requested through email. Please call the BAC Secretariat for the procedures on online payment
Pre-Bid Conference	January 25, 2021 Meeting Proper: 9:00 AM	Interested bidders shall signify intention to bid through email. A Personal Meeting ID will be sent through email to confirmed participants.
Deadline for the submission of bids	On or before February 08, 2021 5:00PM	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	February 09, 2021 02:00 PM Meeting Proper	A Personal Meeting ID will be sent to participants who submitted bid proposals on time.

**NOTICE/ANNOUNCEMENT**

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


11. For further information, please refer to:

**THE BAC SECRETARIAT**

Procurement Management Division  
Philippine Rice Research Institute  
Maligaya, Science City of Muñoz, Nueva Ecija  
Telefax: (044) 456-0650  
Mobile No. 09209135104  
Website: [www.philrice.gov.ph](http://www.philrice.gov.ph)

You may visit the following websites:

For downloading of Bidding Documents:  
[www.philrice.gov.ph](http://www.philrice.gov.ph) and [www.philgeps.gov.ph](http://www.philgeps.gov.ph)  
Date: January 14, 2021

  
**GENARO S. RILLON**  
Chairperson, BAC for Goods and Services

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Philippine Rice Research Institute– Central Experiment Station** wishes to receive Bids for the **Supply and Delivery of Laboratory Chemicals, Supplies and Materials (CBC) PB 21-01-12**.

The Procurement Project (referred to herein as “Project”) is composed of **Supply and Delivery of Laboratory Chemicals, Supplies and Materials**, 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 **2021 Trust Fund Budget** in the amount of **One Million Four Hundred Thirty Four Thousand Six Hundred Fifty Five and 00/100 Pesos only (Php 1,434,655.00)**.

2.2. The source of funding is:

a. the **2021 General Appropriations Act**

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

5.2.

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

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies and Services: 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **see the Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in



the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

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

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid. Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

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

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

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

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

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

## **21. Signing of the Contract**

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Supply and Delivery of Laboratory Chemicals, Supplies and Materials being offered and almost the same with our required technical specifications</b></li> <li>b. Completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP <b>and deliver to Philippine Rice Research Institute Central Experiment Stations see technical specs for the details</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>Twenty Eight Thousand Six Hundred Ninety Three and 10/100 Pesos Only (PhP 28,693.10)</u></b> <i>which is the amount equivalent to two percent (2%) of the ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>Seventy One Thousand Seven Hundred Thirty Two and 75/100 Pesos Only (PhP 71,732.75)</u></b> <i>which is the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.3	<p>The name of the Contract is <b>SUPPLY AND DELIVERY OF LABORATORY CHEMICALS, SUPPLIES AND MATERIALS</b></p> <p>The identification number of the Contract is <b>PB 21-01-12</b></p>
20.2	<p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months</p> <p>VAT Returns (Form 2550M &amp; 2550Q) or Percentage Tax Return (2552M) with proof of payment</p>
21.2	No additional requirement.

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## 5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the



Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to <b>PhilRice, Central Experiment Stations (see Technical Specs for the details of delivery)</b>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to <b>PhilRice, Malgaya, Science City of Munoz, Nueva Ecija</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><b>For purposes of this Clause the Procuring Entity’s Representative are representative from Crop Biotechnology Center.</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>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.</p> <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><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
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	<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><b>Transportation –</b></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>
2.2	Partial payment is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>a. If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.</li> <li>b. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</li> <li>c. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost</li> </ol>

	<p>to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.</p> <p>d. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.</p>
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## *Section VI. Schedule of Requirements*

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

Item no.	Description	Qty	Unit	Total ABC	Division	Delivery Period
<b>Project 16, 17, and 20</b>						
1.	Phosphatase (Alkaline)	2	piece	50,000.00	CBC	Within 30 days upon receipt of PO/NTP
2.	Ethidium Bromide Solution	2	bottle	9,200.00	CBC	
3.	Spectinomycin dihydrochloride pentahydrate	1	bottle	17,315.00	CBC	
4.	Naphthaleneacetic acid	3	bottle	33,000.00	CBC	
5.	Picolinic acid	3	bottle	33,000.00	CBC	
6.	Pipette tips	8	pack	6,000.00	CBC	
7.	Stainless steel laboratory spatula,	10	piece	2,000.00	CBC	
8.	Aspirator pump	4	piece	12,000.00	CBC	
9.	Phosphatase (Alkaline	2	piece	50,000.00	CBC	
10.	Ethidium Bromide Solution	2	bottle	9,200.00	CBC	
11.	Spectinomycin dihydrochloride pentahydrate	1	bottle	17,315.00	CBC	
12.	Naphthaleneacetic acid	3	bottle	33,000.00	CBC	
13.	Picolinic acid	3	bottle	33,000.00	CBC	
14.	Restriction enzymes, Pac1,	1	piece	19,000.00	CBC	
15.	Restriction enzymes, BamH1	1	piece	3,500.00	CBC	
16.	Restriction enzymes, BbsI	1	piece	18,800.00	CBC	
17.	Restriction enzymes, I-SCEI,	1	piece	21,000.00	CBC	
18.	Restriction enzymes, ASC1,	1	piece	24,200.00	CBC	
19.	SOC medium,	1	bottle	20,000.00	CBC	
20.	T4 DNA Ligase,	1	unit	25,000.00	CBC	
21.	Taq DNA Polymerase,	2	unit	46,000.00	CBC	
22.	Scalpel blade #10, Universal	1,000	piece	5,000.00	CBC	
23.	Stirring bar	1	kit	750.00	CBC	
24.	Stirring rod	2	piece	1,100.00	CBC	
25.	Alcohol lamp, 50 ml	5	piece	3,250.00	CBC	
26.	Pipette tips, 10 uL, 1000pcs/pack	10	pack	5,500.00	CBC	
27.	Pipette tips, 200 uL, 1000pcs/pack	10	pack	5,500.00	CBC	
28.	Pipette tips, 1000 uL, 1000pcs/pack	8	pack	6,320.00	CBC	
29.	Autoclavable container, Gerber caps, autoclavable, 2.5 oz	100	piece	15,000.00	CBC	
30.	Autoclavable container, Gerber caps, autoclavable, 2.5 oz	150	piece	7,500.00	CBC	
31.	Innoculating loop	1	piece	3,000.00	CBC	
32.	Laboratory marker, extra fine tip, black	20	piece	3,000.00	CBC	
33.	Magnetic stirring bar assortments w/ storage box	1	piece	750.00	CBC	
34.	Microtubes, 1.5ml, autoclavable, 500 pieces/pack	20	pack	13,000.00	CBC	
35.	Microtubes, 2.0ml, autoclavable, 500 pieces /pack	10	pack	8,000.00	CBC	
36.	Interfolded paper towel,	25	pack	1,250.00	CBC	

	195x205mm, 175 pulls/pack					
37.	Petri dish, plastic with cover lid, 20 x 100 mm	150	pack	26,250.00	CBC	
38.	Petri dish, plastic with cover lid, 15.8 x 90 mm	3	pack	12,300.00	CBC	
39.	Polypropylene closures	100	piece	15,000.00	CBC	
40.	Glass bottle, 1000-mL capacity	2	piece	1,700.00	CBC	
41.	Paper fiber optic cleaning wipes (Delicate task wipes)	10	box	1,550.00	CBC	
42.	PCR plates, 96 wells, 50 Pieces/pack	10	pack	35,000.00	CBC	
43.	PCR plates, 96 wells, 50 Pieces/pack	10	pack	35,000.00	CBC	
44.	Parafilm, 4 in. x 125 ft	5	roll	13,750.00	CBC	
45.	Test tube, 25-mL capacity	150	piece	3,750.00	CBC	
46.	Graduated cylinder, 1000-mL	2	piece	3,000.00	CBC	
47.	Disposables, biohazard disposables, 12 x 24"	2	pack	4,000.00	CBC	
48.	Conical tubes, 25 ml, 50 Pieces/pack	4	pack	2,080.00	CBC	
49.	Conical tubes, 15 ml, 50 Pieces/pack	4	pack	2,000.00	CBC	
50.	Iris scissors, 6 inches	10	piece	2,000.00	CBC	
51.	Filter paper	5	pack	2,500.00	CBC	
52.	Aspirator bottle	4	bottle	12,000.00	CBC	
53.	Test tube brush, 15 x 150mm	10	piece	250.00	CBC	
54.	Forceps, 6 inches	6	piece	3,000.00	CBC	
55.	Erlenmeyer flask, 1000 ml	2	piece	1,700.00	CBC	
56.	Petri dish	100	pack	20,000.00	CBC	
57.	Enzyme, DNase I (at least RNase free)	1	kit	6,000.00	CBC	
58.	Taq DNA Polymerase,	2	unit	46,000.00	CBC	
59.	Restriction enzymes, HindIII	2	piece	44,000.00	CBC	
60.	Restriction enzymes, BBSI,	2	piece	44,000.00	CBC	
61.	Restriction enzymes, I-SceI,	2	piece	44,000.00	CBC	
62.	Restriction enzymes, Pac I,	2	piece	44,000.00	CBC	
63.	Restriction enzymes, Asc I,	2	piece	44,000.00	CBC	
64.	SOC medium,	2	bottle	38,000.00	CBC	
65.	T4 DNA Ligase	2	unit	86,000.00	CBC	
66.	Lambda DNA,	3	unit	19,800.00	CBC	
67.	PCR purification kit (250)	2	kit	60,000.00	CBC	
68.	Plasmid Miniprep,	3	kit	105,000.00	CBC	
69.	Taq DNA Polymerase,	3	unit	58,305.00	CBC	
70.	DNA ladder,	1	bottle	3,685.00	CBC	
71.	6-benzylaminopurine,	3	bottle	33,000.00	CBC	



## ***SECTION VII. Technical Specifications***

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>
1.	Two (2) pieces Phosphatase (Alkaline) phosphatase, calf intestinal (CIP), 500 units, 1000U, analytical reagent grade 1000 U, 1U/uL	
2.	Two (2) bottles Ethidium bromide solution  molecular reagent grade, (10mg/ml), 10mL/bottle	
3.	One (1) bottle Spectinomycin dihydrochloride pentahydrate  analytical reagent grade, 5 g/bottle	
4.	Three (3) bottles Naphthaleneacetic acid  analytical reagent grade, 1 kg/bottle	
5.	Three (3) bottles Picolinic acid  molecular biotechnology reagent grade, 500 g/bottle	
6.	Eight (8) packs Pipette tips (10uL)  white, non-filtered, clear, sterile, autoclavable, 1000 pieces/pack	
7.	Ten (10) pcs. Stainless steel laboratory	

	spatula Length: 6 5/8 inches	
8.	Four (4) pieces Aspirator pump  Vacuum hydro aspirators filter pumps swirling-type, nickel-plated, designed for greater air entrainment capacity. 3/8" NPT tapered water Inlet, 5-3/8" (137mm) length	
9.	One (1) bottle Restriction enzymes  Pac1, molecular biotechnology reagent grade, 250 units/bottle	
10.	One (1) bottle Restriction enzymes  molecular biotechnology reagent grade, BamH1, containing 12,500 units of BamHI at a concentration of 40-80 u/microliter	
11.	One (1) bottle Restriction enzymes  BbsI, molecular biotechnology reagent grade, 300 units /bottle	
12.	One (1) bottle Restriction enzymes  I-SCEI, molecular biotechnology reagent grade, 500 units/bottle	
13.	One (1) bottle Restriction enzymes,  ASC1, molecular biotechnology reagent grade, 500 units/bottle	
14.	One (1) bottle Super Optimal broth with Catabolite repression (SOC) medium  molecular biotechnology reagent grade, 100 mL/bottle	
15.	One (1) unit T4 DNA Ligase  molecular biotechnology reagent grade, containing three (3) components: dilution buffer 5x concentrated, T4 DNA ligation buffer 2x, T4 DNA Ligase 5U/ul	
16.	Ten (10) kits Taq DNA polymerase  500u Kit, 500units, 1x100ul, 4x1ml	
17.	Two (2) bottles DNA ladder  100bp, 100ng/ul 1x1ml	
18.	One (1) kit PCR Purification Kit and Gel Extraction Kit  100rxns , GF-GC-100, GF-1 Ambiclean Kit ( PCR & Gel), molecular biotechnology reagent grade, 100 preps	
19.	Six (6) sets Deoxynucleoside Triphosphate, dNTP solution set  100mm, 4x25umol	
20.	One (1) kit Enzyme, DNase I	

	(at least RNase free) at least 1000 reactions per kit, molecular biotechnology reagent grade	
21.	Two (2) bottles Taq DNA polymerase  molecular biotechnology reagent grade, 500 units, 1x100 uL, 4x1 mL	
22.	One thousand (1000) pieces Scalpel blade  #10, Universal, universal	
23.	One (1) kit Stirring magnetic bar  73 mm length	
24.	Two (2) pieces Stirring rod  GLASS, 250mm length	
25.	Five (5) pcs. Alcohol lamp  50 mL with 5 replacement wicks	
26.	Ten (10) packs Pipette tips (10 uL)  white, non-filtered, clear, sterile, autoclavable, 1000 pieces/pack	
27.	Ten (10) packs Pipette tips (200 uL)  yellow, non-filtered, clear, sterile, autoclavable, 1000 pieces/pack	
28.	Eight (8) packs Pipette tips (1000 uL)  blue, non-filtered, clear, sterile, autoclavable, 1000 pieces/pack	
29.	One hundred (100) pieces Gerber bottles with caps  for tissue culture 2.5 oz glass jar, autoclavable	
30.	One hundred fifty (150) pieces Gerber bottles with caps  for tissue culture 2.5 oz glass jar, autoclavable	
31.	One (1) piece Inoculating loop  8 inch long non-insulated aluminum handle	
32.	Twenty (20) pieces Laboratory marker (black)  extra fine tip, permanent marker	
33.	One (1) piece Magnetic stirring bar assortments w/ storage box  assorted polygon PTFE coated, 12 pcs/set, includes the following sizes: 3 pcs 8mm x 10mm 3 pcs 8mm x 14mm 2 pcs 8mm x 40mm 2 pcs 8mm x 50mm 2 pcs 8mm x 60mm	

34.	Twenty (20) packs Microtubes (1.5 mL)  colorless/clear, polypropylene, sterile, RNase-, DNase, and pyrogen-free, durable (can withstand 14,000 RCF), conical bottom, autoclavable, 500 pieces/pack	
35.	Ten (10) packs Microtubes (2.0 mL)  colorless/clear, polypropylene, sterile, RNase-, DNase, and pyrogen-free, durable (can withstand 14,000 RCF), conical bottom, autoclavable, 500 pieces/pack	
36.	Twenty-five (25) packs Interfolded paper towel  195x205mm, 1 ply x 175 pulls, highly absorbent, made up of 100% virgin pulp, dermatologist-tested	
37.	One hundred fifty (150) packs Petri dish  plastic with cover lid, dimension: 20 x 100 mm	
38.	Three (3) packs Petri dish  15.8 x 90 mm, 3 vents, aseptic, 480 pieces/pack	
39.	One hundred (100) pieces Polypropylene closures,  2inch in diameter (for tissue culture bottle 2.5”Hx2”diameter)	
40.	Two (2) pieces Laboratory bottles  Glass bottle, 1000ml capacity	
41.	Ten (10) boxes Paper fiber optic cleaning wipes (Delicate task wipes)  280 wipes/box, 4.4 x 8.4 inches, soft, non-abrasive, high quality low tint wipe	
42.	Ten (10) packs PCR plates (96 wells)  flat top, polypropylene, skirted, clear, sterile, DNase-, RNase-, and pyrogen-free, 50 pieces/pack	
43.	Ten (10) packs PCR plates  flat top, polypropylene, skirted, clear, sterile, DNase-, RNase-, and pyrogen-free, 50 pieces/pack	
44.	Five (5) rolls Parafilm  4 in. x 125 ft, thermostatic self-sealing film; holds moisture to a minimum and offers excellent barrier protection to the content of tubes, beakers, flasks, petridish, vials, etc	
45.	One hundred fifty (150) pieces Test tube	

	150 mm tall x 16 mm with 14 mm inside diameter, 25-mL capacity	
46.	Two (2) pieces Graduated cylinder (1000-mL)  borosilicate glass, with pour spout, double metric scale	
47.	Two (2) packs Biohazard disposables plastic bags  12 x 24, chemical resistant	
48.	Four (4) packs Conical tubes (25-mL)  external graduations with white marking area, screw cap with tight sealing, made of high transparency polypropylene material, sterile, 50 pcs/pack	
49.	Four (4) packs Conical tubes (15-mL)  external graduations with white marking area, screw cap with tight sealing, made of high transparency polypropylene material, sterile, 50 pcs/pack	
50.	Ten (10) pieces Iris scissors  stainless, straight, 6-inches long	
51.	Five (5) packs Filter paper  500 pieces/pack	
52.	Four (4) bottles Aspirator bottle  Laboratory copper aspirator pump, Vacuum Hydro Aspirators Filter Pumps	
53.	Ten (10) pieces Test tube brush  Dimension: 15 x 150mm	
54.	Six (6) pieces Forceps  6-inches, stainless steel, fine point	
55.	Two (2) pieces Erlenmeyer flask (1000-mL)  made of borosilicate glass cylinder , with graduation, 100 mL increment	
56.	One hundred (100) packs Petri dish  15.8 x 90 mm, vented, aseptic, 480 pieces/pack	
57.	Two (2) bottles pieces Restriction enzymes  HindIII, molecular biotechnology reagent grade, 300 units	
58.	Two (2) bottles Restriction enzymes  BBSI, molecular biotechnology reagent grade, 300 units	

59.	Two (2) bottles Restriction enzymes I-SceI, molecular biotechnology reagent grade, 500 units	
60.	Two (2) bottles Restriction enzymes Pac I, molecular biotechnology reagent grade, 250 units	
61.	Two (2) bottles Restriction enzymes Asc I, molecular biotechnology reagent grade, 300 units	
62.	Two (2) bottles Super Optimal broth with Catabolite repression (SOC) medium  molecular biotechnology reagent grade, 100 mL/bottle	
63.	Two (2) units T4 DNA Ligase  TOPO Blunt Ligation Kit with M13 primers, molecular biotechnology reagent grade, containing three (3) components: dilution buffer 5x concentrated, T4 DNA Ligation buffer 2x concentrated, T4 DNA Ligase 5 U/ul	
64.	Three (3) units Lambda DNA  molecular biotechnology reagent grade, 500 uL, 250 ug	
65.	Two (2) kits PCR purification kit (250)  molecular biotechnology reagent grade, 250 preps/kit	
66.	Three (3) kits Plasmid Miniprep  Mini Prep kit for plasmid extraction, molecular biotechnology reagent grade  from harvested bacterial culture to pure plasmid DNA in 30 minutes or less  up to 25 µg (mini), 350 µg (midi), and 1.2 mg (maxi) yield of high-copy plasmid DNA  offers the flexibility of a vacuum or spin format  no phenol/chloroform extraction or alcohol precipitation required  kits are stable at room temperature for convenient storage	
67.	Three (3) units Taq DNA polymerase  molecular biotechnology reagent grade, recombinant 50 unit, 5U/uL	
68.	One (1) bottle DNA ladder	

	molecular biotechnology reagent grade, 1Kb, 250-10kp, 1x500 uL,	
69.	Three (3) bottles 6-benzylaminopurine suitable for plant cell culture, molecular biology grade, 25g/bottle	
70.	Three (3) bottles Ferric ethylenediaminetetraacetic acid (EDTA) molecular biotechnology reagent grade, 100 g/bottle	
71.	Three (3) Casein hydrolysate molecular biotechnology reagent grade, 500 g/bottle	

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



# Checklist of Technical and Financial Documents

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

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

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

#### Financial Documents

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

lieu of its NFCC computation.

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

***POST-QUALIFICATION REQUIREMENTS***

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

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

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

## ***Section IX. Bidding Forms***

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

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No.: \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state "None") ]

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

# ***Price Schedule for Goods Offered from Abroad***

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

## ***For Goods Offered from Abroad***

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

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

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

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

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

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

# Price Schedule for Goods Offered from Within the Philippines

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

## For Goods Offered from Within the Philippines

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

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

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

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

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

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

# Contract Agreement Form for the Procurement of Goods (Revised)

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

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## 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]*



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

# Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

—  
*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

### **[Jurat]**

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

## Performance Securing Declaration (Revised)

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

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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/manufacture/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]*