



### REPUBLIC OF THE PHILIPPINES DEPARTMENT OF AGRICULTURE PHILIPPINE COCONUT AUTHORITY ALBAY RESEARCH CENTER

Banao, Guinobatan, Albay 4503 Mobile No. 0917-558-1447 email: arc@pea.gov.ph



### BIDS AND AWARDS COMMITTEE

### **Quality Analysis of Various Coconut Materials**

PUBLIC BIDDING NO. 2025-01

### **Table of Contents**

Section	I. Invitation to Bid	3
Section	II. Instructions to Bidders	7
1.	Scope of Bid	8
2.	Funding Information	8
3.	Bidding Requirements	8
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	8
4. 5.	Eligible Bidders	9
6.	Origin of Goods	9
7.	Subcontracts	9
8.	Pre-Bid Conference	9
9.	Clarification and Amendment of Bidding Documents	9
10.	Documents comprising the Bid: Eligibility and Technical Components	9
11.	Documents comprising the Bid: Financial Component	10
12.	Bid Prices	10
13.	Bid and Payment Currencies	11
14.	Bid Security	11
15.	Sealing and Marking of Bids	11
16.	Deadline for Submission of Bids	11
17.	Opening and Preliminary Examination of Bids	11
18.	Domestic Preference	12
19.	Detailed Evaluation and Comparison of Bids	12
20.	Post-Qualification	12
21.	Signing of the Contract	12
Section	III. Bid Data Sheet	13
Section	n IV. General Conditions of Contract	15
1.	Scope of Contract	16
2.	Advance Payment and Terms of Payment	16
3.	Performance Security	16
4.	Inspection and Tests	16
5.	Warranty	16
6.	Liability of the Service Laboratory	17
Section	n V. Special Conditions of Contract	18
Sectio	n VI. Schedule of Requirements	21
Sectio	n VII. Technical Specifications	22
Sectio	n VIII. Checklist of Technical and Financial Documents	26



### Section I. Invitation to Bid

### Notes on the Invitation to Bid

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

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

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

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

profe



### REPUBLIC OF THE PHILIPPINES

### DEPARTMENT OF AGRICULTURE PHILIPPINE COCONUT AUTHORITY ALBAY RESEARCH CENTER

Banao, Guinobatan, Albay 4503 Mobile No. 0917-558-1447 email: arc@pea.gov.ph



### INVITATION TO BID FOR THE

### QUALITY ANALYSIS OF VARIOUS COCONUT MATERIALS, PRODUCTS AND BY-PRODUCTS

 The Philippine Coconut Authority – Albay Research Center (PCA-ARC), through the 2023 DOST-PCAARRD-funded Project: Bioactive Characterization of Virgin Coconut Oil (VCO) and its By-products from Coconut Hybrids and Parentals intends to apply the sum of Php 2,287,360.00 being the ABC to payments under the contract for Quality Analysis of Various Coconut Materials, Products and By-products under PUBLIC BIDDING NO. 2025-01. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Item (Description)	Quantity	Completion of works in calendar days	Approved Budget for the Contract (ABC), PhP
1	A. Physico-chemical, proximate and mineral analysis  - Eight (8) samples Mature husk  - Eight (8) samples Mature coco water  - Eight (8) samples Meat residue  - Eight (8) samples Fermented protein curd  - Eight (8) samples Coconut skim milk  - Eight (8) samples VCO from Centrifuge Method  - Eight (8) samples VCO from Natural Fermentation Method	1 lot	Within 180 days upon receipt of Notice to Proceed (NTP)	1,600,000.00
2	B. Amino Acid Profile  - Eight (8) samples Fermented protein curd  - Eight (8) samples Coconut skim milk  - Eight (8) samples Meat residue	1 lot		400,000.00
3	C. Fatty Acid Profile - Eight (8) samples VCO from Centrifuge Method - Eight (8) samples VCO from Natural Fermentation Method	1 lot		150,000.00
4	D. Sugar Profile - Eight (8) samples Mature coco water - Eight (8) samples Coconut skim milk	1 lot		137,360.00
			TOTAL	2,287,360.00

My for a

- 2. The PCA-Albay Research Center now invites bids for the above Procurement Project. Please see the Table above for the required completion of works for the delivery of goods in calendar days per Lot. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "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.
- Prospective Bidders may obtain further information from PCA-Albay Research Center and inspect the Bidding Documents at Banao, Guinobatan, Albay, 4503, during office hours from 8:00 A.M. to 5:00 P.M., starting 04 February to 24 February 2025, 10:00A.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 04 February to 24 February 2025 2025 10:00 A.M. from the BAC Secretariat at PCA-ARC, Banao, Guinobatan, Albay, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The cost of bidding documents shall correspond to the ABC range as indicated in the table below:

Sum of approved budget for lots procured	Bidding document fee
500,000.00 and below	Php 500.00
More than 500,000 up to 1 Million	Php 1,000.00
More than >1 Million	Php 5,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or sent via email for validation by the office.

The Bidding Documents can also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bid.

 The PCA-Albay Research Center will hold a face-to-face Pre-Bid Conference on 12 February 2025, Friday, 10:00 A.M. at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay, which shall be open to prospective bidders.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

por for

- Bids must be duly received by the BAC Secretariat through manual submission or mailed at the office address indicated below, on or before 24 February 2025, 10:00 A.M. Late bids shall not be accepted.
- 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 24 February 2025, 10:15 A.M. at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay 4503. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The PCA-Albay Research Center 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.
- 11. For further information, please refer to:

MARIA BUENA A. UBALDO BAC SECRETARIAT PCA-Albay Research Center Banao, Guinobatan, Albay CP no. 0917 558 1447

Email: arc@pca.gov.ph

12. You may visit <a href="https://www.philgeps.gov.ph">https://www.philgeps.gov.ph</a> for downloading of Bidding Documents

Date of Issue: 04 February 2025

MARIA CZET A. FULLEROS Senior Science Research Specialist PCA-ARC BAC Chairperson

pro for

### Section II. Instructions to Bidders

### Notes on the Instructions to Bidders

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

pro for

### 1. Scope of Bid

The Procuring Entity, PCA-Albay Research Center, wishes to receive Bids for the procurement project: Quality Analysis of Various Coconut Materials, Products and Byproducts, with identification number PUBLIC BIDDING NO. 2025-01 and with the following lots.

Lot 1: Physico-chemical, proximate and mineral analysis of 56 coconut samples

Lot 2: Amino acid profiling of 24 coconut samples

Lot 3: Fatty acid profiling of 16 coconut samples

Lot 4: Sugar profiling of 16 coconut samples

The Procurement Project (referred to herein as "Project") is composed of **four (4) lots**, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

 The GOP through the source of funding as indicated below for CY 2024 in the amount of Two Million Two Hundred Eighty Seven Thousand Three Hundred Sixty Pesos Only (PhP 2,287,360.00)

### 2.2. The source of funding is:

Department of Science and Technology - Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development -Grants-in-aid (DOST-PCAARRD-GIA) -funded Project of the FPDD, PCA - Albay Research Center: (1) Bioactive Characterization of Virgin Coconut Oil (VCO) and its By-products from Coconut Hybrids and Parentals

### 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.

My for

### 5. Eligible Bidders

- Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- Foreign ownership is not allowed to participate in this project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 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

The Procuring Entity has prescribed that Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on 11 February 2025, 10:00 A.M. at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay as indicated in paragraph 6 of the IB.

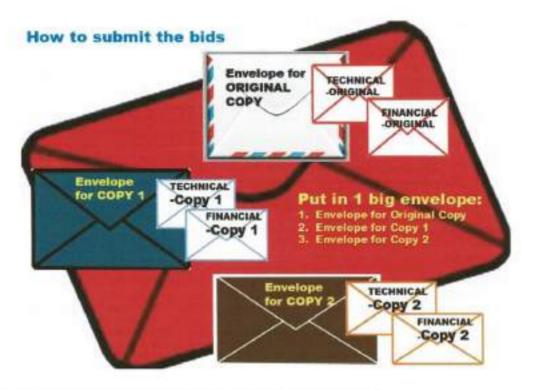
### 9. Clarification and Amendment of Bidding Documents

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 five (5) 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.

mita



### 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:
    - The price of the services quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - The cost of all customs duties and sales and other taxes already paid or payable;
    - The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - The price of other (incidental) services, if any, listed in the BDS.
  - b. For Goods offered from abroad:

m for

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration2 or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 14.2. The Bid and bid security shall be valid until 24 June 2025. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either through manual submission at its physical address or mailed at the office address indicated in this document 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.

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

### 18. Domestic Preference

 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

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

### 21. Signing of the Contract

 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.

An for

12

### Section III. Bid Data Sheet

### Notes on the Bid Data Sheet

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

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

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

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

produ

### **Bid Data Sheet**

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:  a. any contract similar to Quality Analysis of Various Coconut Materials, Products and By- products and must be at least equivalent to fifty percent (50%) of the ABC.  b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.
12	The bid price shall be quoted Delivered Duty Paid to PCA-Albay Research Center, Banao, Guinobatan, Albay, Philippines for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than 2% of ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than 5% of ABC if bid security is in Surety Bond.
15	Each Bidder shall submit one original copy of the first and second components of its Bid.  The Procuring Entity requests for two (2) duplicate copies of the Bid.
20.0	Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copies of the original.  The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shail serve as ground for post-disqualification as specified in GPPB Circular No. 01- 2008 dated 7 March 2008.
20.2	The Service Laboratory or the winning bidder is required to provide all the required licenses permits and certificates specified in Section VII. Technical Specifications
21.2	No Additional Requirement



### Section IV. General Conditions of Contract

### Notes on the General Conditions of Contract

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

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

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



### 1. Scope of Contract

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

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

### 3. Performance Security

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

### 4. Inspection and Tests

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

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

### 5. Warranty

5.1 In order to assure that any errors shall be corrected by the Service Laboratory, a warranty shall be required from the Service Laboratory as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Service Laboratory in writing of any claims arising under this warranty. Upon receipt of such notice, the Service Laboratory shall, rectify, correct and/or replace the test results thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Service Laboratory

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

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

propri

### Section V. Special Conditions of Contract

### Notes on the Special Conditions of Contract

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

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

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

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

porto

**Special Conditions of Contract** 

GCC Clause	
1	Delivery and Documents –
	The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are DDP delivered to PCA-Albay Research Center Banao, Guinobatan, Albay.
	Delivery of the Results of Analysis shall be made by the Service Laboratory in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:
	MA. TERESA I. NAMIA Acting Department Manager II PCA-Albay Research Center
	CP No. 0917 558 1447
2	Advance payment is not allowed.
2.2	Progress Payment - The Service Laboratory or the winning bidder or the supplier may submit a request for payment for work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative. Processing of payments shall be made only for the actual services rendered, upon receipt of Results of Analysis (ROA) and corresponding service/ billing invoice. Below is the allowed schedule of payment/progress billing.
	Payment/ Progress Billing
	Ist schedule  A. Physico-chemical, proximate and mineral analysis  - Two (2) samples Mature husk  - Two (2) samples Meat residue  - Two (2) samples Fermented protein curd  - Two (2) samples Coconut skim milk  - Two (2) samples VCO from Centrifuge Method  - Two (2) samples VCO from Natural Fermentation Method  B. Amino Acid Profile  - Two (2) samples Fermented protein curd  - Two (2) samples Coconut skim milk  - Two (2) samples Meat residue  C. Fatty Acid Profile  - Two (2) samples VCO from Centrifuge Method  - Two (2) samples VCO from Natural Fermentation Method  D. Sugar Profile  - Two (2) samples Mature coco water  - Two (2) samples Mature coco water  - Two (2) samples Coconut skim milk
	2nd schedule (approx. 1 month after 1st schedule)  A. Physico-chemical, proximate and mineral analysis  - Two (2) samples Mature husk  - Two (2) samples Mature coco water  - Two (2) samples Meat residue  - Two (2) samples Fermented protein curd  - Two (2) samples Coconut skim milk  - Two (2) samples VCO from Centrifuge Method  - Two (2) samples VCO from Natural Fermentation Method  B. Amino Acid Profile

portu

- Two (2) samples Fermented protein curd
- Two (2) samples Coconut skim milk
- Two (2) samples Meat residue

### C. Fatty Acid Profile

- Two (2) samples VCO from Centrifuge Method
- Two (2) samples VCO from Natural Fermentation Method

### D. Sugar Profile

- Two (2) samples Mature coco water
- Two (2) samples Coconut skim milk

### 3rd schedule (approx. 1 month after 2nd schedule)

- A. Physico-chemical, proximate and mineral analysis
  - Two (2) samples Mature husk
  - Two (2) samples Mature coco water
  - Two (2) samples Meat residue
  - Two (2) samples Fermented protein curd
  - Two (2) samples Coconut skim milk
  - Two (2) samples VCO from Centrifuge Method
  - Two (2) samples VCO from Natural Fermentation Method

### B. Amino Acid Profile

- Two (2) samples Fermented protein curd
- Two (2) samples Coconut skim milk
- Two (2) samples Meat residue

### C. Fatty Acid Profile

- Two (2) samples VCO from Centrifuge Method
- Two (2) samples VCO from Natural Fermentation Method

### D. Sugar Profile

- Two (2) samples Mature coco water
- Two (2) samples Coconut skim milk

### 4th schedule (approx. 1 month after 3rd schedule)

- A. Physico-chemical, proximate and mineral analysis
  - Two (2) samples Mature husk
  - Two (2) samples Mature coco water
  - Two (2) samples Meat residue
  - Two (2) samples Fermented protein curd
  - Two (2) samples Coconut skim milk
  - Two (2) samples VCO from Centrifuge Method
  - Two (2) samples VCO from Natural Fermentation Method

### B. Amino Acid Profile

- Two (2) samples Fermented protein curd
- Two (2) samples Coconut skim milk
- Two (2) samples Meat residue

### C. Fatty Acid Profile

- Two (2) samples VCO from Centrifuge Method
- Two (2) samples VCO from Natural Fermentation Method

### D. Sugar Profile

- Two (2) samples Mature coco water
- Two (2) samples Coconut skim milk

### 4 The inspections and tests that will be conducted are:

- The test results shall be reviewed by the end-user of the Procuring Entity in accordance Section VII. Technical Specifications.
- b. The Procuring Entity may reject any test results or request for revision that fail to comply with the specifications. The service laboratory shall rectify and/or replace the test results to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or analysis, at no cost to the Procuring Entity
- c. The Service Laboratory agrees that neither the execution of a test and/or inspection of the ROA or any part thereof, shall release the Service Laboratory from any warranties or other obligations under this Contract.

pop

### Section VI. Schedule of Requirements

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

Lot No.	Item (Description)	Quantity	Delivered, Weeks/ Months
ī	A. Physico-chemical, proximate and mineral analysis  - Eight (8) samples Mature husk - Eight (8) samples Mature coco water - Eight (8) samples Meat residue - Eight (8) samples Fermented protein curd - Eight (8) samples Coconut skim milk - Eight (8) samples VCO from Centrifuge Method - Eight (8) samples VCO from Natural Fermentation Method	Hot	The Results of Analysis (ROA) sha be submitted to PCA ARC within thirty (30) calendar days upon receipt of samples.
2	B. Amino Acid Profile  - Eight (8) samples Fermented protein curd  - Eight (8) samples Coconut skim milk  - Eight (8) samples Meat residue	llot	
3	C. Fatty Acid Profile  - Eight (8) samples VCO from Centrifuge Method  - Eight (8) samples VCO from Natural Fermentation Method	Hot	
4	D. Sugar Profile - Eight (8) samples Mature coco water - Eight (8) samples Coconut skim milk	Hot	

Area of delivery:

PCA-ARC Food Product Development Division - Food Laboratory PCA-Albay Research Center

### OTHER REQUIREMENTS AND/OR ATTACHMENTS TO BID DOCUMENTS FOR THE VARIOUS LABORATORY CHEMICALS:

 The service laboratory must be accredited by Philippine Accreditation Bureau (PAB) for ISO/IEC 17025:2017 Accreditation, and at least two of the following: HFSRB-DOH, FDA, BPS-DTI, BAI-DA, PALAS, BOC-PRC, and CPDC-PRC, within the last six months. Certificate of Recognition and/or Accreditation of the Laboratory shall be submitted as proof.

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder

Signature over Printed Name
Authorized Representative

### Section VII. Technical Specifications

### Notes for Preparing the Technical Specifications

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

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

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

### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

propor

### **Technical Specifications**

PUBLIC BIDDING 2025-01: Quality analysis of various coconut materials, products and byproducts

Name of Bidder:	

Lot no.	PCA-ARC Required Technical Specification	Statement of Compliance*	Bidder's Specification (Brand)
1	A. Physico-chemical, proximate and mineral analysis  - Eight (8) samples Mature husk - Eight (8) samples Meat residue - Eight (8) samples Fermented protein curd - Eight (8) samples Coconut skim milk - Eight (8) samples VCO from Centrifuge Method - Eight (8) samples VCO from Natural Fermentation Method  Physico-chemical Parameters: Free fatty acid (as lauric acid) Peroxide value  Proximate Composition: Ash, g/100g		
	Minerals, mg/100g: Potassium (K) Sodium (Na) Magnesium Calcium (Ca) Iron (Fe) Zinc (Zn) Manganese (Mn)		
2	B. Amino Acid Profile, g/100g  - Eight (8) samples Fermented protein curd - Eight (8) samples Coconut skim milk - Eight (8) samples Meat residue  Amino Acid Composition (Name, molecular weight, and molecular formula):  - Alanine (Ala/A), 89.10, C3H7NO2 - Arginine (Arg/R), 174.20, C6H14N4O2		

		Ul
	- Aspartic acid (Asp/D), 133.11, C4H7NO4 - Cysteine (Cys/C), 121.16, C3H7NO2S - Glutamic acid (Glu/E), 147.13, C5H9NO4 - Glutamine (Gln/Q), 146.15, C5H10N2O3 - Glycine (Gly/G), 75.07, C2H5NO2 - Histidine (His/H), 155.16, C6H9N3O2 - Hydroxyproline (Hyp/O), 131.13, C5H9NO3 - Isoleucine (Ile/I), 131.18, C6H13NO2 - Leucine (Leu/L), 131.18, C6H13NO2 - Lysine (Lys/K), 146.19, C6H14N2O2 - Methionine (Met/M), 149.21, C5H11NO2S - Phenylalanine (Phe/F), 165.19, C9H11NO2 - Proline (Pro/P), 115.13, C5H9NO2 - Pyroglutamatic (Glp/U), 139.11, C5H7NO3 - Serine (Ser/S), 105.09, C3H7NO3 - Threonine (Thr/T), 119.12, C4H9NO3 - Tryptophan (Trp/W), 204.23, C11H12N2O2 - Tyrosine (Tyr/Y), 181.19, C9H11NO3 - Valine (Val/V), 117.15, C5H11NO2	
-	C. Fatty Acid Profile (C4 to C22), g/100g	
	- Eight (8) samples VCO from Centrifuge	
1	Method	
	- Eight (8) samples VCO from Natural Fermentation Method	
1	Fatty Acid Composition (No., chain length,	1 1
	common name):	
1	- C4:0 Butyric Acid;	
1	- C6:0 Caproic Acid; - C8:0 Caprylic Acid;	
	- C10:0 Capric Acid;	
	- C12:0 Lauric Acid;	
1	- C13:0 Tridecanoic Acid;	
	- C14:0 Myristic Acid;	
ol.	- C14:1 Myristoleic Acid;	
	- C15:0 Pentadecanoic Acid;	
	- C15:1 Pentadecenoic Acid;	
	<ul> <li>C16:0 Palmitic Acid;</li> <li>C16:1T9 Trans-9-Hexadecenoic Acid;</li> </ul>	
3	- C16:1 Palmitoleic Acid; C17:0 Margaric Acid;	1 1
3	- C17:1 Heptadecenoic Acid;	
	- C18:0 Stearic Acid;	
	- C18:1T6 Trans-6-Octadecenoic acid; C18:1T9	
	Trans-9-Octadecenoic acid;	
1	- C18:1T11 Trans-11-Octadecenoic acid;	
	- C18:1 cis9 Cis-9-Oleic Acid; C18:1 cis11 Cis- 11-Oleic Acid;	
	- C18:1 cis12 Cis-12-Oleic Acid;	
	- C18:2T Trans-Linoleic Acid;	
	- C18:2c Linoleic Acid;	
	- C20:0 Arachidic Acid;	
	- C18:3(GLA) Gamma-Linoleic Acid;	
	- C20:1T Trans-11 Eicosanoic Acid;	
	<ul> <li>C18:3(ALA) Alpha-Linoleic Acid;</li> <li>C20:1 Gadoleic Acid;</li> </ul>	
	- C21:0 Heneicosanoic Acid;	
	- C18:4(n-3) Octatetraenoic Acid;	
	<ul> <li>C20:2 Eicosadienoic Acid;</li> </ul>	
	- C22:0 Behenic Acid;	
	- C20:3 Homogamma-Linolenic Acid;	

pupu

- C22:4 (n-6) Docosatetraenoic Acid; - C22:5 (n-6) Cis-7,10,13,16,19- Docosapentaenoic Acid;	- C24:1 Nervonic Acid;
Docosapentaenoic Acid;	- C22:4 (n-6) Docosatetraenoic Acid; - C22:5 (n-6) Cis-7,10,13,16,19-

- Samples must be analyzed within seven (7) days of receipt by the service laboratory.
- Samples should be stored properly in accordance with the Procuring Entity's instructions, both prior to and during analysis.
- The samples must be analyzed in accordance with all relevant standards, regulations, and guidelines, including AOAC, BAM, and any validated procedures. Proof of the validation of these procedures must be submitted as part of their bid documents.
- Analysis per sample must be replicated 3x (thrice)
- Raw data per replicate per sample per parameter reflected in signed original Results of Analysis (ROA)
- Must provide 2 hard copies of original ROA

\*[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or service laboratory liable for prosecution subject to the applicable laws and issuances.]

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder	Signature over Printed Name	Date
	Authorized Representative	

porton

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

### Notes on the Checklist of Technical and Financial Documents

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

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

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

putu

### Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents Legal Documents (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); 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; (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; Original copy of Notarized Bid Securing Declaration; and (i) Conformity with the Schedule of Requirement, Technical Specifications and which may include production/delivery schedule, manpower requirements, and/or after- sales/parts, if applicable; and 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 Service Laboratory's audited financial statements, showing, among others, the Service Laboratory'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 (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents

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

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)

27 Amfin

(n) [For foreign bidders claiming by reason of their country's extension of reciproce rights to Filipinos] Certification from the relevant government office of the country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.	ir
<ul> <li>(o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder of Domestic Entity.</li> </ul>	r
FINANCIAL COMPONENT ENVELOPE	
(a) Original of duly signed and accomplished Financial Bid Form; and	
<ul><li>(b) Original of duly signed and accomplished Price Schedule(s).</li></ul>	

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of

the bid.

per for

### Section IX Bidding Forms

Statement of the Ongoing Contracts
Statement Single Largest Completed Contract
Bid Securing Declaration Form
Omnibus Sworn Statement
Financial Bid Form
Price Schedule

por to

## OFFICE OF THE BIDS AND AWARDS COMMITTEE

# STATEMENT OF ALL ITS ON-GOING GOVERNMENT & PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY.

Note: This statement shall be supported with the following:	Name and Signature of Authorized Representative
	Date

The

## OFFICE OF THE BIDS AND AWARDS COMMITTEE

# STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

Date of Contract Contracting Party

Note: This statement shall be supported with Notice of Award and/or Notice to Proceed

3116	net o	1
		١

Name and Signature of Authorized Representative

MM

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

		final be submitted with the bia if blader opis to provide this form of bia security;
	PUBLIC	C OF THE PHILIPPINES) ) S.S.
		<i>J</i> 3.3.
		BID SECURING DECLARATION Project Identification No.: PB 2025-01
Ta		a. Teresa I. Namia
To	2000	ting Department Manager II
		ilippine Coconut Authority - Albay Research Center
	Ba	nao, Guinobatan, Albay, 4503
Th	ru: Ma	aria Czet A. Fulleros
		airperson, Bids and Awards Committee
		ilippine Coconut Authority – Albay Research Center
	ра	nao, Guinobatan, Albay, 4503
I/V	We, the u	indersigned, declare that:
E		nderstand that, according to your conditions, bids must be supported by a Bid Security, which may be form of a Bid Securing Declaration.
2.	any pro pay the within resultin	ccept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with ocuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts age to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except not the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3.	I/We u	inderstand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
	b. Ia fai c. Ia	son expiration of the bid validity period, or any extension thereof pursuant to your request; m/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we fled to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and m/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the rformance security and signed the Contract.
	WITNI ecution]	ESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] [year] at [place of
		[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
		[Insert signatory's legal capacity] Affiant
122		[Jurat]
[]		hall be based on the latest Rules on Notarial Practice]  UBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution],
of	hilippine fidentity	s. Affiant/s is/are personally known to me and was/were identified by me through competent evidence as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me sert type of government identification card used], with his/her photograph and signature appearing
	ereon, w	위 하면 성계를 하는 프로젝트 레이트 성수(ME) 전 등 등 회에 대통령 전 등 등 위에 되었다. 이 사용이 등 전환 등 있는 경기 등 전혀 있는 것이 되었다. 그는 지원 등 기계를 받는 것이 되었다.

32

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

	F NOTAR of Commis	Y PUBLIC ssion
Notary Pul		until
Roll of Att	torneys No	
PTR No.	, [date is	sued], [place issued]
IBP No	, [date is:	sued], [place issued]

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

por for

### 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;
- 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;
- [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, Procurement Agent if engaged, 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;

por to

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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
- [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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 r	ny	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]

por for

### 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]

A STATE OF THE PARTY OF THE PAR	A COT	A ACCURAGE BY BY BY BY BY BY BY BY
CUINTER		AGREEMENT

TF	IIS	AGR	EEMEN	T	made	the	day	of _		20		between	[nar	me	of
PROCUR	IN	3 ENT	TTY] of	the	Phili	ppines	s (hereinaf	ter calle	d "the	Entity")	of the	one part	and	[na	me
of Supplie	r] (	of [city	and cou	intr	y of S	upplie	er] (hereina	fter call	ed "the	e Supplie	r") 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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 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;
    - General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - 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.
- 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.

por for

 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]

profe

### Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

	BID FORM	
	Date :	
ulleros	Project Identification No. :	-

To: Maria Czet A. F.

Chairperson, Bids and Awards Committee Philippine Coconut Authority - Albay Research Center Banao, Guinobatan, Albay, 4503

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):
- 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 of agentCurrencyCommission or gratuity	
100 to 10	
(if none, state "None") J	

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.

38 /m/m

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:	

por for

### 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

	of Bidder		Project ID No						_ Pageof		
1	2	3	4	5	6	7	8	9	10		
hem	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)		

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

profu

### 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

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

Duly authorized to sign the Bid for and behalf of:

11 /m/m