



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 VARIOUS LABORATORY AND
CHEMICAL SUPPLIES
PB 22-01-05**

*A food-secure and resilient Philippines
with empowered and prosperous farmers and fisherfolk*



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Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF VARIOUS LABORATORY AND CHEMICAL SUPPLIES PB 22-01-05

1. The **Philippine Rice Research Institute – Central Experiment Station**, through the **2022 Corporate Fund Budget** intends to apply the sum of **ONE MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED SIXTY THREE AND 91/100 PESOS ONLY (PhP1,167,263.91)** being the ABC to payments under the contract for the **SUPPLY AND DELIVERY OF VARIOUS LABORATORY AND CHEMICAL SUPPLIES PB 22-01-05**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute – Central Experiment Station**, 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 –CES* through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice website, 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 **Two Thousand Pesos Only (Php 2,000.00)**. 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 – Central Experiment Station**, 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 **December 14, 2021; 9:00AM** 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 – Central Experiment Station**, 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	November 22-26, 29, December 1-3,6-10, and 13, 2021 8:00 AM to 5:00 PM	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	November 22-26, 29, December 1-3,6-10, and 13, 2021 8:00 AM to 5:00 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	November 29, 2021 09:00 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 December 13, 2021; 5:00 PM	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	December 14, 2021; 9:00 AM	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 - CES
Maligaya, Science City of Munoz, Nueva Ecija
Telefax: (044) 456-0650
Mobile No. 0999-2248705
Website: www.philrice.gov.ph

You may visit the following websites:

For downloading of Bidding Documents:
www.philrice.gov.ph and www.philgeps.gov.ph
Date: November 19, 2021


AURORA M. CORALES, PhD.
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** as part of the Early Procurement Plan wishes to receive Bids for the **Supply and Delivery of Various Laboratory and Chemical Supplies PB 22-01-05**.

The Procurement Project (referred to herein as “Project”) is composed of **Supply and Delivery of Various Laboratory and Chemical Supplies**, 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 **2022 Corporate Fund Budget** in the amount of **ONE MILLION ONE HUNDRED SIXTY SEVEN THOUSAND TWO HUNDRED SIXTY THREE AND 91/100 PESOS ONLY (PhP1,167,263.91)**.

2.2. The source of funding is:

a. the **2022 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> <p style="margin-left: 40px;">a. Supply and Delivery of Various Laboratory and Chemical Supplies</p> <p style="margin-left: 40px;">b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP and deliver to Philippine Rice Research Institute, Central Experiment Station (see schedule of requirements and technical specs for the details) 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> <p style="margin-left: 40px;">a The amount of not less than <u>Twenty-Three Thousand Three Hundred Forty Five and 28/100 Pesos Only (PhP 23,345.28)</u> <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</p> <p style="margin-left: 40px;">b The amount of not less than <u>Fifty Eight Thousand Three Hundred Sixty Three and 20/100 Pesos Only (PhP 58,363.20)</u> <i>which is the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.3	<p>The name of the Contract is Supply and Delivery of Various Laboratory and Chemical Supplies</p> <p>The identification number of the Contract is PB 22-01-05</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 & 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to PhilRice CES. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to PhilRice CES, Maligaya, Science City of Muñoz, Nueva Ecija. 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>For purposes of this Clause the Procuring Entity’s Representative are the <i>End-users from ASD, CBC, CPD, GRD, PBBD, RCFSD and REMD</i> or their authorized representatives.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<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>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 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>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>
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"> 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. 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. 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

	<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

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	Quantity	Unit	Total ABC	Division	Delivery Period
LABORATORY SUPPLIES						
1	Sterile filter system	1	piece	8,900.00	ASD	30 days upon receipt of PO/NTP
2	Beaker	12	piece	9,900.00	ASD	
3	Carbouy container	10	piece	3,850.00	ASD	
4	Erlenmeyer flask	20	piece	5,000.00	ASD	
5	Filter paper	10	pack	17,600.00	ASD	
6	Interfolded Paper Towel,195x205mm	20	pack	2,000.00	ASD	
7	Stirring bar retriever	2	piece	1,100.00	ASD	
8	Interfold paper towel,203x210mm	3	pack	300.00	ASD	
9	Interfolded Paper Towel, 195x205mm	60	pack	6,000.00	ASD	
10	Copper, Standard,	1	bottle	3,300.00	ASD	
11	Ethanol	5	bottle	15,000.00	ASD	
12	Ferrous Sulfate	5	bottle	5,500.00	ASD	
13	Iron Standard	1	piece	3,190.00	ASD	
14	Triethanolamine	1	bottle	8,800.00	ASD	
15	pH Buffer Solution	1	bottle	1,430.00	ASD	
16	pH7 Buffer Solution	1	bottle	1,727.44	ASD	
17	Diethylenetriaminepentaacetic acid	3	bottle	23,100.00	ASD	
18	Certified Reference Material	1	bottle	32,814.00	ASD	
19	Paper Fiber Optic Cleaning Wipes	40	box	12,000.00	CBC	
20	Pipette tips	1	pack	8,500.00	CBC	
21	Pipette tips	2	pack	13,000.00	CBC	
22	Pipette tips	1	pack	6,500.00	CBC	
23	Pipette tips	20	pack	15,000.00	CBC	
24	Pipette tips	20	pack	15,000.00	CBC	
25	Agarose	2	bottle	30,000.00	CBC	
26	Ethyl Alcohol	1	carbouy	2,500.00	CBC	
27	Ethanol	2	bottle	6,000.00	CBC	
28	PCR Buffer	2	pack	8,000.00	CBC	
29	Propanol	2	bottle	5,000.00	CBC	
30	Tris Base	1	bottle	37,500.00	CBC	
31	DNA Extraction Kit,	1	kit	50,000.00	CBC	
32	qPCR RT Master Mix kit	1	kit	40,000.00	CBC	
33	RNA extraction kit for plant sample	1	kit	155,000.00	CBC	
34	Taq DNA Polymerase	10	kit	38,000.00	CBC	
35	Filter paper	2	pack	3,520.00	CPD	
36	Microtubes	3	pack	1,320.00	CPD	
37	Microtubes	3	pack	1,749.00	CPD	
38	Interfolded Paper Towel, 195x205mm	40	pack	4,000.00	CPD	
39	PCR Plates	5	pack	16,225.00	CPD	
40	Scalpel blade	4	box	2,200.00	CPD	
41	Sealing film	2	pack	8,000.00	CPD	

42	Stirring bar	1	kit	4,039.20	CPD
43	Pipette tips	10	pack	10,000.00	CPD
44	Pipette tips	5	pack	5,000.00	CPD
45	Interfold paper towel, 203x210mm	20	pack	2,000.00	CPD
46	Deoxynucleoside Triphosphate, dNTP solution set, 100mm, 4x25umol	1	set	5,285.00	CPD
47	DNA Ladder	2	bottle	18,000.00	CPD
48	Reaction Buffer	5	pack	16,500.00	CPD
49	Sodium hypochlorite	5	bottle	2,500.00	CPD
50	Ethyl Alcohol	2	carbouy	5,324.00	CPD
51	Streptomycin Sulfate	1	bottle	5,500.00	CPD
52	Mineral Oil	1	bottle	3,410.00	CPD
53	Nucleic Acid Gel Stain	1	bottle	7,810.00	CPD
54	PTC Agar	1	bottle	2,640.00	CPD
55	Sucrose	2	bottle	4,000.00	CPD
56	Alcohol Lamp	2	piece	1,430.00	GRD
57	Petri dish, plastic with cover lid	100	pack	16,940.00	GRD
58	Denatured alcohol	1	carbouy	1,573.00	GRD
59	Potato dextrose agar	2	piece	8,000.00	GRD
60	Ferrous Sulfate	2	bottle	2,200.00	GRD
61	Sodium chloride	5	bottle	5,000.00	GRD
62	Filter paper	1	pack	9,080.27	PBBD
63	Interfolded Paper Towel	20	pack	4,300.00	PBBD
64	Microscope slides,	5	pack	1,500.00	PBBD
65	Ammonium Nitrate	2	bottle	10,000.00	PBBD
66	Taq DNA Polymerase	4	kit	17,600.00	PBBD
67	Interfolded Paper Towel,	10	pack	1,000.00	RCFSD
68	Dry Rehydratable Film	8	pack	48,000.00	RCFSD
69	Dry Rehydratable Film	8	pack	40,000.00	RCFSD
70	Dry Rehydratable Film	8	pack	40,000.00	RCFSD
71	Filter cartridge for respirator	3	pack	19,500.00	RCFSD
72	Paper Towel	20	pack	2,000.00	RCFSD
73	PCR strip tubes,	3	box	13,500.00	RCFSD
74	96-well Plates	1	box	9,000.00	RCFSD
75	Pipette tips	1	pack	1,057.00	RCFSD
76	Iodine crystal	1	bottle	34,000.00	RCFSD
77	Ethanol	6	bottle	18,000.00	RCFSD
78	Kjeltabs	2	bottle	34,000.00	RCFSD
79	Petroleum Ether	2	bottle	7,000.00	RCFSD
80	Sodium hydroxide	2	bottle	3,000.00	RCFSD
81	cDNA synthesis kit	1	kit	38,000.00	RCFSD
82	Penicillin-Streptomycin Solution	1	bottle	3,500.00	RCFSD
83	qPCR RT Master Mix kit	1	kit	51,000.00	RCFSD
84	Potato dextrose agar	1	piece	4,000.00	RCFSD
85	Acetone	3	bottle	2,550.00	REMD
	*****nothing follows*****				

SECTION VII. Technical Specifications

SECTION VII. Technical Specifications

Item	Specification	Statement of Compliance
	Supply and Delivery of Various Laboratory And Molecular Biology Chemical Supplies	
1	1 piece Sterile filter system, Sterile vent filter for 3 and 6 L/hr systems of Barnstead, Smart2 Pure water purification system, #22.0091	
2	12 pieces Beaker, 250 ml, polypropylene, autoclavable; with 50-mL graduation, branded	
3	10 pieces Carbouy Container 30 li capacity carbuoy, blue	
4	20 pieces Erlenmeyer flask 250 ml, borosilicate glass, narrow mouth with a heavy-duty rim	
5	10 packs Filter Paper #42,125 mm (100's/pack)	
6	20 packs Paper towel Interfolded Paper Towel, 195x205mm, highly absorbent, made up of 100% virgin pulp, dermatologist-tested, 1 ply x 175 pulls, 34gsm	
7	2 pieces Stirring bar retriever, Polyethylene rod, 43.2 cm, with Alnico magnet sealed in one end and loop on	

	opposite end	
8	3 packs Interfold paper towel, 203 x 210mm, highly absorbent, made up of 100% virgin pulp, dermatologist-tested, 1 ply x 175 pulls, 34gsm	
9	60 packs Interfolded Paper Towel, 195x205mm, highly absorbent, made up of 100% virgin pulp, dermatologist-tested, 1 ply x 175 pulls, 34gsm	
10	1 bottle Copper standard solution for AAS, 1000 ppm, 500 ml	
11	5 bottles Ethanol, Analytical Grade, 4L	
12	5 bottles Ferrous Sulfate, 7H ₂ O, heptahydrate, analytical grade 500g	
13	1 piece Iron standard solution for AAS 1000 ppm, 500 ml	
14	1 bottle Triethanolamine, analytical grade, 4 li	
15	1 bottle Buffer Solution, pH 4, 1L,	
16	1 bottle Buffer Solution, pH 7, 1L	
17	3 bottles Diethylenetriaminepenta acetic acid, analytical grade, 250 g	
18	1 bottle Certified Reference Material (CRM) for soil with complete certificate of analysis for the following parameters and methods including storage instructions, safety information, instructions for use and other pertinent information of the sample: Total N (Kjeldahl method), Phosphorus, Silicon (UV or visible light spectrometry), Potassium (Flame photometric method), Iron, Copper, Manganese and Zinc (Atomic absorption spectrometry), 175 g	
19	40 boxes Paper Fiber Optic Cleaning Wipes 280 pulls/box, 4.4 x 8.4 inches, soft, non-abrasive, high-quality low tint wipes	
20	1 pack Pipette tips with PP rack, 1000 ul filter tips, 10 racks/case, graduated, sterile, certified DNase- and RNase-free	
21	2 packs Pipette tips with PP rack, 10 ul, short filter tips, 10 racks/case, graduated, sterile; Certified DNase- and RNase-free	
22	1 pack Pipette tips with PP rack, 200 ul, short filter tips, 10 racks/case, standard tip, graduated, sterile; Certified DNase- and RNase-free	
23	20 packs Pipette tips, refill 10 ul capacity, clear (1000s/pack),	

	short, graduated autoclavable, certified DNase-free and RNase-free	
24	20 packs Pipette tips, refill 200 ul capacity clear (1000s/pack), graduated, autoclavable, certified DNase-free and RNase-free	
25	2 bottles Agarose, low EEO, molecular biotechnology grade, 500 g/bottle	
26	1 carbouy Ethyl Alcohol 95%, technical reagent grade	
27	2 bottles Ethanol, Analytical Grade, 4L	
28	2 packs PCR Buffer, 5X molecular biotechnology reagent grade, 4x5ml	
29	2 bottles 2-Propanol, 4L, Analytical grade	
30	1 bottle Tris Base, 4kg (8 x 500g or 4 x 1kg) molecular grade	
31	1 kit DNA Extraction Kit, 50 preps; for plant tissue; Rapid extraction of ready-to-use DNA	
32	1 kit qPCR RT Master Mix kit, 2-Step, 1000 x 20ul reactions (or equivalent); includes all components for qPCR except sample DNA, primers and water; with dye compatible for use with qTower3	
33	1 kit RNA extraction kit for plant sample, RNA isolation system, 200 reactions	
34	10 kits Taq DNA Polymerase, 500U, 1U/ul	
35	2 packs Filter paper, #42,125 mm (100's/pack	
36	3 packs Microtubes, 1.5ml, autoclavable, 500pcs/pack; non-sterile, polypropylene; RNase and DNase free; endotoxin free; for laboratory use; with lid closure snap caps form a tight, leak-free seal, conical bottom	
37	3 packs Microtubes, 2.0ml, autoclavable, 500pcs./pack, non-sterile, self-standing, polypropylene; RNase and DNase free; endotoxin free; for laboratory use; with lid closure or snap caps form a tight, leak-free seal, round bottom	
38	40 packs Interfolded Paper Towel, 195x205mm highly absorbent, made up of 100% virgin pulp, dermatologist-tested, 1 ply x 175 pulls, 34gsm	
39	5 packs PCR Plates, Non-skirted, 96-well for use in PCR. hold up to 0.2 mL of well volume ; compatible with most thermal cycles, 50 pieces/pack	

40	4 boxes Scalpel blade, #10, Universal, blade only, 100 blades per pack	
41	2 packs Sealing film, 100 films/pack sealing film for 96 wells PCR plate, 100pc/box; can withstand 121 degree Celsius; clear	
42	1 kit Magnetic stirring bar, various sizes, kit 1 pc 10mm x 4mm 1 pc 15mm x 6mm 1 pc 20mm x 6mm 1 pc 25mm x 7mm 1 pc 30mm x 7mm	
43	10 packs Pipette tips, 0.1-10ul, clear, (1000pc/pack), graduated, autoclavable, certified DNase-free and RNase-free polypropylene	
44	5 packs Pipette tips, 20-200ul (1000pc/pack) graduated, autoclavable, certified DNase-free and RNase-free polypropylene	
45	20 packs Interfold paper towel, 203 x 210mm, highly absorbent, made up of 100% virgin pulp, dermatologist-tested, 1 ply x 175 pulls, 34gsm	
46	1 set Deoxynucleoside Triphosphate, dNTP solution set, 100mm,4x25umol, molecular biotechnology reagent grade	
47	2 bottles DNA Ladder, 100bp, 100ng/ul 1x1ml	
48	5 packs PCR buffer, 5x Green, 4x5ml/pack	
49	5 bottles Sodium hypochlorite, 1 gallon, liquid bleach	
50	2 carbouy Ethyl Alcohol 95%, technical reagent grade	
51	1 bottle Streptomycin, Sulfate 50g laboratory grade	
52	1 bottle Mineral Oil, for molecular biology; 500ml	
53	1 bottle Nucleic Acid Staining Sol, molecular biotechnology reagent grade, 1 mL	
54	1 bottle Plant Tissue Culture (PTC) Agar, 500g/bottle, laboratory grade	
55	2 bottles Sucrose, 500g analytical grade	
56	2 pieces Alcohol Lamp, 150ml capacity	
57	100 packs Petri dish, sterile, plastic with cover lid, size 100x15mm 10 pcs/pack	
58	1 carbouy Denatured alcohol, Technical Grade, 20 liters	
59	2 piece Potato dextrose agar microbiology grade, 500 g/bottle	

60	2 bottles Ferrous Sulfate, heptahydrate, analytical grade, 500g	
61	5 bottles Sodium chloride, 500g, analytical grade	
62	1 pack Filter paper, Ordinary, 24 x 24 inches, 500pcs/ream	
63	20 packs Interfolded Paper Towel, 195x205mm, highly absorbent, made up of 100% virgin pulp, dermatologist- tested, 1 ply x 175 pulls, 34gsm	
64	5 packs Microscope slides, Plain, glass slide, 100pcs/pack, 1 inch x 3 inch, thickness: 1 mm - 1.2mm, unground edge	
65	2 bottles Ammonium Nitrate, 98%, 500 grams per bottle, analytical grade	
66	4 kit Taq DNA Polymerase, 500u Kit, 5u/U supplied with 1x50mM MgCl ₂ ; 1x 10X Buffer without MgCl ₂ . Generates 3'dA overhang amplification products which are suitable for TA cloning	
67	10 packs Interfolded Paper Towel, 195x205mm highly absorbent, made up of 100% virgin pulp, dermatologist- tested, 1 ply x 175 pulls, 34gsm	
68	8 packs Dry Rehydratable Film, aerobic plate count, 50 pcs/pack	
69	8 packs Dry Rehydratable Film, E. coli, coliform count 50 pcs/pack	
70	8 packs Dry Rehydratable Film, yeast and molds count, 50pcs/Pack	
71	3 packs Filter cartridge for respirator mask for acid and organic solvent, pink color, 2pcs/pack	
72	20 packs Interfolded Paper Towel, 200x200mm highly absorbent, made up of 100% virgin pulp, dermatologist- tested, 1 ply x 175 pulls, 34gsm	
73	3 boxes PCR strip tubes, 8-strip qPCR tubes with separate 8- strip optically-clear cap (standard profile), 125 strips/box Ultra-thin wall, manufactured with virgin, medical grade polypropylene ,no background signal during qPCR With optically-clear caps for (real time) qPCR Convenient cap and tube combination pack	
74	1 box Plates, 96-well Plates, flat bottom, sterilized, suitable for cell culture individually packed, external dimension (85.40x127.60x14.40 mm), cell dimension (6.50x10.80 mm), culture area (0.33 cm ²), working volume (0.20 mL), packaging (50 pcs/Case), sterile	
75	1 pack Pipette tips, long tip,(1-10 uL), graduated,	

	autoclavable, certified DNase-free and RNase-free, low binding	
76	1 bottle Iodine crystal, Analytical grade, 500g/bottle	
77	6 bottles Ethanol, Analytical Grade, 4L,	
78	2 bottles Kjeltabs, contains 3.5 g potassium sulfate and 0.4 g copper sulfate pentahydrate, analytical reagent grade, 1000 pieces/bottle	
79	2 bottles Petroleum Ether, analytical grade, 4L/Bottle	
80	2 bottles Sodium hydroxide, Pellet analytical grade, 500g/bottle	
81	1 kit cDNA synthesis kit, with 250 x 20 uL reactions per kit or equivalent number of reactions (Reverse transcription qPCR RT Master Mix Kit must be supplied with genomic DNA remover, 4x DN Master Mix, nuclease free water, 5x RT Master Mix II and 5x RT Master Mix no RT control)	
82	1 bottle Penicillin-Streptomycin Solution, stabilized, with 10,000 units penicillin and 10 mg streptomycin/mL, sterile-filtered, BioReagent, suitable for cell culture, expiration date should be one year or longer upon delivery	
83	1 kit qPCR RT Master Mix kit (2x) 2x Ready-to-use cocktail containing all components for the amplification and detection of DNA in qPCR -Must be supplied with ROX Reference Dye Low and High (50x) -500 x 20uL reactions; 10 mL total volume or more -for real time quantitative gene expression analysis, low copy gene detection, and quantification of next-generation sequencing -can improve amplification of GCand AT-rich targets/templates -can activate enzyme components in 20 sec initial denaturation at 95 oC -DNase and RNase free - Compatible with most qPCR instruments with or without the use of ROX dye - Reagents should be frozen liquid when transported for delivery Expiration should be 1 year upon delivery	
84	1 piece Potato dextrose agar microbiology grade, 500 g/bottle	
85	3 bottles Acetone, Analytical Grade, 2.5 L/bottle	
	*****nothing follows*****	

***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

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]

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]

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[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]

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]

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]