



**INVITATION FOR
 NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS**

Supply, Delivery, Installation and Commissioning of Various Equipment and Machineries: Lot 1- Machineries and Equipment & Lot 2- Laboratory and Scientific Equipment and Machineries

- The Southern Leyte State University-Hinunangan Campus intends to procure:
 Lot 1 – Machineries And Equipment with an Approved Budget for the Contract (ABC) of Five Hundred FortyThree Thousand Seven Hundred Pesos (Php 543,700.00)

 Lot 2 – Laboratory and Scientific Equipment and Machineries with an Approved Budget for the Contract (ABC) of Six Hundred Four Thousand Three Hundred Pesos (Php 604, 300.00)
- The Southern Leyte State University-Hinunangan Campus Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
- The Procurement procedure for this requirement is Negotiated Procurement for Two- Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

- The interested bidders may obtain further information from the BAC Secretariat through this email address *procurement_hn@southernleytestateu.edu.ph* from 13 July, 2024 to 22 July 2023, Monday to Friday, at 8:00AM to 5:00PM.
- The Schedule of bidding activities is herein stated below:

Activities	Schedule	Detail
Posting	July 13, 2024	PhilGEPS, Procuring Entity’s website and other conspicuous space
Issuance of Bidding Documents	July 13, 2024 – July 22, 2024 – 8:00 am	You may download at <ul style="list-style-type: none"> PhilGEPS: https://notices.philgeps.gov.ph/ Procurement Entity’s website www.southernleytestateu.edu.ph
Negotiation Meeting	July 18, 2024 – 9:30 am	SLSU-Hinunangan Conference Room via ZOOM- videoconferencing through this link: Join Zoom Meeting https://us06web.zoom.us/j/89942866801?pwd=yP9NMkPZ1e9UF7CA293DLdXtLjabOP.1 Meeting ID: 899 4286 6801



		Passcode: 049805
Deadline of Submission of Eligibility	July 22, 2024 – 8:00 am	<p>Interested bidders may submit their proposal through manual submission at the office address and online or electronic submission as indicated below.</p> <ul style="list-style-type: none"> • Manual Submission: Conference Room, Administration Building, SLSU-HC, Ambacon, Hinunangan, Southern Leyte • For online submission: procurement_hn@southernleytestateu.edu.ph <p>Interested bidders shall submit the proposals in sealed envelopes, labeled as “Negotiated Documents”, with the title of the procurement project, name of the bidder, address of the Bidder, and contact details of the bidder, addressed to the undersigned.</p> <p>Bids that will be submitted online must be encrypted with a password to protect privacy. Passwords will be asked by the BAC Secretariat during the Opening of Bids for access. The BAC Secretariat assured that files/bids will be cared of with utmost veracity in the privacy/confidentiality Late bids shall not be accepted.</p>
Opening of Bid Proposal	July 22, 2024 – 9:00 am	<p>SLSU-Hinunangan Conference Room via ZOOM- videoconferencing through this link: Join Zoom Meeting https://us06web.zoom.us/j/89942866801?pwd=yP9NMkPZ1e9UF7CA293DLdXtLjabOP.1</p> <p>Meeting ID: 899 4286 6801 Passcode: 049805</p>

A. Eligibility and Technical Documents

- Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
- Statement of all Ongoing Private and Government Contracts, including Contracts Awarded but not yet started, if any (Annex I).
- Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall which shall be completed



within the last 5 years prior to the date of submission of the best and final offer (Annex II).

- d) The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
- a. If bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit,

Lot 1: Machineries and Equipment – The amount of not less than Ten Thousand Eight Hundred Seventy-Four Pesos Only (P 10, 874.00)

Lot 2: Laboratory and Scientific Equipment and Machineries - The amount of not less than Twelve Thousand Eighty-Six Pesos Only (P 12, 086.00)

- b. If the bid security is in Surety Bond.

Lot 1: Machineries and Equipment – The amount of not less than Twenty Seven Thousand One Hundred Eighty Five Pesos Only (PhP 27, 185.00)

Lot 2: Laboratory and Scientific Equipment and Machineries - The amount of not less than Thirty Thousand Two Hundred Fifteen Pesos Only (PhP 30, 215.00)

- e) Conformity with the Schedule of Requirements (Annex III);
- f) Conformity with the Technical Specifications (Annex IV);
- g) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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.

- h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents

- i. Bid Form
- j. Price Schedule
6. The Special Conditions of the Contract (Annex V) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
7. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of



**SOUTHERN LEYTE
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bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

Issued this 12th day of July 2024.

JOHN PAUL R. GAPASIN
Chairperson, Bids and Awards Committee



Annex I

STATEMENT OF ALL ONGOING CONTRACTS
(Including contracts awarded but not yet started, if any)

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

 Name & Signature of Authorized Representative

 Position Title

 Date

Instructions:

1. State of all on-going contracts including those awarded but not yet started which may be similar to the project called for bidding as of the day before the deadline of submission of bids.
2. If there is NO on-going contract awarded but not yet started as of the abovementioned period, state NONE or NOT APPLICABLE.
3. The total amount of the ongoing but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC)



Annex II

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within two (2) years from the date of submission and receipt of bids)

Name of Client	Name of Contract	Date of the Contract	Kinds of Goods	Value of Contracts	Date of Completion	Official Receipt No. & Date of OR and End User's Acceptance Date

CERTIFIED CORRECT:

 Name & Signature of Authorized Representative

 Position Title

 Date

Instructions:

- 1 Name of Contract column indicates the Nature/Scope of the Contract for the SLSU-Hinunangan to determine the relevance of the entry with the Procurement at hand.
- 2 Any of the following documents **MUST BE SUBMITTED** corresponding to listed contract per submitted Annex II:
 - a. Copy of End-User's Acceptance
 - b. Official Receipt; or
 - c. Sales Invoice



Annex III

SCHEDULE OF REQUIREMENTS

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	LOT 1- MACHINERIES AND EQUIPMENT		P543, 700.00	30 CD
1	Forage shredder/grinder	1 unit	160,000.00	30 CD
2	Automatic with Solar Incubator (1,000 Capacity)	1 unit	115,000.00	30 CD
3	A.C. Automatic voltage Regulator (20 K.V.A)	1 unit	68,000.00	30 CD
4	Portable feed pelletizer	1 unit	80,000.00	30 CD
5	Soil and Plant Grinder Mill	1 unit	65,000.00	30 CD
6	Grass cutter	3 units	20,700.00	30 CD
7	Floor Polisher	2 units	35,000.00	30 CD
	LOT 2 – LABORATORY AND SCIENTIFIC EQUIPMENT		P 604,300.00	
8	Spad Chlorophyll Meter	1 unit	82,000.00	30 CD
9	Analytical Balance	1 unit	122,000.00	30 CD
10	pH Meter Bench Top	1 unit	74,300.00	30 CD
11	5 in 1 handheld pH meter	1 unit		30 CD
12	Microscope -	1 unit	166,000.00	30 CD
13	Egg Analyzer	1 unit	133,000.00	30 CD
14	Artificial Insemination Kit	1 set	27,000.00	30 CD

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date



Annex IV

TECHNICAL SPECIFICATIONS

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



LOT 1 – MACHINERIES AND EQUIPMENT	
1	<p>1 unit Forage shredder/grinder Minimum Requirements</p> <ul style="list-style-type: none"> • Motor: Diesel Type • Output: at least approx. 12HP Engine Power • Diesel Fueled and uses Diesel engine oil • Consumption: approx.. 1-3 liters per hour • Has secondary dried materials grinding function for dried powder grinding • Hay a cyclone outlet for materials processed by its grinder • Modern all metal design with sheet metal body • With large inlet and built in conveyor mechanism for fast and convenient loading/feeding • With anti corrosion powdered paint coating • Warranty: 12 months
2	<p>1 unit Automatic with Solar Incubator Minimum Requirements</p> <ul style="list-style-type: none"> • Humidity Measure Accuracy: 1% • Adjustable Humidity and Temperature • Panel Thickness: Approx 4-5cm • Hatching Rate: 98% • Specification: aluminum alloy, steel plate • Warranty: 12 months
3	<p>1 unit A.C. Automatic voltage Regulator Minimum Requirements</p> <ul style="list-style-type: none"> • Wide input voltage: 95-125V/ 190-250V AC or customized • The high accuracy of the output voltage: 110V±3%/ 220V±3%, other voltages can be customized. • Capacity: 20 kVA (The power capacity of the voltage stabilizer needs to be 1.5~2 times greater than the load power) • Warranty: 12 months
4	<p>1 unit Portable feed pelletizer Minimum Requirements</p> <ul style="list-style-type: none"> • Manufacturer Standard Size • Motor power: at least 3KW Electric Powered Motor • Yield: Approx. 50-150 kg/hour • Voltage: 220V Single Phase • Warranty: 12 months
5	<p>1 unit Soil and Plant Grinder Mill Minimum Requirements</p> <ul style="list-style-type: none"> • Material: High Carbon Steel • Power: 180-200W • Speed: 1400r/min • Crushing chamber diameter: 102mm • Screen aperture: 0.5, 1.0, 1.5mm (one installed on the machine) • Crushing effect: 30-120 mesh • Each crushing weight: <50g



6	<ul style="list-style-type: none"> • Product dimensions: 300×180×290mm • Warranty: 12 months <p>3 units Grass cutter Minimum Requirements</p> <ul style="list-style-type: none"> • Engine type: Air Cooled, two-stroke, piston valve method gasoline engine. • 2 stroke type of grass/brush cutter • Maximum output: 2HP • Fuel: Mixture of gasoline and lubrication oil (ratio 50:1) • Ignition System: Transistorized Flywheel Magneto • Carburetor: Float • Fuel Tank Capacity: 0.85L • Dimension: Manufacturers standard for modern Grass cutter (2 stroke) • Warranty: 12 months 	
7	<p>2 units Floor polisher Minimum Requirements</p> <ul style="list-style-type: none"> • Light Weight • Compact Size • Polished Size: approx. between 30-40.6 cm depending on configuration • Modern Floor Polisher Machine • At least 559W Electric Powered Motor • High Brush Speed • Long Power Cord • Wide handle • Warranty: 12 monts 	
8	<p>LOT 2 – LABORATORY AND SCIENTIFIC EQUIPMENT AND MACHINERIES</p> <p>1 unit Spad Chlorophyll Meter Minimum Requirements</p> <ul style="list-style-type: none"> • Measure range: 0.0-99.9 SPAD leaf surface temperature: -10-99.9 °C • Application: Leaf Chlorophyll, Lab Equipment, Agriculture • Working environment: 0 - 50°C • Modern LED/LCD Screen with light • With calibration certificate from factory/manufacturer • Warranty: 12 months 	
9	<p>1 unit Analytical Balance Minimum Requirements</p> <ul style="list-style-type: none"> • Power Supply: 12V • Display Type: LCD • Division: 0.0001g • Capacity: 220g-520g • Wind: Glass • Pansize: 80mm 	



10	<ul style="list-style-type: none"> • Sensor: magnetic sensor or equivalent high precision sensor • With calibration weight • With calibration certificate from factory/manufacturer • Warranty: 12 months 	
11	<p>1 unit pH Meter Bench Top Minimum Requirements</p> <ul style="list-style-type: none"> • Measuring range: 0.004 – 14.00 P.H • Power: AC Adapter, 100-240V AC input, DC9V output or similar • Compact size, Table top design, varies on design and configuration used • With 3 Buffer Solution (pH 4, 7, 11) • With calibration certificate from factory/manufacturer • Warranty: 12 months 	
12	<p>1 unit 5 in 1 handheld pH meter Minimum Requirements-</p> <ul style="list-style-type: none"> • Material: Plastic • Comes with a set of Batteries • Conductivity Test Range: 0 to10000uS/cm 10.01-19.99ms 20.1-400mS/cm • Resolution: 1uS/cm; 0.1mS/cm • Accuracy: ±2% of reading • Test Range: 0 to 1000ppm 1000 ppm to10000ppm 10.1 to 200.0ppt • Resolution: 1ppm; 0.1ppt • With 3 Buffer Solution (pH 4, 7, 11) • With calibration certificate from factory/manufacturer • Warranty: 12 months 	
13	<p>1 unit Microscope Minimum Requirements</p> <ul style="list-style-type: none"> • Modern laboratory optical microscope for microscopic use and naked eye operation • Magnification: 40X-1600X or equivalent • Wide Field: WF10X20mm, diopter adjustable • Between 3-4 holes revolving nosepieces inward • Coarse and fine coaxial focusing knob, with the hand wheel tightness adjustment and random limit locking mechanism • With Bottom LED light • Compact Tale Top Design • Electric Powered • Built in Microscopic adjusted function • With calibration certificate from factory/manufacturer • Warranty: 12 months 	
	<p>1 unit Egg Analyzer Minimum Requirements</p> <ul style="list-style-type: none"> • Modern Manually operated Digital Egg Analyzer Device • Egg Yolk Analysis Fan 	



14	<ul style="list-style-type: none"> • Egg Quality Measuring Table • Digital Weighing Scale • Digital Display: measuring range of approx. 0.00-12:00 mm • With adjustment button, through the adjustment, measure the height of the protein, the height of the yolk, the thickness of the eggshell and the freshness of the egg and the Haugh unit value • Protein height meter should have a control switch • Dimension: height approx. between 150mm-180mm • Lightweight Compact Size: approx. 400G • With calibration certificate from factory/manufacturer • Warranty: 12 months <p>1 set Artificial Insemination Kit Minimum Requirements</p> <ul style="list-style-type: none"> • 2 x FSH female fertility tests • 6 x Ovulation tests • 3 x Pregnancy tests • 6 x 5ml syringes • 6 x Semen sample containers • 3 x Urine collection containers • Warranty: 12 months 	
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I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date





Annex V

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered at Southern Leyte State University-Hinunangan, Ambacon, Hinunangan, Southern Leyte. 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 Annex III (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Ma. Emma Suzette M. Pernites , End-user Representative.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 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.



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.

- 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
- 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 **Annex III (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 three times the warranty period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month 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



	<p>Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 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>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</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	



4	The inspections and tests that will be conducted are : Other Equipment and Machineries: Machine and Equipment Test Run and Calibration
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	Warranty: One (1) Year on System & Support/Services – Bidder may opt for additional warranty period. Within the one (1)-year warranty period, the contractor/supplier must be able to provide technical support to SLSU either onsite, or through telephone or email, as will be required by the circumstances. SLSU may request such support from Mondays to Fridays 8:00 a.m. to 5:00 p.m. and the contractor/supplier must respond within four (4) hours from notice.



Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or



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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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



Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____



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

BID FORM

Date : _____
 Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Currency	Purpose of 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: _____