

**REPUBLIC OF THE PHILIPPINES**

**Pamantasan ng Lungsod ng Maynila**  
(University of the City of Manila)  
Intramuros, Manila

# **Bidding Documents**

for the project:

# **BINOCULAR MICROSCOPE**

**2021-G-26**

PLM – BIDS AND AWARDS COMMITTEE  
2021

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



Pamantasan ng Lungsod ng Maynila  
(University of the City of Manila)  
Intramuros, Manila



PLM – BIDS AND AWARDS COMMITTEE (PLM–BAC)  
Telefax: 8528-4592

## **INVITATION TO BID FOR BINOCULAR MICROSCOPE**

1. The *Pamantasan ng Lungsod ng Maynila (PLM)*, through the *PLM's Corporate Budget for the contract approved by the Board of Regents for CY 2021* intends to apply the sum of **One Million Seven Hundred Ninety-Seven Thousand Pesos (PhP1,797,000.00) only** being the ABC to payments under the contract for **Binocular Microscope / 2021-G-26**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PLM* now invites bids for the above Procurement Project. Delivery of the Goods is required by **Ninety (90) Calendar Days from the date of receipt of Notice to Proceed (NTP)**. 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).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "**pass/fail**" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *PLM-BAC Secretariat* and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00AM to 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **20 September 2021 to 13 October 2021** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest**

Guidelines issued by the GPPB, in the amount of **Three Thousand Pesos (PhP3,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic mail*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Prospective bidders may pay the bidding documents thru bank deposit or fund transfer to Landbank of the Philippines – DOLE Branch.

Account Name : **Pamantasan ng Lungsod ng Maynila**  
Current Account No : **2472-1006-56**

E-mail the scanned copy of deposit slip/online transaction slip or fund transfer confirmation (duly validated by LBP) to ***payonline@plm.edu.ph*** and ***procurement@plm.edu.ph*** and state in the body of e-mail the following details:

Purpose : \_\_\_\_\_  
Project Title : \_\_\_\_\_  
Company Name : \_\_\_\_\_  
Complete Name of Payee : \_\_\_\_\_  
Date of Payment : \_\_\_\_\_  
Total Amount of Payment : \_\_\_\_\_

6. The **PLM** will hold a Pre-Bid Conference on **29 September, 2021, 2:00 PM** at **Procurement Office, Ground Floor, Gusaling Villegas, Pamantasan ng Lungsod ng Maynila, General Luna St. corner Muralla St., Intramuros, Manila** and/or through video conferencing or webcasting *via Zoom Videoconference*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, or (ii) online or electronic submission as indicated below, on or before **13 October, 2021, 2:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **13 October, 2021, 2:00 PM** at the given address below **Procurement Office, Ground Floor, Gusaling Villegas, Pamantasan ng Lungsod ng Maynila, General Luna corner Muralla Streets, Intramuros, Manila** and/or *via Zoom Videoconferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall submit their physical bids through their duly authorized representative using the forms specified in the Bidding Documents in a sealed bid envelope. Each bidder shall submit One (1) Original and Two (2) copies of the first and second components of its bid, or two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic submission, and which shall be

submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under Clause 10 of the Instructions to Bidders, and the second shall contain the financial component of the bid following Clause 11 of the Instruction to Bidders of the Bidding Documents.

The Pamantasan ng Lungsod ng Maynila (PLM) warns the public/bidders of unscrupulous individuals and groups posing as officers/employees of the PLM soliciting money, gifts, favors or benefits for alleged aid for whatever purpose. DO NOT GIVE anything to these unscrupulous individuals and groups. The PLM thus enjoins the cooperation of the public/bidders to report these individuals/groups to the PLM-Bids and Awards Committee and BAC Secretariat.

11. The *PLM* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Contact Name : **ATTY. PRINCESS CARESSA V. PEREZ**  
**MR. RON MARR P. EVANGELISTA**  
PLM-BAC Secretariat Head/ Project Coordinator  
**Procurement Office**  
**Pamantasan ng Lungsod ng Maynila,**  
**Ground Floor, Gusaling Villegas,**  
**Gen. Luna corner Muralla Streets, Intramuros, Manila**

Telefax No. : **(02) 8528-4592**  
e-mail : **procurement@plm.edu.ph**  
Addresses : **rmpevangelista@plm.edu.ph**  
Website : **www.plm.edu.ph**

13. You may visit the following websites:

For downloading of Bidding Documents: [www.plm.edu.ph](http://www.plm.edu.ph); [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

For online bid submission: [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph)

***Date of Issue: 20 September, 2021***

**ATTY. CARLO FLORENDO C. CASTRO**  
PLM-BAC Chairperson

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

## **1. Scope of Bid**

The Procuring Entity, *Pamantasan ng Lungsod ng Maynila* wishes to receive Bids for the *Binocular Microscope* with identification number **2021-G-26**.

The Procurement Project (referred to herein as “Project”) is composed of *One (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 *CY 2021* in the amount of *One Million Seven Hundred Ninety-Seven Thousand Pesos (PhP1,797,000.00) only*.

2.2. The source of funding is: *GOCC and GFIs, the Corporate Operating Budget*.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

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

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that: *Subcontracting is not allowed.*

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***Procurement Office, Ground Floor, Gusaling Villegas, Pamantasan ng Lungsod ng Maynila, General Luna corner Muralla Streets, Intramuros, Manila*** and/or through **videoconferencing/webcasting** as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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



- 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 the **BDS**.

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) Calendar Days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

## 17. Opening and Preliminary Examination of Bids

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

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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

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

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

# Bid Data Sheet

| ITB Clause |  |
|------------|--|
| 5.3        | For this purpose, contracts similar to the Project shall be: <b><i>Binocular Microscope</i></b> completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.   |
| 7.1        | <b><i>Subcontracting is not allowed.</i></b>   |
| 12         | The price of the Goods shall be quoted DDP <b><i>Manila City</i></b> or the applicable International Commercial Terms (INCOTERMS) for this Project.  |
| 14.1       | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>PhP35,940.00</i></b>, [<i>two percent (2%) of ABC</i>] if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>PhP89,850.00</i></b>, [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul> |
| 19.3       | <i>No further instructions.</i>  |
| 20.2       | <i>For Corporations, Bidder shall submit also their latest and updated <b>General Information Sheet (GIS)</b>.</i>   |
| 21.2       | <i>No further instructions.</i>  |

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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



## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1          | <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad,</i> “The delivery terms applicable to the Contract are DDP delivered <b><i>Intramuros, Manila</i></b>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines,</i> “The delivery terms applicable to this Contract are delivered <b><i>Intramuros, Manila</i></b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <b><i>Property and Supplies Office</i></b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol> |
|            | <ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>  |

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|  | <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. 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> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>three times the warranty period</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>one (1)</i> month of placing the order.</p> |
|  | <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>  |

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|  | <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity<br/> Name of the Supplier<br/> Contract Description<br/> Final Destination<br/> Gross weight<br/> Any special lifting instructions<br/> Any special handling instructions<br/> Any relevant HAZCHEM classifications</p>  |
|  | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>  |
|  | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> |

|     |  |
|-----|--|
|     | <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>  |
| 2.2 | <i>Partial payment is not allowed.</i>   |
| 4   | <p>The inspections and tests that will be conducted may include whichever of the following is applicable:</p> <ol style="list-style-type: none"> <li>1. Visual quality, quantity, packing, marking and loading inspections</li> <li>2. Inspection by measurement or gauging</li> <li>3. Inspection of goods during manufacturing process</li> <li>4. Examination of good’s components</li> <li>5. Non-destructive testing</li> <li>6. Software inspection/testing</li> <li>7. Mechanical inspection/testing</li> <li>8. Engineering inspection/testing</li> <li>9. Other industry accepted inspection and testing methods and techniques that the Procuring Entity may find useful in the examination of a product, process, service, or installation or their design and in the determination of its conformity with specific requirements or, on the basis of professional judgment, with general requirements, existing laws, rules and regulation</li> </ol> |

## *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. Bidder shall complete the project within *Ninety (90) Calendar Days from the date of receipt of Notice to Proceed (NTP)*.

| Lot<br>No. | ITEM DESCRIPTION             | Quantity | Unit<br>of<br>Issue | Delivered, Weeks/Months   |
|------------|------------------------------|----------|---------------------|---|
| 1          | <b>Binocular Microscopes</b> | 30       | Units               | Ninety (90) Calendar Days<br>from the date of receipt of<br>Notice to Proceed (NTP) |

We certify/confirm that we comply with the delivery schedule as indicated with Section VI. Schedule of Requirements of the Bidding Documents.

[Name and Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_  
[Company Name]

\_\_\_\_\_  
Date

## ***Section VII. Technical Specifications***

## Technical Specifications

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

| Lot No. | Qty. | Unit of Issue | Item Description  | ABC, PhP  |              | Statement of Compliance with the Technical Specifications<br>(Comply / Not-Comply) |
|---------|------|---------------|---|-----------|--------------|--|
|         |      |               |   | Unit Cost | Total Cost   |  |
| 1       | 30   | units         | <p><b>Binocular Microscopes</b></p> <p>Technical Specifications<br/>                     Infinite optical system with LED illumination, a pair of eyepiece 10x(anti-fungal/anti-mold) with pointer, quadruple revolving nosepiece, mechanical stage with single specimen holder, abbe condenser and anti-fungal plan objectives (4x, 10x, 40x), rubber stage grip, AC adapter, power cord (220/240).<br/>                     100x achromat objective (Oil)<br/>                     Observation methods: brightfield, darkfield<br/>                     Terms and Conditions:<br/>                     -2-3 years warranty with maintenance at least twice a year</p> | 59,900.00 | 1,797,000.00 |  |

We certify/confirm that we comply with the Technical Specifications as indicated with Section VII. Technical Specifications of the Bidding Documents.

\_\_\_\_\_  
 [Name and Signature] [in the capacity of]  
 Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
[Company Name]

\_\_\_\_\_  
 Date



**SCHEDULE OF PRICES**

| Lot No. | Qty. | Unit of Issue | Item Description   | ABC, PhP  |              | Bidders Proposal |             |
|---------|------|---------------|--|-----------|--------------|------------------|-------------|
|         |      |               |  | Unit Cost | Total Cost   | Unit Price       | Total Price |
| 1       | 30   | units         | <p><b>Binocular Microscopes</b></p> <p>Technical Specifications<br/>                     Infinite optical system with LED illumination, a pair of eyepiece 10x(anti-fungal/anti-mould) with pointer, quadruple revolving nosepiece, mechanical stage with single specimen holder, abbe condenser and anti-fungal plan objectives (4x, 10x, 40x), rubber stage grip, AC adapter, power cord (220/240).<br/>                     100x achromat objective (Oil)<br/>                     Observation methods: brightfield, darkfield</p> <p>Terms and Conditions:<br/>                     -2-3 years warranty with maintenance at least twice a year</p> | 59,900.00 | 1,797,000.00 |                  |             |

We certify/confirm that we comply with the Technical Specifications as indicated with Schedule of Prices of the Bidding Documents.

\_\_\_\_\_  
 [Name and Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
 [Company Name]

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

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

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

**or**

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

***Class “B” Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# Procedure for Electronic Submission and Opening of Bids

## Process:

### PURCHASE

1. Upon purchase of bid documents, bidders will provide an official email address they will use to send their electronic bids
2. Prospective bidders may pay the bidding documents thru bank deposit or fund transfer to Landbank of the Philippines – DOLE Branch.

Account Name: **PAMANTASAN NG LUNGSOD NG MAYNILA**

Current Account No.: **2472-1006-56**

E-mail the scanned copy of deposit slip/online transaction slip or fund transfer confirmation (duly validated by LBP) to [payonline@plm.edu.ph](mailto:payonline@plm.edu.ph) and [procurement@plm.edu.ph](mailto:procurement@plm.edu.ph) and state in the body of email the following details.

Purpose: Payment for Bidding Documents

Project Title: \_\_\_\_\_

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

Complete Name of Payee: \_\_\_\_\_

Date of Payment: \_\_\_\_\_

Total Amount of Payment: \_\_\_\_\_

### SUBMISSION

1. Bidders will send two (2) emails (each email to be less than or equal to 25Mb only – bidders will do necessary file conversions to lessen file size)

- a. 1<sup>st</sup> Email should contain all Eligibility and Technical Components

- **E-mail Subject Format:** <Contract Reference Number><First Two Words of Company Name><Eligibility and Technical Components>
- **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Eligibility and Technical Components

**PDF File Name Format:** <Contract Reference Number>\_<First Two Words of Company Name>\_<Eligibility and Technical Components>  
(Note: use underscore instead of spaces in File Names)

- b. 2<sup>nd</sup> E-mail should contain Financial Component

- **E-mail Subject Format:** <Contract Reference Number><First Two Words of Company Name><Financial Components>
- **Attachment:** One (1) password protected archive Zip folder

**Contents:** Password Protected PDF copy of Financial Components

**PDF File Name Format:**<Contract Reference Number>\_<First Two Words of Company Name>\_<Financial Components>(Note: use underscore instead of spaces in File Names)

2. Bidders shall send their bids to [submitbid@plm.edu.ph](mailto:submitbid@plm.edu.ph) which will send automatic acknowledgement of receipt

a. If bidders failed to receive acknowledgement, please e-mail us at [procurement@plm.edu.ph](mailto:procurement@plm.edu.ph)

3. Modification and Withdrawal of bids via email

c. 1<sup>st</sup> Email should contain Modified Eligibility and Technical Components

- **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Technical Modification>
- **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Eligibility and Technical Components

**PDF File Name Format:** <Contract Reference Number>\_<First Two Words of Company Name>\_<Technical Modification> (Note: use underscore instead of spaces in File Names)

d. 2<sup>nd</sup> E-mail should contain Modified Financial Component

- **E-mail Subject Format:**<Contract Reference Number><First Two Words of Company Name><Financial Modification>
- **Attachment:** One (1) password protected archive Zip folder

**Zip Folder Contents:** Password Protected PDF copy of Financial Components

**PDF File Name Format:**<Contract Reference Number>\_<First Two Words of Company Name><Financial Modification>(Note: use underscore instead of spaces in File Names)

**For Example:**

1. United American Pharmaceutical is to submit bid for a project with Contract Reference No. 2020-G-01

1<sup>st</sup>Email:

To: submitbid@plm.edu.ph  
Subject: 2020-G-01 United American Eligibility and Technical Components  
Attachment: 2020-G-01\_United\_American\_Eligibility\_and\_Technical\_Components

2<sup>nd</sup> Email:

To: submitbid@plm.edu.ph  
Subject: 2020-G-01 United American Financial Components  
Attachment: 2020-G-01\_United\_American\_Finacial\_Components

2. United American Pharmaceutical is to submit modification of bid for a project with Contract Reference No. 2020-G-01

1<sup>st</sup>Email:

To: submitbid@plm.edu.ph  
Subject: 2020-G-01 United American Technical Modification  
Attachment: 2020-G-01\_United\_American\_Technical\_Modification

2<sup>nd</sup> Email:

To: submitbid@plm.edu.ph  
Subject: 2020-G-01 United American Financial Modification  
Attachment: 2020-G-01\_United\_American\_Finacial\_Modification

**OPENING OF BIDS**

1. Zoom meeting will be started 15-30 minutes before opening of bids.
2. At the start of bid opening, screen share will show the repository email.
  - a. Emails will be opened in order of submission
3. Passwords will be provided by the bidders during the Zoom meeting for transparency.
4. Screen share will show every document submitted in every folder and every final email accessed through provided passwords.
5. Bid opening and checking of submitted requirements will follow usual procedures.

# **Bidding Forms**



# Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

## BID FORM

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

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

To: **PAMANTASAN NG LUNGSOD NG MAYNILA**

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:

1. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
2. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
3. 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 agent Currency Commission or gratuity

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

(if none, state "None") ]

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

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

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

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

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

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

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

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

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

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

**For Goods Offered From Abroad**

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

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

\_\_\_\_\_  
[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 \_\_\_\_.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

**Statement/List of All On-Going Government & Private Contracts Including Contracts Awarded But Not Yet Started**

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

Business Address: \_\_\_\_\_

| Name of Contract / Project Cost | a. Owner's Name<br>b. Address<br>c. Telephone Nos. | Nature of Work | Bidder's Role |   | a. Date Awarded<br>b. Date Started<br>c. Date of completion | % of Accomplishment |                   | Value of Outstanding Works / Undelivered Portion |
|---------------------------------|--|----------------|---------------|---|---|---------------------|-------------------|--|
|                                 |  |                | Description   | % |   | Planned             | Actual            |  |
| <b>Government</b>               |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
| <b>Private</b>                  |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     |                   |  |
|                                 |  |                |               |   |   |                     | <b>Total Cost</b> |  |

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by: \_\_\_\_\_

(Signature over Printed Name)

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

In the capacity of :[title or other appropriate designation]

Duly authorized to [Name of Company]

sign bid for and on [Complete Office Address]

Behalf [Contact No.]

[Fax No.]

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

**Statement Identifying the Bidder's Single Largest Completed Contract Similar to the Contract to be Bid**

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

Business Address: \_\_\_\_\_

| Name of Contract  | a. Owner's Name<br>b. Address<br>c. Telephone Nos. | Nature of Work | Bidder's Role |   | a. Amount of Award<br>b. Amount at Completion<br>c. Duration | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed |
|-------------------|--|----------------|---------------|---|--|---|
|                   |  |                | Description   | % |  |   |
| <b>Government</b> |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
| <b>Private</b>    |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |
|                   |  |                |               |   |  |   |

Note: This statement shall be supported with:

1. Purchase Order and/or Contract of Agreement;
2. Certificate of Completion or End-user's Acceptance;
3. Official Receipt/s issued for the contract

Submitted by: \_\_\_\_\_

(Signature over Printed Name)

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

In the capacity of :[title or other appropriate designation]

Duly authorized to [Name of Company]

sign bid for and on [Complete Office Address]

Behalf [Contact No.]

[Fax No.]

\_\_\_\_\_  
NAME OF PROJECT  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF COMPANY  
\_\_\_\_\_

NFCC = [K (Current Assets – Current Liabilities)] – (Value of all Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

K – 15 for a contract duration of more than one (1) year up to two (2) years

| YEAR | CURRENT ASSETS | CURRENT LIABILITIES |
|------|----------------|---------------------|
|      |                |                     |

**Value of Outstanding Works under On-going Contracts:**

| CONTRACT DESCRIPTION | TOTAL CONTRACT AMOUNT AT AWARD | PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT | ESTIMATED COMPLETION TIME |
|----------------------|--------------------------------|---|---------------------------|
|                      |                                |   |                           |
|                      |                                |   |                           |
|                      |                                |   |                           |
| <b>TOTAL</b>         |                                |   |                           |

Use additional sheet/s, if necessary

FORMULA:

$$K \times ( \text{Ave. Current Assets} - \text{Ave. Current Liabilities} ) - \text{Total Outstanding Works} = \text{NFCC}$$

**PhP** \_\_\_\_\_  
**NFCC**

Prepared and Submitted by:

\_\_\_\_\_  
Signature Over Printed Name

**PART OF THE CONTRACT**

\_\_\_\_\_  
**Bidder's or Duly Authorized  
Representative's Signature**

## Contract Agreement Form

---

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).



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

---

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

### AFFIDAVIT

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

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

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

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

1. *[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)];

1. [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;**

1. 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;

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

1. *[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;

1. [Name of Bidder] complies with existing labor laws and standards; and
1. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  1. Carefully examining all of the Bidding Documents;
  2. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  3. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  4. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

1. [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.

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

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

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### CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  1. Philippine Bidding Documents (PBDs);
    1. Schedule of Requirements;
    2. Technical Specifications;
    3. General and Special Conditions of Contract; and
    4. Supplemental or Bid Bulletins, if any
  2. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
3. Performance Security;
4. Notice of Award of Contract; and the Bidder’s conforme thereto; and
5. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

**that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

### **Acknowledgment**

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

## **Bid Securing Declaration Form**

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

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

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

**To: PAMANTASAN NG LUNGSOD NG MAYNILA**

I/We, the undersigned, declare that:

4. 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.
5. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
6. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  3. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

