

PHILIPPINE BIDDING DOCUMENTS

BIDDING DOCUMENTS FOR

Invitation to Bid for the Procurement of Various Laboratory Equipment for Soil Science

Approved Budget for the Contract (ABC): *Two million nine hundred ten thousand six hundred ninety-six pesos (Php 2,910,696.00)*

Project Identification No.: Goods-2025-018

Fund: 101- 2025



Republic of the Philippines
WESTERN PHILIPPINES UNIVERSITY
BIDS AND AWARDS COMMITTEE
Aborlan, Palawan
www.wpu.edu.com/bac.secretariat@wpu.edu.ph

Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	
.....Error! Bookmark not defined.	
Section I. Invitation to Bid.....	3
Section II. Instructions to Bidders.....	6
1. Scope of Bid	7
2. Funding Information.....	7
3. Bidding Requirements	7
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	7
5. Eligible Bidders.....	7
6. Origin of Goods	8
7. Subcontracts	8
8. Pre-Bid Conference	8
9. Clarification and Amendment of Bidding Documents	8
10. Documents comprising the Bid: Eligibility and Technical Components	8
11. Documents comprising the Bid: Financial Component	9
12. Bid Prices	9
13. Bid and Payment Currencies	10
14. Bid Security	10
15. Sealing and Marking of Bids	10
16. Deadline for Submission of Bids	11
17. Opening and Preliminary Examination of Bids	11
18. Domestic Preference	12
19. Detailed Evaluation and Comparison of Bids	12
20. Post-Qualification	12
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	24
Section VII. Technical Specifications	25
Section VIII. Checklist of Technical and Financial Documents	30
BID FORMS AND RULE AND GUIDELINES	

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



BIDS AND AWARDS COMMITTEE

Invitation to Bid for the Procurement of Various Laboratory Equipment for Soil Science

1. The *Western Philippines University*, through the ***fund 101-2025*** intends to apply the sum of ***Two million nine hundred ten thousand six hundred ninety-six pesos (Php 2,910,696.00)*** being the ABC to payments under the contract for the ***Procurement of Various Laboratory Equipment for Soil Science with Project Identification No. Goods-2025-018***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Western Philippines University* now invites bids for the above Procurement Project. Delivery of the Goods is required ninety (90) calendar days from receipt of notice to proceed. 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Western Philippines University* and inspect the Bidding Documents at the address given below from ***Monday to Friday, 8:00am – 5:00pm***.
5. A complete set of bidding documents may be acquired by interested bidders on ***February 25, 2025, 8:00am-5:00pm*** until the deadline for the submission of bids on ***March 17, 2025, 9:00 am*** at the given address below and upon payment of a nonrefundable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *five (5) thousand pesos*. In case of electronic submission, payment shall be deposited to WPU LBP trust account. (Account Name: WESTERN PHILIPPINES UNIVERSITY-TRUST FUND, Account No.: 3632-1174-76).


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

Bidders shall submit three (3) sets of their bid which shall contain the originally signed and two (2) copies of the Original, or two (2) password-protected Bidding Documents in compressed archive folders, in case of electronic bid submission, which shall be submitted simultaneously. For more information about the electronic submission of bid, please refer to the attached Guidelines.

6. The *Western Philippines University* will hold a ***Pre-Bid Conference*** on ***March 4, 2025, 9:00am*** at ***2nd Floor, Conference Room, Admin. Bldg., WPU, Aborlan, Palawan***, and/or through video conferencing or webcasting via Google Meet, 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, (ii) online or electronic submission as indicated below, or (iii) both on or before ***March 17, 2025, 9:00am***. 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 ***March 17, 2025, 9:30am*** at the ***2nd Floor, Conference Room, Admin. Bldg., WPU, Aborlan, Palawan*** and via *Google Meet*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Western Philippines University* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Julie Ann Pearl P. Denosta
BAC Secretariat Office
WPU, San Juan, Aborlan, Palawan
Mobile No: 0912-344-0128
For Inquiry: wpu.bacsecretariat@gmail.com
For electronic bid Submission: bac.secretariat@wpu.edu.ph

February 25, 2025


RIA S. SARIEGO
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Western Philippines University* wishes to receive Bids for the *Procurement of Various Laboratory Equipment for Soil Science with Project Identification No. Goods-2025-018*.

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 *Fund 101 – 2025* in the amount of *Two million nine hundred ten thousand six hundred ninety-six pesos (Php 2,910,696.00)*.

2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **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.
- 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 and 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 e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **July 15, 2025** (*120 days from the date of Opening of bid*). 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 three (3) sets of their bid which shall contain the originally signed and two (2) copies of the Original.

Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 & 11 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial

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

component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC;
- (d) bear the specific identification of this bidding process; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids;
- (f) Each and every page of the Bid Documents shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- (g) Please put tabbing’s for each document for easy browsing.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business

tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5-3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>The similar contracts is Procurement of Various Laboratory Equipment for Soil Science.</i></p> <p>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed</i>
10.	<p>Bidders under CORPORATION & COOPERATIVE, the Secretary's Certificate shall:</p> <p>1. Reiterate the power and authority given to the Authorized Representative provided in the Omnibus Sworn Statement clause no. 2(b) to wit:</p> <p style="padding-left: 40px;">“.. to do, execute and perform any and all acts necessary to participate, submit the bid and to sign and execute the ensuing contract...”;</p> <p>2. Include the NAME/S of BIDDER'S AUTHORIZED REPRESENTATIVE and SPECIMEN SIGNATURE/S; and</p> <p>Indicate the NAME OF THE REPRESENTATIVE authorized to enter into contract with the procuring entity.</p>
12	The price of the Goods shall be quoted DDP <i>WPU, Aborlan, Palawan</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>Php 58,213.92</u>, (2% of ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <u>Php 145,534.80</u>, (5% of ABC) if bid security is in Surety Bond.</p>
15.	<p>Sealing and Marking of Bids</p> <p>Each Bidder shall submit three (3) sets of their bid which shall contain the originally signed and two (2) copies of the Original.</p> <p>Bidders shall enclose their original eligibility and technical documents described in ITB Clause 10 & 11 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL -</p>

	<p>FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>All envelopes shall:</p> <ul style="list-style-type: none"> (a) contain the name of the contract to be bid in capital letters; (b) bear the name and address of the Bidder in capital letters; (c) be addressed to the Procuring Entity’s BAC; (d) bear the specific identification of this bidding process; and (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids; (f) Each and every page of the Bid Documents shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid. (g) Please put tabbing’s for each document for easy browsing. <p>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.</p>
19.3	The computation of a bidder’s NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA 9184.
20.2	Latest income and business tax returns filed and paid though the BIR Electronic and Payment System
21.2	<i>none</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

- 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

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1.	<p>Delivery and Documents</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered WPU, San Juan, Aborlan, Palawan. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to <i>WPU, San Juan, Aborlan, Palawan</i>. 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 <i>Property and Supply office personnel, End- User, and Technical Inspectors</i>.</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;
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<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	<p>“The terms of payment shall be as follows: Processing of payment will commence upon acceptance by the PSO office of the delivered goods.” Only two (2) payments shall be allowed to be process for every inspected and accepted deliveries. (Partial and Full Payment)</p>
4	<p>The inspections and tests that will be conducted are: inspection on the delivered item if it is in conformity to technical specifications.</p>

Section VI. Schedule of Requirements

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

Item No.	Description	Qty.	Total	Delivered, Weeks/Months
	<i>Procurement of Various Laboratory Equipment for Soil Science with Project Identification No. Goods-2025-018.</i>			90 calendar days upon receipt of notice to proceed.
1	<p>LABORATORY EQUIPMENT - SOIL SCIENCE PACKAGE</p> <p>1 unit - Moisture Sensor, ICT Bluetooth sensor interface, Android smart phone running MPKit APP, 70cm extension handle & carry case.</p> <p>1 unit - Bulk Density Kit. Includes: 6 x bulk density rings (50mm diameter, 60mm height); mallet; insertion block; carry case.</p> <p>1 unit - Soil Core Sampler, 2-1/4 in. diameter</p> <p>1 unit - Chameleon, Five Station Kit, fully automated by software application and monitor pressure transducer,</p> <p>1 unit - San Andreas Soil Particle Analysis System with shaker kit and stokes kit</p> <p>1 pc - Soil Color Chart Book, 6" x8", tabbed design, water resistant, light weight, includes: 5R, 7.5, 10R, 2.5YR, 5YR, 7.5YR., 10YR, 5Y, 10Y-5GY, GLEY 1 & GLEY 2, and white soil chart</p> <p>1 set - 4" Soil Sieve Set, Brass</p> <p>1 unit -STOKES Kit for Fine Particle Analysis</p>	1 set		
	<p>LABORATORY INCUBATOR</p> <p>LCD display, Polished stainless steel chamber, Round angle structure, easy to clean; CFC-free eco-friendly refrigerant; Double-layer glass observation window design; Microprocessor PID temperature control, accurate and reliable; Universal castors for easy movement; Safety function: Temperature protection threshold value can be set; Auto-off protection and alarm for abnormal situation; Parameters can be saved automatically</p>	1 unit		

	when power off or system error. Temp Range: 4-60 °C; Temp Precision: 0.1°C			
--	---	--	--	--

Bidder's Representative/Authorized Signatory

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

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>
	<p><i>Procurement of Various Laboratory Equipment for Soil Science with Project Identification No. Goods-2025-018</i></p>	
1	1 set	<p>LABORATORY EQUIPMENT - SOIL SCIENCE PACKAGE</p> <p>1 unit - Moisture Sensor, ICT Bluetooth sensor interface, Android smart phone running MPKit APP, 70cm extension handle & carry case.</p> <p>1 unit - Bulk Density Kit. Includes: 6 x bulk density rings (50mm diameter, 60mm height); mallet; insertion block; carry case.</p> <p>1 unit - Soil Core Sampler, 2-1/4 in. diameter</p> <p>1 unit - Chameleon, Five Station Kit, fully automated by software application and monitor pressure transducer,</p> <p>1 unit - San Andreas Soil Particle Analysis System with shaker kit and stokes kit</p> <p>1 pc - Soil Color Chart Book, 6" x8", tabbed design, water resistant, light weight, includes: 5R, 7.5, 10R, 2.5YR, 5YR, 7.5YR., 10YR, 5Y, 10Y-</p>

		<p>5GY, GLEY 1 & GLEY 2, and white soil chart</p> <p>1 set - 4" Soil Sieve Set, Brass</p> <p>1 unit -STOKES Kit for Fine Particle Analysis</p>	
		<p>LABORATORY INCUBATOR</p> <p>LCD display, Polished stainless steel chamber, Round angle structure, easy to clean; CFC-free eco-friendly refrigerant; Double-layer glass observation window design; Microprocessor PID temperature control, accurate and reliable; Universal castors for easy movement; Safety function: Temperature protection threshold value can be set; Auto-off protection and alarm for abnormal situation; Parameters can be saved automatically when power off or system error. Temp Range: 4-60 °C; Temp Precision: 0.1°C</p>	

Bidder's Representative/Authorized Signatory

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

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

Class “B” Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Bidding Forms

Bid Form

Date: _____
Project Identification No. : Goods -2025-018

To: *WESTERN PHILIPPINES UNIVERSITY*
San Juan, Aborlan, Palawan

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: _____

PRICE SCHEDULE

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. Goods -2025-018 Page ____ of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable per item 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)
	<i>Procurement of Various Laboratory Equipment for Soil Science with Project Identification No. Goods-2025-018</i>								
1	<p>LABORATORY EQUIPMENT - SOIL SCIENCE PACKAGE</p> <p>1 unit - Moisture Sensor, ICT Bluetooth sensor interface, Android smart phone running MPKit APP, 70cm extension handle & carry case.</p> <p>1 unit - Bulk Density Kit. Includes: 6 x bulk density rings (50mm diameter, 60mm height); mallet; insertion block; carry case.</p> <p>1 unit - Soil Core Sampler, 2-1/4 in. diameter</p> <p>1 unit - Chameleon, Five Station Kit, fully automated by software application and monitor pressure transducer,</p> <p>1 unit - San Andreas Soil Particle Analysis System with shaker kit and stokes kit</p> <p>1 pc - Soil Color Chart Book, 6" x8", tabbed design, water resistant, light weight, includes: 5R, 7.5, 10R, 2.5YR, 5YR, 7.5YR,, 10YR, 5Y, 10Y-5GY, GLEY 1 & GLEY 2, and white soil chart</p> <p>1 set - 4" Soil Sieve Set, Brass</p> <p>1 unit -STOKES Kit for Fine Particle Analysis</p>		1 set						
	LABORATORY INCUBATOR		1 unit						

LCD display, Polished stainless steel chamber, Round angle structure, easy to clean; CFC-free eco-friendly refrigerant; Double-layer glass observation window design; Microprocessor PID temperature control, accurate and reliable; Universal castors for easy movement; Safety function: Temperature protection threshold value can be set; Auto-off protection and alarm for abnormal situation; Parameters can be saved automatically when power off or system error. Temp Range: 4-60 °C; Temp Precision: 0.1°C								
--	--	--	--	--	--	--	--	--

Name: _____
 Legal capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____
 Date: _____

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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, 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] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement

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 examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Project Identification No: Goods -2025-018

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 contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S
AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

“Sample only”

SECRETARY’S CERTIFICATE

AUTHORITY OF SIGNATORY

I, _____, Filipino, of legal age, with office address at _____, after having been duly sworn in accordance with the law, do hereby depose and state that:

1. I am duly elected and qualified Corporate Secretary of _____ a corporation duly organized, and existing under laws of the Republic of the Philippines, with principal place of business at _____.
2. At the special meeting of the Board of Directors of the corporation held on _____ at its principal office and there being quorum acting all throughout said meeting, the following resolution was unanimously approved to wit:

RESOLUTION NO: _____

“RESOLVED, as it is hereby resolved, that _____ NAME OF BIDDER be as it is hereby authorized to participate in the bidding for _____ NAME OF PROJECT for the WESTERN PHILIPPINES UNIVERSITY and in connection therewith any of the persons listed below is hereby appointed as the authorized representative of _____ NAME OF BIDDER and is authorized to transact with the WESTERN PHILIPPINES UNIVERSITY, *with full power and authority to do, execute and perform any and all lawful acts necessary to participate, submit the bid and **to sign and execute the ensuing contract** for the aforementioned project, as fully and effectively as _____ NAME OF BIDDER can legally do, with full power of substitution and revocation and hereby ratifying and confirming all the lawful acts of the said representative had done by virtue hereof.*

NAME:

POSITION:

JUAN DELA CRUZ
JUANA DE JESUS

SALES REPRESENTAIVE
SALES REPRESENTAIVE

3. The foregoing resolution has not been repealed, countermanded, suspended or in any manner modified up to this date. The same thus in full force and effect as of this date.

IN WITNESS WHEREOF, I have hereby set my hand this ____ day of _____ 2024 at _____.

Corporate Secretary

SUBSCRIBED AND SWORN to before me this ____ day of _____ in _____ affiant exhibited to me her/his _____.

Doc No. _____
Page No. _____
Book No. _____
Series of 2024

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, [Your Name], of legal age, a resident of [Your Address], Philippines, do hereby appoint [Recipient's Name], of legal age, a resident of [Recipient's Address], Philippines, as my true and lawful attorney-in-fact, with full power and authority to act on my behalf and in my name, to perform the following specific act:

1. Purpose: The attorney-in-fact is authorized and empowered to perform the following specific act on my behalf 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]*.

2. Duration: This Special Power of Attorney shall be valid and in effect from the date of execution until [specify a specific date or event upon which it will terminate], unless earlier revoked in writing by me.

3. Powers and Authority: In connection with the specific act mentioned above, my attorney-in-fact shall have the 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]*.

4. General Provisions:

a) This Special Power of Attorney is limited in scope and pertains solely to the specific act described herein.

b) My attorney-in-fact shall act diligently, faithfully, and solely in my best interest, exercising reasonable care and skill.

c) I hereby ratify and confirm all acts and deeds lawfully done by my attorney-in-fact in connection with the specific act mentioned above.

d) This Special Power of Attorney shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

e) This document may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have hereunto set my hand this [day] of [month], [year], in [City/Municipality], Philippines.

[Signature]
[Your Name]

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in [City/Municipality], Philippines, this [day] of [month], [year], personally appeared:

Name ID Presented

[Your Name] [Type of ID] _____

known to me and to me known to be the same person who executed the foregoing instrument and acknowledged that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of [Year].

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year.

		Year 20_____
A.	Total Assets	
B.	Current Assets	
C.	Total Liabilities	
D.	Current Liabilities	
E.	Net Worth (A-C)	
F.	Net Working Capital (B-D)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P_____

K = 15

ABC - Php 2,910,696.00

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

 Name of Supplier/Distributor/Manufacturer
 Signature of Authorized Representative

Date : _____

**Statement of all Ongoing Government and Private Contracts Including
Contracts Awarded but not yet Started**

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State ALL ongoing contracts including those awarded but not yet started (government [including the DBM] and private contracts which may be similar or not similar to the project being bid) prior to March 17, 2025.
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract which is Similar
in Nature**

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract / Name of the Project	Kinds of Goods	Amount of Contract	Date of Acceptance	End User's Acceptance or Official Receipt(s) Issued for the Contract

Note: This statement shall be supported with:

1. Contract/Purchase Order
2. Certificate of Completion.
3. Certificate of Acceptance.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____



BIDS AND AWARDS COMMITTEE

RULES/GUIDELINES ON THE IMPLEMENTATION OF PUBLIC BIDDING THROUGH ELECTRONIC SUBMISSION AND RECEIPT OF BIDS

- 1. Legal Basis.** Proclamation No. 929 signed by the President on March 16, 2020 declared a State of Calamity throughout the Philippines for a period of six (6) months and placed the entire Luzon under Enhanced Community Quarantine (ECQ). Relative to RA 11469 or the Bayanihan to Heal as One Act signed on March 24, 2020, Joint MC No. 1 was issued by COA and GPPB to support the government's effort to mitigate, if not contain the transmission of COVID-19 through the expedient procurement of goods, infrastructure projects and consulting services needed by frontline workers. Given the exceptional circumstances brought about by COVID-19 pandemic, particularly the ECQ and suspension of mass transport services, both the Procuring Entities (PEs) and Bidders are finding it hard to continue with the conduct of procurement activities, and thus, the PEs are at risk exceeding the maximum calendar days allowed for specific procurement activities. In view of this, GPPB issued Resolution No. 09-2020, approving measures for efficient conduct of procurement activities during a state of calamity, or implementation of community quarantine or similar restrictions.

2. Definition of Terms

University – refers to Western Philippines University, the Procuring Entity (PE).

BAC – the Bids and Awards Committee of the Western Philippines University.

DBP – refers to Development Bank of the Philippines, the depository bank of the University.

TWG – Technical Working Group constituted by the BAC of the University tasked to assist the BAC in the evaluation of bids.

Document – refers to actual certificates, duly certified filled up forms, notarized legal papers and proposal among others, categorized as legal, technical and financial, the information contained therein provides the basis for evaluation of eligibility of the bidder.

Envelope – refers to a flat material, usually paper either brown or expanding that contains the legal, technical and financial bid documents, and required to be sealed and properly labeled prior to submission to PE.

Electronic File – or file refers to the electronic form of the document usually obtained by scanning the original document and saving it in Portable Document Format (PDF) file format.

Folder – refers to an organizational element in a computer operating system where several electronic files are placed or kept. A folder may be compressed or archived into a single file usually with password protection to secure its contents.

- 3. Coverage.** Based on the approved Annual Procurement Plan of the University (Annex C of 2016 Revised IRR of RA 9184), the BAC shall identify projects that will be allowed to be procured through public bidding through online/electronic means

4. Pre-bidding Activities

- a.** The Invitation to Bid to be posted in the PhilGEPs shall contain information relative to the project to be bid for information of the interested bidders, including the specification that the Western Philippines University as the PE shall allow the submission and receipt of bids through electronic means.

- b. Interested Bidders may seek clarifications about the project for bidding from the BAC through the BAC Secretariat through phone call, email or other electronic communication means.
- c. Bid documents shall be uploaded by the BAC secretariat in the PhilGEPS including the Instruction to Bidders. Interested bidders may download the documents to comply with the required bid documents. A fee for sale of bidding documents shall be deposited by the Bidder to the University Trust Fund Account at DBP. The scanned copy of deposit slip shall be sent by the bidder to the BAC secretariat prior to the opening of Bids.

5. Submission of Bids

- a. Each bid document in the first and second envelopes should be converted into electronic files using Portable Document Format (PDF). All electronic files included in the first folder shall be compressed/archived using WinZip or WinRar software with a password. A separate archived file for all electronic files of financial documents under the second folder shall also be generated with a different password.
- b. As the GPPB Online Portal is still under development, interested Bidders shall submit/upload their Bids for the specific project prior to scheduled date and time of opening of bids at any of the following: WPU Owncloud (www.wpu.edu.ph), Google Drive, or through email to BAC Secretariat (bac.secretariat@wpu.edu.ph). File names of Bid documents should follow the following format: <Project Identification no> <space> <company initials> <space> <folder1> (or <folder2>). Bidders shall send email message to BAC secretariat indicating the successful upload of the files and the link to access the Google Drive.
- c. Printed copies of Bid documents in two (2) sealed and properly marked envelopes should also be sent to the University through the BAC Secretariat by courier.
- d. Upon receipt of the archived files for the first and second folders, the BAC secretariat shall generate a Bid receipt page or a screenshot of the email communication from the Bidder indicating the official date and time of submission. All communications between the Bidder and BAC secretariat shall be saved for reference purposes.
- e. Bidding documents not in compressed archive folders and are not password protected, shall be rejected. However, said bid envelopes shall be accepted, provided that the Bidder or its duly authorized representative shall acknowledge such condition of the Bid as submitted. In such case, the BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked Bid, or improperly compressed or password-protected folder, or for its premature opening.
- f. Bidders may modify or withdraw their Bid at any time before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original Bid, but shall only be allowed to send another Bid equally secured, properly identified and labelled as a “modification” of the one previously submitted. The time indicated in the latest Bid receipt page shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

6. Opening of Bids

- a. The BAC shall ensure the integrity, security and confidentiality of all submitted Bids.
- b. A videoconferencing facility shall be setup at the BAC meeting venue. Bidders will be invited to log in and participate in the online opening of bids.
- c. The BAC secretariat shall confirm receipt of bids through the generated Bid receipt page or record of received Bids.
- d. As in regular opening of Bids, Bids shall be opened one at a time beginning with the earliest to latest Bid submitted. Legal and Technical documents under the first folder shall be opened first for evaluation of eligibility of Bidders. When a Bidder’s turn comes, he/she shall be asked to disclose the password in person, or face-to-face through

videoconferencing or similar technology, or through telephone call. The archived documents shall be expanded/decompressed using the password to reveal the electronic files of documents.

- e. The BAC shall evaluate the eligibility of Bidders through the submitted documents using non-discretionary “pass/fail” criterion as stated in the Instruction to Bidders.
- f. All eligible Bids shall be forwarded to the TWG for post qualification evaluation.

