## **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF VARIOUS LABORATORY EQUIPMENT AND ACCESSORIES

# **Philippine Coconut Authority**



[Public Bidding No. 05-2025]

Sixth Edition July 2020

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## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

- BIR Bureau of Internal Revenue.
- BSP Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

DTI – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

- **PSA** Philippine Statistics Authority.
- **SEC** Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.

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

**UN** – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF AGRICULTURE PHILIPPINE COCONUT AUTHORITY

Elliptical Road, Diliman, Quezon City 1101 Philippines Tel. Nos.: (02) 8928-4501 to 09 · Direct Line: (02) 8926-7631 Website: pca.gov.ph

#### INVITATION TO BID

### SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF VARIOUS LABORATORY EQUIPMENT AND ACCESSORIES

#### PUBLIC BIDDING NO. 05-2025 FUNDING SOURCE: REFER TO TABLE BELOW

1. The Philippine Coconut Authority through its Bids and Awards Committee (BAC) invites PhilGEPS registered suppliers to bid for the Supply, Delivery, Installation, and Commissioning of Various Laboratory Equipment and Accessories with details as follows:

Lot No.	Qty	Item/ Description	Unit Cost (in Php)	Total Approved Budget for the Contract (in Php)	Funding Source	Price of Bid Documents (in Php)	Delivery Period
1	1	Atomic Absorption Spectrometer (AAS)	6,500,000.00	6,500,000.00		10,000.00	
2	1	GC-MS for Sterols Analysis	10,000,000.00	10,000,000.00		10,000.00	Defente
3	1	Bomb Calorimeter	1,000,000.00	1,000,000.00	2025 SAGF	1,000.00	Refer to Section VI
4	1	Autoclave	500,000.00	500,000.00		500.00	Section VI
5	1	Microwave Digestion System	4,500,000.00	4,500,000.00		5,000.00	
		TOTAL		22,500,000.00			

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The summary of the bidding activities is as follows: Sale and Issuance of Bid Documents
  Pre-Bid Conference
  Deadline for submission and Opening of Bids
  April 22, 2025; 3:30pm
  April 22, 2025; 3:30pm
  (This shall be in accordance
  Post Qualification
  Notice of Award
  in the IRR of RA 9184)
- 3. The **Philippine Coconut Authority (PCA)** under the Department of Agriculture now invites bids for the above Procurement Project. Delivery of the Goods is stated under Section VI of this Bidding Documents. 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).
- 4. Bidding will be conducted through open competitive bidding procedures using a non- discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- 5. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

- 6. Prospective Bidders may obtain further information from BAC Secretariat Office and avail the Bidding Documents at the address given below during working days from 8AM-4PM.
- 7. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat Office (see address below) upon requesting an order of payment and paying the applicable fee for the Bidding Documents in person.
- 8. The Pre-Bid Conference shall be held per the schedule stated above, at the 8/F Executive Lounge, R&D Building, Elliptical Road, Diliman, Quezon City, and/or through video conferencing or webcasting via Zoom (link will be provided to interested bidders upon request on the emailaddress and/or contact number below) which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through <u>manual/physical submission</u> at the office address indicated below, on or before the date and time indicated above. Late bids shallnot be accepted.
- 10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 11. Bid opening shall be conducted per schedule and venue as stated above at the given address below or webcasting via Zoom (link will be provided to interested bidders upon request on theemail address and/or contact number below). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- The Philippine Coconut Authority reserves the right to reject any and all bids, declare a failureof 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.
- 13. The Philippine Coconut Authority under the Department of Agriculture does not condone anyform 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 theoffice of the Secretary or the National Bureau of Investigation (NBI) for entrapment and properinvestigation.
- 14. For further information, please refer to:

The BAC Secretariat Office 5<sup>th</sup> Floor, PCA R&D Building Elliptical Road, Diliman, Quezon City928-4501 loc. 409 **pcacobac@pca.gov.ph** 

You may visit the following websites: For downloading of Bidding Documents:

Issued on March 28, 2025

https://www.philgeps.gov.ph/ https://pca.gov.ph/

MARK ROY Q. MA CO BAC Chairman

Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Philippine Coconut Authority wishes to receive Bids for the Supply, Delivery, Installation, and Commissioning of Various Laboratory Equipment and Accessories under Public Bidding number **PB 05-2025**.

The Procurement Project (referred to herein as "Project") is composed of 1 lot, 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 <u>BDS</u> in the amount of indicated in the <u>ITB and BDS</u>.
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

#### 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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

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

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

#### 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - a. 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;
  - b. 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;
  - c. When the Goods sought to be procured are not available from local suppliers; or
  - d. 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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 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 Subcontracting is not allowed unless otherwise specified in the **BDS**.

7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** 

Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in the **ITB.** 

#### 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 period as provided in paragraph 2 of the **BDS** and **ITB** 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

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

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 <u>one hundred twenty (120)</u> 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 (1) original and two (2) copies of the first and second components of its bid.

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

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

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address as indicated in paragraph 9 of the **ITB**.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

#### 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 11 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:

One Project having several items, which shall be awarded as separate contracts per item.

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	Supply, D Equipmer	•	Installation, and Commissioning of V	Various Laborato	
7.1	No further ins	struction	S.		
12			s shall be quoted DDP in Philippine Pe rcial Terms (INCOTERMS) for this Proje		
14.1	The bid secur following forr	•	pe in the form of a Bid Securing Declai mounts:	ration, or any of th	
	in casl		f not less than two percent (2%) of A r's/manager's check, bank draft/guara ; or		
		mount of v Bond.	not less than five percent (5%) of AB	C if bid security is	
19.3	Grouping and	l Evaluat	ion of Lots –		
	have the opti contract awa further into su In all cases, th	on of sul rd will be ub-lots fo he NFCC	d. All Goods are grouped in lots listed l bmitting a proposal on any or all lots e undertaken on a per lot basis. Lots or the purpose of bidding, evaluation, a computation, if applicable, must be s awarded to the Bidder.	and evaluation an shall not be divide and contract aware	
	Lot No.	Qty	Item/ Description	Unit Cost (in Php)	
	1	1	Atomic Absorption Spectrometer (AAS)	6,500,000.00	
	2	1	GC-MS for Sterols Analysis	10,000,000.00	
	3	1	Bomb Calorimeter	1,000,000.00	
	4	1	Autoclave	500,000.00	
	5	1	Microwave Digestion System	4,500,000.00	
	No further ins	struction	S.		
20.2					

### **Bid Data Sheet**

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	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier 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 <i>[indicate name(s)]</i> .
	Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: performance or supervision of on-site assembly and/or start-up of a. the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of a detailed operations and maintenance manual for c. 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 training of the Procuring Entity's personnel, at the Supplier's plant e. and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. [Specify additional incidental service requirements, as needed.] 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. Spare Parts -The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Select appropriate requirements and delete the rest.

<ul> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in <b>Section VI</b> (Schedule of Requirements) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].
Spare parts or components shall be supplied as promptly as possible, but in any case, within [ <i>insert appropriate time period</i> ] months of placing the order.
Packaging –
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.
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.
The outer packaging must be clearly marked on at least four (4) sides as follows:
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
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.
Transportation –

	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. 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.
	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.
	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.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows: "
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

## 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.

ltem Number	Description	Quantity	Delivered, Weeks/Months	
1	Atomic Absorption	1	90 calendar days	
	Spectrometer (AAS)		upon receipt of	
			Notice to Proceed	
2	GC-MS for Sterols Analysis	1	120 calendar days	
			upon receipt of	
			Notice to Proceed	
3	Bomb Calorimeter	1	90 calendar days	
			upon receipt of	
			Notice to Proceed	
4	Autoclave	1	60 calendar days	
			upon receipt of	
			Notice to Proceed	
5	Microwave Digestion	1	120 calendar days	
	System		upon receipt of	
			Notice to Proceed	

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 of Authorized Representative Date

Section VII. Technical Specifications

### **Technical Specifications/Terms of Reference**

LOT 1		COMPLIANCE
EQUIPMENT NO. 1: One (1) Unit A		
Atomic Absorption Spectrometer		
Fe, Se, Mg, Cu, Cd, Cr, Mn, Ni, Hg		
agriculture related samples using		
II. TECHNICAL SPECIFICATIONS		
Flame Atomic Absorption Spectrophotometer (AAS)	Analytical method: Flame Furnace	
	Optics: Double-beam method	
	Background Correction: Polarized Zeeman method or better	
	Monochromator: Czerny Turner diffraction grating or equivalent	
	Wavelength Range: At least 190 to 900 nm with automatic spectral peak setting	
	Number of grating grooves: at least 1800 lines/nm	
	Focal length: at least 400mm	
	Grating Area: at least 64 x 64mm	
	Slit Width: At least 4 steps (0.2, 0.4, 1.3, 2.6 nm)	
	Detector: Photomultiplier x 2	
	Light Source: At least 8 lamps (turret), 2 lamps simultaneously lit with 1.0 to 2.0 mA turn-on current	
	Lamp positioning: Must have automatic position setting and	
	fine adjustment function	
	External Dimensions: Not exceeding 800 (W) x 650 (D) x 567	
	(H) mm	
	Power Consumption: 0.1kW or less	
Flame section	Zeeman-effect magnet: 0.9 Tesla permanent magnet or better	
	Burner: Pre-mix fish tail type or equivalent	
	Ignition method: Pilot flame automatic ignition or better	
	Burner condition setting: Must have automatic flow rate setting of combustion gas	
	Safety monitoring functions must include the following: Optical flame monitoring, Flame sensor error detection, Fuel/auxiliary gas pressure monitoring, Drain liquid	
	monitoring and cooling water flow monitoring, and Safety fire extinguishing at power failure	
	Must include Quality Control functions for checking of	
	sample, calibration curve and recovery, and Auto-start Function	

ACCESSORIES:	1 unit Recirculating Chiller (at least 50kPa at 3 L/min)	
	1 Unit Hydride Formation System	
	1 Lot Heated Quartz Cell	
	1 lot Hollow Cathode Lamp: Ca, As, Fe, Se, Mg, Cu, Cd, Cr, Mn, Ni, Hg, Zn, Mo, Al, Co, Pb	
	1 unit Desktop PC (with MS Office) with continuous ink system printer for printing of results	
	1 bottle each of the following Calibration Standards: Ca, As, Fe, Se, Mg, Cu, Cd, Cr, Mn, Ni, Hg, Zn, Mo, Al, Co, Pb	
	1 unit 10 KVA UPS	
	1 unit Air Compressor (500 kPa)	
	1 Tank Acetylene gas	
	1 Tank Argon gas	
	Includes exhaust, gas lines, pipings, and ductings necessary for the operation of AAS	
OTHER REQUIREMENTS:	Warranty: at least 3 years warranty on parts and services	
	Training: Includes on-site training by local engineer (Supplier must have local factory trained engineer for aftermarket support, certificate of training to be attached with 5 years minimum experience with the AAS brand offered)	
	With after Sales Service: Calibration and Preventive Maintenance of the instrument during the warranty period. Also, must have a local back up laboratory that is equipped with the same brand being offered that can support BFAT	
	Delivery Period: 90 calendar days upon receipt of Notice to Proceed	
Inclusions 1. The instrument inst	stallation, commissioning and initial operation.	
	maintenance schedule should be indicated/stated.	
	issue a certificate of undertaking that spare parts shall be	
available 5-10 year	rs from the date of acceptance.	
	both for end-user's and manufacturer's/principal site) should	
be shouldered by t	the supplier	
Scope of Works		
•	shall consist of supply, delivery, installation and commissioning	
	y equipment or support laboratory equipment to make it fully are also to be done after the installation:	
	mont until fully operational	

- **1.** Test run the equipment until fully operational.
- 2. Calibration of the equipment with applicable standards.

	On-site training pertaining to the principles and operation of the equipment, and basic troubleshooting, both for local and principal/manufacturer's site by a competent specialist (for 2-3 laboratory personnel)	
4.	Provision of manuals and technical/application notes, as applicable or necessary	
V. DELIVERY P	RIOD	
90 calendar da	ys upon receipt of Notice to Proceed	
OTHER DOCUM	IENTARY REQUIREMENTS	
the win entitle contra • The wi	nt to Section 3 of EO No. 398, Series of 2005 and prior to payment of the contract, nning bidder shall ensure pay taxes in full and on time and that failure to do so will the PCA to suspend payment for any goods or services delivered by the private cting party. nning bidder shall also submit a tax clearance from BIR prior to payment within ration of the contract.	

Conformed:

Supplier's Representative

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

\_\_\_\_

**Note:** Each page of this Technical Specifications/Terms of Reference shall be initialed by the Bidder's authorized representative

LOT 2	COMPLIANCE
EQUIPMENT NO. 2: One (1) Unit GAS CHROMATOGRAPHY-MASS SPECTROMETER (GC-MS) with	
Complete Operational Accessories (Chemicals and Consumables) for Sterols Analysis	
GAS CHROMATOGRAPHY-MASS SPECTROMETER (GC-MS) is used for the analysis of Sterol Profile of Vegetable Oils.	
II. TECHNICAL SPECIFICATIONS	
Gas Chromatography (GC) System	
A. System Functions:	
1. Must have a simultaneous injection unit installation of 2 or more.	
2. Must accommodate 2 or more columns installations.	
3. Must have flow control modes such as constant pressure, constant column flow, and	
constant linear velocity.	
4. Must have a simultaneous carrier gas flow controller unit installation of 3 or more.	
5. Must have a simultaneous detector unit installation of 3 or more.	
6. Must have a simultaneous flow controller of 5 or more.	
7. Must support Split or Splitless injection unit.	
8. Must support various detector such as FID, FPD, ECD, and MS.	
9. Autosampler must be upgradeable to an Automatic Liquid Injector (Configurable to a	
dual tower), and headspace sampler as an option.	
10. Maintenance help function can be viewed from a tablet or PC with video.	
11. System error must display a QR code to check the procedure to solve the error.	
12. Maintenance must be accessible to the user such as a dedicated button on the GC front	
that will start lowering the temperature of the GC inlet and oven and stop the gas supply automatically.	
13. System must display a notification function for replacement timing of consumables.	
14. Must have an integrated leak check function that allows the user to easily check for leaks.	
15. Oven door must have a sensor that automatically shuts off all heating elements when	
the door is opened or not properly closed.	
16. Must have a column protection feature that is customizable of oven cooling rates.	
17. Must have an automatic correction of retention time function by n-alkane mix.	
18. Must have a carrier gas saver mode to reduce gas consumption.	
19. Must have a gas selector feature option that switches to an alternative gas source,	
leading to a substantial reduction of helium gas consumption.	
20. Must have a hydrogen gas sensor feature option for hydrogen gas leak detection.	
B. Advanced Flow Controller – Carrier	
1. Must display various pressure units such as psi, kPA, or bar.	
2. Must have a pressure range of 0 to 1035 kPa or wider.	
3. Must have a pressure set point resolution of 0.1 kPA (0.001 psi, 0.001 bar) or lower.	
4. Must have a pressure program ramp of 7 or more that is step-down programmable.	
5. Must have a pressure program rate of -400 to 400 kPA/min or wider.	
6. Must have a pressure sensor accuracy of $< \pm 2\%$ or better.	

7. Must have a pressure sensor repeatability of  $< \pm 0.34$  kPa or better. 8. Must have a pressure drift of  $< \pm 0.68$ kPa/6 months or better. 9. Must have a temperature coefficient of  $< \pm 0.068$  kPA/ °C or better. 10. Must have a control amplitude of  $< \pm 0.001$  psi. C. Advanced Pressure Controller – Detector 1. Must have a flow accuracy of  $< \pm$  3mL/min or 7% of set point or better. 2. Must have a flow reproducibility of  $< \pm 0.35\%$  of set point or better. 3. Must have a temperature coefficient of < 0.2%/ °C or better D. Column Oven 1. Instrument Column Oven footprint no greater than 300 mm (width), 200 mm (depth) and a height of less than 270 mm. 2. Must have an internal volume of 9.6 L or greater. 3. Must have an ambient rejection of <0.01 °C per 1 °C or better. 4. Must have a temperature set-point resolution of 0.1 °C or lower. 5. Must have a temperature accuracy of ±1% (set value of K) on a 0.01 °C calibration or better. 6. Must have a temperature range of room temperature (+4 °C) to 450 °C or higher. 7. Must have a temperature deviation of < 2  $^{\circ}$ C on a 200 mm diameter, circumference 30mm from rear or better. 8. Must have a temperature stability of  $\pm 0.1$  °C of the set value. 9. Must have a programmable temperature ramp of 32 or more. 10. Must allow negative ramps. 11. Must have a settable time for each step of 9999.99 min. 12. Must have a total time for all steps of 9999.99 min. 13. Programmed rate setting must have a range of -250 to 250 °C/min or wider. 14. Oven cooling rate must be 6.5 mins or less for 450 °C to 50 °C 15. Must have a 3 or more levels of column oven cooling rate that encompassed a high, medium, and low speed setting or can be customizable by the user. E. Autosampler Sample injection : Liquid sample injection via special microsyringe Sample volume : 0.1-8.0µL, 0.1µL steps (using 10µL syringe) : 1.5 mL vial, 150 vials Number of samples Number of sample injections : 1-99 injections per sample : 2 modes (Fast and Slow) Syringe speed **Plunger speed** : 3 modes (Fast, Medium and Slow) Wait time : 0-99.9 sec following sample aspiration (in 0.1 sec steps) Type of sample injection : 3 Modes (Traditional, Solvent Flush and Solvent Flush with a Second Solvent) Injection Volume Linearity : ±0.5% (injection volume 1-5µL, sample n-C12) **II. Mass Spectrometry System** A. System Functions

1. The mass spectrometer must have Electron Ionization (EI) modes supplied as standard. 2. The system should be able to automatically set up a SIM/Scan method from an injected standard. 3. Must be capable of replacing the injection port consumables without turning OFF the vacuum. 4. Must have a pump evacuation rate of 60L/sec or 255 L/sec if using a Helium Carrier Turbomolecular Pump. 5. Must have an option to use Helium, Hydrogen, and Nitrogen as the carrier gas. **B.** Additional Hardware Features 1. MS Interface must have a direct connection with the capillary column. 2. MS Interface must have a maximum temperature setting of 400 °C or more. 3. Ion source filament must have a dual filament system that is capable of automatic switching. 4. Ion source filament must be upgradeable to a long-life filament as an option. 5. Ionization voltage must be 10 to 250V or wider. 6. Ion source electron current must be 10 to 250 uA or wider. 7. The quadrupoles must have the pre-rods as filters to minimize the influence of contamination and thus increase the sensitivity. 8. It should have a mass range of 1.5 to 1090 amu or wider. 9. The mass spectrometer should have a 30,000 amu/sec scan rate or higher. 10. The mass spectrometer should have a stability of +0.1u / 48 hours. 11. Must have a High-Speed Scan Control such as an Advanced Scanning Speed Protocol (ASSP) or equivalent. 12. FWHM must have a possible setting of 0.4 to 2.0 u or wider. 13. System must be capable of 333 scan/sec or higher. 14. Must have a maximum column flowrate of 10mL/min or better. 15. The detector must have an electron multiplier with 2nd generation low noise overdrive lens. 16. The mass spectrometer must have a dynamic range of 8 x 106. 17. El scan sensitivity: Signal-to-noise (S/N) must be 5,000 at m/z 272 for 1 pgm octafluoronaphthalene (OFN) in EI scan or better. 18. El SIM Instrument Detection Limit (IDL) must be 5 fg for 100 fg octafluoronaphthalene (OFN) in EI SIM or better. C. System Software Specifications 1. System must be capable of different measurement modes such as Scan, SIM, and Simultaneous Scan/SIM measurements. 2. It should have a SIM capability of up to 4,000 compounds and a maximum of 32,000 number of channels to be time-programmed. 3. Must have a Shut-down function as an eco-friendly feature that reduces the power consumption in analysis standby mode.

4. Software must have an automatic SIM table creation function included.

5. Must include an NIST Mass Spectra Library which include search database of general compounds.	
6. Software must have an Automatic Adjustment of Retention Time creation function included to set measurement conditions using chemical information.	
7. Library search must be capable of similarity searches using retention indices which is also	
compatible with multiple retention index groups.	
8. Must be configured up to 20 libraries or more.	
9. Must have a fully automatic start-up and shutdown of the GCMS by simply one click of a	
button on the computer screen must be available when replacing columns or repairing ion sources.	
10. Must be capable of instrument control system check function, accuracy control QA/QC	
function, and user control security function.	
11. Must be capable of report generation and template creation.	
12. Must be capable to incorporate additional libraries such as NIST, Wiley, and Pesticide	
Libraries as an option.	
13. Must be capable to incorporate additional databases such as Smart Metabolites and	
Smart Pesticide databases as an option.	
14. Must be capable of carrying over previous GCMS method parameters as an updating	
support.	
III. Inclusions	
1. Complete Set of Tool Kit, Utility Kit, OFN Standard Sample	
2. 1 set of GCMS Consumables	
- 200 pcs of 1.5ml GC vials with caps and septum	
- 4 pcs Autoinjector Syringe 10uL	
- 10 pc Graphite Vespel Ferrule 0.5	
- 50 pc Premium Green Septa	
- 5 pc Deactivated Insert with Wool for Split	
- 5 pc Deactivated Insert with Wool for Splitless	
- 10 pc O-ring for Insert	
- 5 pc Stainless steel nut	
3. Complete PC System (Desktop), O/S: Microsoft Windows 11, Hard Disk Drive: 1TB,	
Monitor: 21.5' LED Color monitor, Processor: i5 or equivalent, 16GB RAM	
4. Continuous Ink Supply System Printer	
5. Uninterruptable Power Supply, 10 KVA	
6. 1 set Compatible Gas Lines, Regulators for Helium	
7. 1 pc. Helium Gas Tank	
8. 3 years Warranty and Inclusive of Annual Preventive Maintenance	
9. 1 set of Preventive Maintenance Kit	
10. 1 set of Column for Sterols Analysis	
11. 1 set Reagents for Sterols Analysis	
- 500 g Potassium Hydroxide - 4 L Ethanol	
- 1 L n-Hexane (HPLC Grade)	
- 2 sets 5 mL N,O-Bis(trimethylsilyl)trifluoroacetamide with trimethylchlorosilane	
- 1 set of Standards of Sterols, Tocopherols and Tocotrienols	

IV. Scor	e of Works							
-	rk to be performed shall consist of supply, delivery, installation and commissioning of the							
identified laboratory equipment to make it fully operational. The following are also to be done								
	e installation:							
1.								
2.	<ol> <li>Test run the equipment until fully operational.</li> <li>Calibration of the equipment with applicable standards.</li> </ol>							
3.								
	and principal/manufacturer's site by a competent specialist (for at least 3 laboratory							
	personnel).							
4.	Provision of manuals and technical/applications notes, as applicable or necessary.							
V. Othe	r Terms and Conditions							
1. Must have at least one (1) unit of GC-MS System installed in the Philippines.								
	2. Must have at least two (2) trained personnel of GCMS Service Training from the							
	Philippines with certificate.							
	3. Must include Gas Lines (Helium).							
	4. Warranty period of minimum of three (3) years from the date of turnover of the							
	equipment (completed installation until fully operational) on parts and services with							
	free 1 lot of preventive maintenance within the warranty period.							
	5. After sales service maintenance schedule and protocol should be indicated/stated.							
	6. The supplier shall issue a certificate of undertaking that spare parts shall be available							
	5-10 years from the date of acceptance.							
	7. All training costs (both for end-user's and manufacturer's/principal's site) should be							
	shouldered by the supplier.							
VII. DEL	IVERY PERIOD							
120 cale	endar days upon receipt of Notice to Proceed							
OTHER	DOCUMENTARY REQUIREMENTS							
•	Pursuant to Section 3 of EO No. 398, Series of 2005 and prior to payment of the contract,							
	the winning bidder shall ensure pay taxes in full and on time and that failure to do so will entitle the PCA to suspend payment for any goods or services delivered by the private							
	contracting party.							
•	The winning bidder shall also submit a tax clearance from BIR prior to payment within the							
	duration of the contract.							
C	Conformed:							

## Supplier's Representative

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

LOT 3	COMPLIANCE
EQUIPMENT NO.3: One (1) Unit BOMB CALORIMETER with Complete Operational Accessories	
(Chemicals and Consumables)	
BOMB CALORIMETER is used for the analysis of Heat Value and Calorific Value.	
II. TECHNICAL SPECIFICATIONS	
FEATURES:	
<ul> <li>Stainless steel inner water cylinder</li> </ul>	
<ul> <li>Equipped with electric stirrer in the water tank</li> </ul>	
Double-layer external container	
<ul> <li>High uniformity of water temperature to meet the requirement of test</li> </ul>	
GENERAL SPECIFIFATIONS:	
• Heat capacity: (14000~15000) J/K	
Temperature Resolution: 0.001 K	
<ul> <li>Calorific Value: Within ≤60J/g</li> </ul>	
<ul> <li>Temperature Controlling Range: Within 10-35°C</li> </ul>	
• LCD Display	
With Printer	
<ul> <li>Repeatability error: Within ≤0.2% (Grade C)</li> </ul>	
<ul> <li>Pressure Resistance by Oxygen Bomb: 20 MPa</li> </ul>	
<ul> <li>Ambient Temperature: Within 15-28°C, the temperature fluctuation should not be</li> </ul>	
greater than 1°C during one determination procedure	
• Humidity: Within ≤85%	
<ul> <li>Power Consumption: Within ≤150W</li> </ul>	
<ul> <li>Power Supply: Must be 220V, 50Hz</li> </ul>	
• Dimension: Within 600mm x 480mm x 460mm	
Complies with applicable Standard Method for Determination of Calorific and Heat Value	
INCLUSIONS:	
• With 1 main unit including single chip, oxygen bomb, water jacket, water bucket and	
stirrer	
<ul> <li>Must have at least 1 set oxygen bomb head holder and oxygen bomb seat</li> </ul>	
<ul> <li>Must have at least 1 piece of temperature sensor, thermometer with 0-50°C, silica gel</li> </ul>	
stopper for thermometer, Discharging valve, Oxygen decompression device, water	
aspirator, silicon stopper	
<ul> <li>Must have at least 2 pieces airproof large O type ring</li> </ul>	
<ul> <li>Must have at least 5 pieces O type seal ring with the following dimensions 20x2.4mm,</li> </ul>	
8x1.9mm, 6x1.9mm diameter	
<ul> <li>With at least 10 pieces of Benzoic acid</li> </ul>	
With at least 2 pieces crucible	
<ul> <li>With at least 2 rolls Printing paper</li> </ul>	
<ul> <li>With at least 4 pieces stopping ring for thermometer</li> </ul>	
<ul> <li>With at least 4 pieces stopping rig for the thermometer</li> </ul>	

<ul> <li>With Ni-CR ignition wire with a diameter of at least 0.1mm and 80-100mm length.</li> </ul>	
<ul> <li>With 1 unit filled Oxygen tank with at least 99.5% purity</li> </ul>	
• With 1 unit 2 KVA AVR	
With 1 Proficiency Test	
Matrix: Biscuit (Cookie)	
Analytes: Moisture, Ash at 550°C, Total Fat, Nitrogen, Dietary Fibre by AOAC 985.29,	
Dietary Fibre by AOAC 991.43, Total Dietary Fibre by AOAC 2017.16, Total Dietary Fibre by	
AOAC (other)	
Approx. Size: 150g	
III. Scope of Work	
The work to be performed shall consist of supply, delivery, installation and commissioning	
of the identified laboratory equipment to make it fully operational. The following are also	
to be done after the installation:	
1. Test run the equipment until fully operational.	
<ol> <li>Calibration of the equipment with applicable standards.</li> <li>On site training portaining to the principles and expertises of the equipment for</li> </ol>	
<ol> <li>On-site training pertaining to the principles and operation of the equipment, for local, for at least three (3) laboratory personnel.</li> </ol>	
<ol> <li>Provision of manuals and technical/applications notes, as applicable or necessary.</li> </ol>	
IV. Other Terms and Conditions	
1. Must have at least two (2) trained personnel of Service Training from the	
Philippines with certificate.	
2. Warranty period of at least one (1) year from the date of turnover of the equipment	
(completed installation until fully operational) on parts and services with free	
preventive maintenance within the warranty period.	
3. After sales service maintenance schedule and protocol should be indicated/stated.	
4. The supplier shall issue a certificate of undertaking that spare parts shall be available	
5-10 years from the date of acceptance.	
<ol> <li>All training costs for the end-users should be shouldered by the supplier.</li> <li>V. DELIVERY PERIOD</li> </ol>	
90 calendar days upon receipt of Notice to Proceed	
OTHER DOCUMENTARY REQUIREMENTS	
• Pursuant to Section 3 of EO No. 398, Series of 2005 and prior to payment of the contract,	
the winning bidder shall ensure pay taxes in full and on time and that failure to do so will	
entitle the PCA to suspend payment for any goods or services delivered by the private	
contracting party.	
• The winning bidder shall also submit a tax clearance from BIR prior to payment within the	
duration of the contract.	
Conformed:	
comonnea.	

Supplier's Representative

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

LOT	4		COMPLIANCE					
EQUIP	MENT NO.4: Autoclave							
Autock	aves are used to operate a	at high temperature and pressure in order to kill						
		e used to decontaminate certain biological waste and						
	e media, instruments and lab v	-						
	HNICAL SPECIFICATIONS							
П.								
a.	TEMPERATURE							
	Operating Range	105ºC to 135ºC						
	Display Range	137ºC						
	Warming Range	45°C to 60°C						
	Agar Dissolution and time	Heating at 60°C to 100°C for up to 1 hour (temperature						
		programmable), followed by 45°C to 60°C						
		(programmable for up to 20 hours to prevent coagulations)						
b.	GAUGE PRESSURE							
	Operating Range	3 to 30 psi (0.021 to 0.206MPa)						
	Maximum Allowable	38 psi ( 0.26MPa)						
c.	TIMER							
	Sterilization	1 to 250 minutes						
	Delayed Auto-start	Program autoclave to start 1 minute to 7 days later						
d.	SAFETY DEVICES	Dual-sensing lid interlock, over-pressure power cutoff,						
	over							
		temperature power cutoff, low-water power cutoff,						
	mechanical	pressure relief valve, microprocessor-controlled pressure						
	relief valve,	pressure rener valve, microprocessor-controlled pressure						
		lid-closure detector, over-current detector and circuit						
	breaker							
e.	PROGRAMS							
	For agar	Heating -> Sterilization -> Exhaust (from no exhaust to						
slow,								
	man the state	programmable) Warming -> Completion						
	For liquids	Heating -> Sterilization -> Exhaust (from no exhaust to						
	For solids	slow, programmable) -> Completion Heating -> Sterilization -> Exhaust (fast, default) ->						
Co	ompletion							
	For melting agar or for	Rapid melting at 60°C to 100°C (temperature and time						
		programmable) ->						
	faster start-up	Maintain at 45°C to 60°C (temperature programmable) -> Completion						

f.	ACCESSORIES							
· ·	Stainless steel	Mesh wire baskets, buckets (pails), and round test tube						
	rack	Mesh wire baskets, buckets (pails), and found test tube						
	Factory or field installed	Floating (load) sensor, digital printer, and data logger						
	ractory of field filstalled							
g.	POWER							
	Source	208V/220V/240V, 50/60 Hz, single phase						
	Consumption	3000 watts (3000VA)						
h.	FEATURES							
	- Space-saving design with lid opening upward.							
	<ul> <li>Programmable auto-star</li> </ul>							
		prevents lid opening when chamber is pressurized or when						
	<ul> <li>temperature exceeds 97'</li> <li>Automatic air purging by</li> </ul>	a microprocessor prevents over-pressurization during a						
	cycle.							
	- One-touch lever to easily	open and close chamber lid.						
	- Programmable rate of st							
	<ul> <li>Door-closure sensor provide closed properly.</li> </ul>	vides a prompt and the cycle will not start unless the door is						
		status and progress of sterilization cycle.						
		or sterilizing agar and then automatically maintaining it at						
	liquid temperature.							
	<ul> <li>Iquid temperature.</li> <li>Unique accessory: Floating sensor to monitor load temperature.</li> </ul>							
	<ul> <li>Onique accessory: Floating sensor to monitor load temperature.</li> <li>Sterilization timer is activated only when load temperature reaches set temperature.</li> </ul>							
	<ul> <li>Agar melting mode for rapidly melting agar and maintaining it at liquid temperature,</li> </ul>							
	or for a hot and faster start-up							
		retains user-programmed parameters even in case of power						
	failure.							
III. Sco	pe of Work							
	-	ist of supply, delivery, installation and commissioning of the						
		pport laboratory equipment to make it fully operational. The						
followi	ing are also to be done after the	e installation:						
	Test was the							
		equipment until fully operational.						
		vith certificate) of the equipment with applicable standards						
		and pressure)						
		I training on use, application and maintenance of the						
	instrument.							
IV. Oth	ner Inclusions							
	<b>1.</b> The instrument instal	lation, commissioning and initial operation.						
		r from the date of acceptance on parts and services against						
	factory defects.							
	•	intenance schedule and protocol should be indicated						
	/stated							
	•	e a certificate of undertaking that spare parts shall be						
		rom the date of acceptance.						
	•	-						

5. All training costs should be shouldered by the supplier.	
V. DELIVERY PERIOD	
60 calendar days upon receipt of Notice to Proceed	
OTHER DOCUMENTARY REQUIREMENTS	
<ul> <li>Pursuant to Section 3 of EO No. 398, Series of 2005 and prior to payment of the contract, the winning bidder shall ensure pay taxes in full and on time and that failure to do so will entitle the PCA to suspend payment for any goods or services delivered by the private contracting party.</li> <li>The winning bidder shall also submit a tax clearance from BIR prior to payment within the duration of the contract.</li> </ul>	
Conformed	

Conformed:

Supplier's Representative

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

LOT 5		COMPLIANCE
EQUIPMENT NO. 5: One (2	1) Unit Microwave Digestion System	
	em is used for digestion of fertilizer, soil and other agricultural ation of different nutrients. This is a better method compared to	
the conventional method		
II. TECHNICAL SPECIFICAT		
Microwave Digestor Housing	Top-loading microwave made of stainless steel with electrically- controlled swing top safety swiveling lid and circular oven for homogenous microwave distribution Permanent oven ventilation with guided air flow of 1.2 m3/min.	
	Oven chamber is completely coated with multi-layered highly chemical-resistant 90 $\mu$ m PFA, and therefore effectively protected against corrosion.	
	Dynamic control of the exhaust units operating at a minimum of noise, and a dual microwave system, with two magnetrons providing for high performance.	
	Features 5 overtemperature switches and 3 microswitches for	
	necessary operational safety, which includes an automatic switch	
	off of the microwave oven in the event of overheating of the	
	magnetron, microwave oven or high voltage supply.	
	Internal dimensions (Ø x H): 360 x 250 mm (14 x 10 in)	
	Integrated fume collection system protects the oven compartment and the room air from acid emissions.	
	With contactless sensors (for sample temperature, vessel pressure and vessel temperature) for routine analysis of a wide range of sample types	
Microwave Control	Microwave is controlled by a separate control unit (7" Touchscreen, 800 MHz, 256 MB RAM, 256 MB Flash, 800 x 480 pixels)	
	Two continuously controlled 2.45 GHz magnetrons heat the samples with up to 2,000 W, with the microwave power continuously regulated in accordance with the measured sample temperatures.	
	Contactless measurement of pressure and temperature of all samples in real time are monitored, without requiring any reference vessels	
	Allows direct temperature measurement of each sample in real time and regulates the microwave power accordingly.	
	The magnetron power is continuously adjusted based on the highest temperature, which prevents overheating of the samples.	
	Overheating and deformation of the vessels is prevented by a	
	contactless sensor dedicated for monitoring the vessel	
	temperature, which provides automatic temperature shutdown by	
	monitoring the vessel surface temperature of each individual	

	vessel, with an adjustable temperature range of 0-300°C (Accuracy:
	±5 °C).
SOFTWARE	Software includes a method memory of up to 200 methods, of which 25 are pre-installed (includes EPA, EN, DIN, ASTM), and data storage of up to 500 program runs
	With capability for data back-up (USB and FTP) and exporting data (pdf, txt, csv)
	A temperature program up to 5 steps consisting of set- temperature, ramp time, maximum power, maximum pressure and holding time.
	Interfaces: USB port for data export, RS-232 port, two ethernet ports for network connections, remote control via LAN or Mobile device
TECHNICAL DATA	Power supply: 230V AC ± 15%, 50/60 Hz, 13 A current, internal fuse 16A-F
	Ambient conditions: +10 °C (50°F) to +35°C (93°F)
REACTION CONTROL	Digestion process is controlled by a contact-free infrared temperature measurement of all samples in real time and regulates the microwave power accordingly and is adjusted based on the highest temperature to prevent overheating of samples (sample temperature range from 50,200°C and a procision of 1°C at 200°C).
	temperature range from 50-300°C and a precision of 1°C at 200°C).
	Interior pressure of all digestion vessels is detected individually using contact-free optical pressure measurement in the range of 0 -150 bar
	The microwave determines the surface temperature of all vessels with an adjustable range of 0 - 300°C, and has an automatic temperature shutdown if the temperature exceeds the set
	temperature limit.
	The magnetron power is automatically switched to a pressure- controlled mode if a measurement approaches the maximum pressure.
DIGESTION VESSELS	All digestion vessels made of TFM-PTFE, and are connected to an
AND ROTORS	integrated suction (gas collection) system which collects possibly emitted gases and drains with a PFA exhaust tubing to an exhaust system
	The vessels can be individually inserted and removed into the rotor, thus eliminating the lifting of heavy rotors.
	The vessels have a fast cooling down without specific cooling system typically less than 20min inside the oven
OTHER INCLUSIONS	24 digestion vessels made of TFM-PTFE with lid and rupture discs, turntable with collection vessel to prevent emissions into the
	microwave cavity and room air Consumables for 2,500 digestions
	Weighing cups (2.0 mL), 12 pcs.
	Gas washing bottle for neutralization of fumes, incl. 1.0 kg marble filling
	Wifi access point for connection of mobile devices

## Conformed:

Supplier's Representative

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

## Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents

## Legal Documents

□ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
 <u>Technical Documents</u>

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u>
- 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

- Duly signed/conformed with the Technical Specifications/Terms of Reference, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- ☐ (f) Conformity with the Schedule of Requirements and the items and Specifications as indicated in Section VI;
- □ (g) The Certificate of Filing or Non-Filing of Cases (form attached);
- (h) Warranty certificate indicating the required number of years for each equipment from the date of turn-over and Final Acceptance
- (i) Certificate of undertaking that spare parts shall be available 5-10 years from the date of acceptance.
- (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; <u>and</u>

□ (I) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

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;

<u>or</u>

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)

Section IX. Bidding Forms

Date: \_\_\_\_\_ Invitation to Bid N°: <u>Public Bidding No.</u>\_\_\_\_\_

## 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 of agentCurrencyCommission 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:	

## For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_\_. Invitation to Bid Number \_\_\_\_\_. Page \_\_\_\_\_ of

.

1	2	3	4	5	6	7	8	9
ltem	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)

\_

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

\_\_\_\_\_

## For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_\_. Invitation to Bid Number \_\_\_\_. Page\_ of \_\_\_\_\_.

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

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, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _	the	(for the Entity)
--------------------------------	-----	------------------

Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

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

## AFFIDAVIT

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

## 1. Select one, delete the other:

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

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

## 2. Select one, delete the other:

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

## 6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

Bidder's Representative/Authorized Signatory

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

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

## NAME OF NOTARY PUBLIC

Serial No. of Cor	nmission
Notary Public fo	r until
Roll of Attorneys	s No
PTR No	[date issued], [place issued]
IBP No	[date issued], [place issued]

Doc.	
Page	
Book	
Series of	

\* This form will not apply for WB funded projects. Bank Guarantee Form for Advance Payment

## **Bank Guarantee Form for Advance Payment**

## To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to p rovide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

## **BID SECURING DECLARATION FORM**

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

X-----X

## **BID SECURING DECLARATION**

Invitation to Bid: Public Bidding No.

To: The Philippine Coconut Authority

I/We<sup>2</sup>, 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 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;

<sup>&</sup>lt;sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

(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'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

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

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

## NAME OF NOTARY PUBLIC

Serial No. of Co	nmission
Notary Public fo	or until
Roll of Attorney	s No
PTR No	[date issued], [place issued]
IBP No	[date issued], [place issued]

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

This is to certify that (company, address) has the following completed contracts for the period CY (within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project)							
Date of the Contract	Contracting Party	Name of Contract	Kinds of Goods	Amount of Contract (adjusted to current prices, if necessary)	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	
	Name and Signature of Date Date						

\*Instructions:

a) Cut-off date: the day before the deadline of submission of bids.

- b) In the column under "Dates", indicate the dates of Delivery/End-user's Acceptance and Official Receipt. (Attach certified copies)
- c) "Name of Contract". Indicate the Nature/Scope of the Contract to determine the relevance of the entry with the Procurement at hand. Example: "Supply and Delivery of Generator Set"
- d) Per ITB clause 12.1.a (ii.7) amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement
- e) The SLCC must be supported with the following: NOA, Contract Agreement, NTP, Certificate of Completion or Official Receipt (OR) of the completed contracts

## STATEMENT OF: (I) ONGOING CONTRACTS AND; (II) AWARDED BUT NOT YET STARTED CONTRACTS

Date of the Contract	Contracting Party	Name of Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor
						_
	Name and Signatu Authorized Represer					Date

a) State here all government and private contracts which may be similar or not similar to the project called for bidding as of: The day before the deadline of submission of bids.

b) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

"Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example: "Supply and Delivery of Generator Set" c)

d) The list of ongoing contracts must be supported with a Notice of Award/Purchase Order or Contract Agreements or Notice to Proceed

## Joint Venture Agreement

## KNOW ALL MEN BY THESE PRESENTS:

This	JOINT VENTU	URE AGREEMENT (her	reinafter referred to	as the "Agreement"), entered into
this	day of	20_	at	City, Philippines by and
amo	ong:			
		, a doi	mestic corporation	duly organized, registered and
exis	ting under an	d by virtue of the law	s of the Republic of t	he Philippines, with office address
at			, represen	ted by its,
		_, hereinafter referre	ed to as "	
			- and -	
			_, a domestic corpo	pration duly organized, registered
and	existing und	er and by virtue of th	he laws of the Repul	blic of the Philippines, with office
add	ress at			, represented by its
		,		, hereinafter referred to as
<i>u</i>				
			- and -	
				a foreign corporation
orga	anized and ex	isting under and by vii	rtue of the laws of	, represented
by	its	//	,	hereinafter referred to as
u		":		

# (Henceforth collectively referred to as the "Parties" WITNESSETH: That

WHEREAS, the Philippine Coconut Authority (PCA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_\_ for the

;

WHEREAS, the parties have agreed to pool their resources together to form the "\_\_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

## ARTICLE I ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is "\_\_\_\_\_\_";

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at \_\_\_\_\_\_;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PCA and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PCA, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

#### ARTICLE II PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PCA Bids and Awards Committee for the supply and delivery of \_\_\_\_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PCA, and such other incidental activities necessary for the completion of its contractual obligations.

## ARTICLE III SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

## ARTICLE IV CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_\_(Php\_\_\_\_\_) to support the financial requirements of the Joint Venture, in the following proportion:

Α.	-	Р	.00
В.	-	Р	.00
TOTAL	-	P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

## ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PCA in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.PROVINCE OF (in the case of Municipality )

 BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_(indicate also the Province in the case of Municipality \_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_(month & year) \_\_\_\_\_ personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

#### NAME OF NOTARY PUBLIC

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

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## NAME OF PROJECT

## PUBLIC BIDDING No.

## Approved Budget for the Contract: ₱\_\_\_\_\_

## **CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos \_\_\_\_\_\_\_\_\_(₱\_\_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follow:

**NFCC** = [(Current Assets minus Current Liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = [(CA-CL) (15)] - C

Issued this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_.

Name & Signature of Authorized Representative

Position

Date

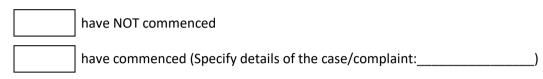
Notes:

- 1. **For Local Company:** The Value of the bidder's current assets and current liabilities must be based on the date submitted to the BIR, through its Electronic Filing and Payment System
- 2. The value of all outstanding or uncompleted contracts refers to those listed per statements submitted.
- 3. The detailed computation using the required formula must be shown.
- 4. The NFCC computation must be at least equal to the ABC of the project.

## CERTIFICATE OF FILING OR NON-FILING OF CASES

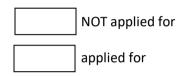
I/We. \_\_\_\_\_\_, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

- 1. I/We am/are the bidder/s in the project: \_\_\_\_\_\_ for the Philippine Coconut Authority (PCA) as the procuring entity;
- 2. I/We



action or proceeding in relation to projects/items similar in nature to the project bidded herein;

3. If yes in No. 2, I/We have



a Temporary Restraining Order/Writ of Preliminary Injunction against any government procurement agency/ies, including its directors, officers or employees in any court/tribunal, forum/agency, including the Office of the Ombudsman or Office of the President relative to the above;

- 4. I have read the contents herein and state the above are true and correct and of my personal knowledge; and
- 5. Should we file a similar action of TRO/Injunction in any tribunal/forum, we shall inform the Bids and Awards Committee of PCA within three (3) days from filing thereof.

Affiant

SUBSCRIBED AND SWORN to before me this day of	. 20	at
, affiant exhibiting to me his/her	issued	on
at		
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## Guide on Sealing and Marking of Bids

- 1. Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
- 2. Bids shall be enclosed in one (1) sealed envelope properly marked and signed.
- 3. All bids/proposals shall be bound or fastened with labels. Using clips is strongly discouraged.

