

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of GOODS**

### **SUPPLY AND DELIVERY OF SHREDDER MACHINE FOR STC4iD PROJECT IN MinSU**

Government of the Republic of the Philippines  
**MINDORO STATE UNIVERSITY (MinSU)**



**Sixth Edition  
July 2020**

**MinSU ITB 2023-005**



## INVITATION TO BID FOR

# SUPPLY AND DELIVERY OF SHREDDER MACHINE FOR STC4iD PROJECT IN MinSU

The *Mindoro State University (MinSU)* through the **Trust Fund (TF)** intends to apply the sum of **One Million Two Hundred Fifty Thousand Pesos (Php 1,250,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply and Delivery of Shredder Machine for STC4iD Project in MinSU– ITB 2023-005**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *Mindoro State University (MinSU)* now invites bids for **Supply and Delivery of Shredder Machine for STC4iD Project in MinSU**. Delivery of the Goods is required **thirty (30) calendar days**. Bidders should have completed, within **three (3) 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).
2. 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, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizen/sole proprietorships, partnerships or organizations with at least sixty (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.

3. Prospective Bidders may obtain further information from Mindoro State University– Main Campus and inspect the Bidding Documents at the BAC Office, 2<sup>nd</sup> Floor, Administration Building from 8:00AM to 5:00 PM, Monday to Friday.
4. A complete set of Bidding Documents may be acquired by interested Bidders from July 31-August 18, 2023 by downloading the same, free of charge from the website of PhilGEPS and MinSU (<http://www.minsu.edu.ph>). Provided, however, that bidders shall pay the applicable fee for bidding documents, pursuant to the Guidelines issued by GPPB, not later than the submission of their bids. The amount of the bidding document is **One Thousand Two Hundred Fifty Pesos (Php 1,250.00)** and should be directly deposited to the account of MinSU only upon coordination to the BAC Secretariat for the details of payment.

5. The Mindoro State University (MinSU) will hold a Conference on **August 9, 2023 @ 1:00PM** at BAC Office, 2<sup>nd</sup> Floor, Administration Building, MinSU, Alcate, Victoria, Oriental Mindoro. Pre-bid Conference shall be done through Google Meet Video Conferencing or other video conferencing applications which shall be announced prior to the pre-bid conference. To facilitate online meeting requirements, prospective bidders shall inform the BAC through the Secretariat, either by sending an email at [minsु.bacoffice@gmail.com](mailto:minsु.bacoffice@gmail.com) or communicate with the latter through any mode of communication, of their intention to participate in the Pre-Bid Conference at least one (1) day prior to the date of the conference. Upon receipt of the communication, the secretariat shall send an online meeting link.
  
6. 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 **August 22, 2023 @ 9:30AM**
  - Bids may also be submitted through registered mail, private courier and personal delivery.
  
  - For manual submission or personal delivery to the BAC Office, by way of measures to prevent the spread of COVID-19 virus, minimum health protocol as prescribed by DOH and IATF shall be implemented in MinSU.
  
  - Bidders who submitted their bids must notify the BAC through email, cellphone calls and text messaging to confirm that they sent their bids and all documents relative thereto. In the email, the bidder must attach the proof of sending of the said documents (i.e. actual photo of the envelopes and their official receipt issued by the post office or by the courier).
  
  - The bidders must assure that their bids shall be forwarded by the courier to MinSU on the date and time of the bid opening. The bidders have the responsibility to track their documents with the courier. The date of receipt of bids shall be the date of sending of documents, provided that the documents are actually received by the Secretariat. The BAC shall bear no responsibility whatsoever for the delay that the courier may have caused. **Bids sent/or received after the deadline shall be disqualified.**
  
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
  
8. Bid opening shall be on **August 22, 2023 @ 10:00AM** at BAC Office, 2<sup>nd</sup> Floor, Administration Building, Alcate, Victoria, Oriental Mindoro; if other members were unable to attend the Face-to-face Opening of Bids, they may

use other video conferencing applications. The opening and preliminary evaluation of bids shall be done in front of the BAC members and in the presence of the bidders' representatives who choose to attend the activity.

9. The *Mindoro State University (MinSU)* 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.

<b>Activities</b>	<b>Schedule</b>
Issuance of Bidding Documents	July 31, 2023- August 18, 2023
Pre-Bid Conference	August 9, 2023 @ 1:00 PM
Submission/Receipt of Bids	August 22, 2023
Opening of Bids	August 22, 2023 @ 10:00 AM

For further information, please contact:

***Bids and Awards Committee (BAC) Secretariat***

*2<sup>nd</sup> Floor Administration Building*

*MinSU– Main Campus*

*Alcate, Victoria, Or. Mindoro*

*Email address : minsu.bac@gmail.com*

*Website : <http://www.minsu.edu.ph>*

**NEMESIO H. DAVALOS, Ph.D.**

BAC Chairperson

## 1. Scope of Bid

The Procuring **Supply and Delivery of Shredder Machine for STC4iD Project in MinSU** with identification number ***MinSU- ITB 2023-005***.

The Procurement Project **Supply and Delivery of Shredder Machine for STC4iD Project in MinSU** are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Trust Fund* in the amount of ***One Million Two Hundred Fifty Thousand Pesos (Php 1,250,000.00)***

2.2. The source of funding is:

Trust Fund (TF) FY 2023

## 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 exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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 BAC Office, 2<sup>nd</sup>

Floor, Administration Building, MinSU, Alcate, Victoria, Oriental Mindoro through videoconferencing 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 *three (3) 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:

Philippine Pesos.



## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. 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

- Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “**ORIGINAL - TECHNICAL COMPONENT**”, and the original of their financial 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. 1 - TECHNICAL COMPONENT**” and “**COPY NO. 1 – FINANCIAL COMPONENT**” and the outer envelope as “**COPY NO. 1**”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “**COPY NO. 2 - TECHNICAL COMPONENT**” and “**COPY NO. 2 – FINANCIAL COMPONENT**” and the outer envelope as “**COPY NO. 2**”, respectively.
- These envelopes containing the original and the copies shall then be enclosed in one single envelope.

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**.

- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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 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**.

# Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>The Bidder must have completed within three (3) years a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>									
7.1	<i>Subcontracting is NOT allowed.</i>									
12	The bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.									
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> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Particular</th> <th style="text-align: center;">ABC (Php)</th> <th style="text-align: center;">5% (Php)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Supply and Delivery of Shredder Machine for STC4iD Project in MinSU</td> <td style="text-align: center;">1,250,000.00</td> <td style="text-align: center;">Php 62,500.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL</td> <td style="text-align: center;">Php 62,500.00</td> </tr> </tbody> </table> <p>a. <i>No further instructions.</i></p> <p>b. <i>No further instructions.</i></p>	Particular	ABC (Php)	5% (Php)	Supply and Delivery of Shredder Machine for STC4iD Project in MinSU	1,250,000.00	Php 62,500.00	TOTAL		Php 62,500.00
Particular	ABC (Php)	5% (Php)								
Supply and Delivery of Shredder Machine for STC4iD Project in MinSU	1,250,000.00	Php 62,500.00								
TOTAL		Php 62,500.00								
19.3	<i>No further instructions.</i>									
20.2										
21.2										

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

## Special Conditions of Contract

GCC Clause	
1.	<p><b>Delivery and Documents –</b></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>in MINSU</i>;</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:  <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>No further instructions.</i>
4	The inspections and tests that will be conducted are included on the scope of works.











## CHECKLIST OF FINANCIAL REQUIREMENTS

**BIDDER:** \_\_\_\_\_

**APPROVED BUDGET for the CONTRACT (ABC):**

**Initials of BAC Members if  
document is present**

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1. Duly signed Financial Bid Form

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2. Duly signed Detailed Bid Price

Note: Any missing document in the abovementioned checklist is a ground for outright rejection of the bid.

**Rated: ( ) Passed            ( ) Failed**



## Bid Form for the Procurement of Goods

(shall be submitted with the Bid)

Date: \_\_\_\_\_  
Invitation to Bid No: \_\_\_\_\_

To: **NEMESIO H. DAVALOS, Ph.D.**  
BAC Chairperson  
Mindoro State University  
Alcate, Victoria, Oriental Mindoro

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices 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 this Bid for 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 Development Partner:

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

Name and address  
Amount and Purpose of agent  
Currency Commission or gratuity

\_\_\_\_\_  
\_\_\_\_\_  
(if none, state "None")

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

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

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

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 in behalf of : \_\_\_\_\_

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





### List Of Single Largest Government & Private Contracts Completed Which Are Similar In Nature

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

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

Name of Contract/Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion	a. Date Awarded b. Contract Effectivity
			Description	%		
Government						
Private						

**NOTE: This statement shall be supported with:**

- 1 Contract
2. Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)

Designation : \_\_\_\_\_

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

*One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of Single Largest Completed Contract.*

## Net Financial Contracting Capacity

- A. Summary of the Applicant Firm's/Contractor'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 and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Total Net Worth (1-3)	
6.	Current Net Worth or Net Working Capital (2-4)	

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

NFCC = [(Current assets minus current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = Php \_\_\_\_\_

The value of bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

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 : \_\_\_\_\_

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

*The above information are among the financial documents required for Eligibility Check. Together with the legal and technical documents required, the financial documents shall be placed inside the Eligibility Envelope and submitted to the BAC on or before the deadline for the submission and receipt of Eligibility Envelopes.*

## Bid Security (Bank Guarantee)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto (Name of Entity) (hereinafter called "the Entity) in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
  - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the three (3) conditions stated above.

The Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>3</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS : \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

<sup>2</sup> The bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.

<sup>3</sup> Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the bidding documents are issued.

## Bid Security: Surety Bond

BOND NO.: \_\_\_\_\_ DATE BOND EXECUTED: \_\_\_\_\_

By this bond, We (Name of Bidder) (hereinafter called “the Principal”) as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Employer) (hereinafter called “the Surety”) are held and firmly bound unto (Name of Employer) (hereinafter called “the Employer”) as Obligee, in the sum of \_\_\_\_\_<sup>2</sup> for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

WHEREAS, the Principal has submitted a written Bid to the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, for the \_\_\_\_\_ (hereinafter called “the Bid”).

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction’s to Bidders; or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal’s Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

<sup>2</sup> The bidder should insert the amount of bond in words and figures, denominated in the currency of the Employer’s country of an equivalent amount in a freely convertible currency and callable on demand. This figure should be the same as shown in the Instructions to Bidders.

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

SIGNATURE(S) \_\_\_\_\_

SIGNATURES(S) \_\_\_\_\_

NAME(S) AND TITLE(S) \_\_\_\_\_

NAME(S) \_\_\_\_\_

SEAL \_\_\_\_\_

SEAL \_\_\_\_\_

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

### **Bid-Securing Declaration**

Invitation to Bid No. \_\_\_\_\_ [insert reference  
number]

To: MINDORO STATE COLLEGE OF AGRICULTURE AND TECHNOLOGY – MAIN CAMPUS  
Alcate, Victoria, Oriental Mindoro

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 the 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, if I / we have committed any of the following actions:
  - i) Withdrawn my / our Bid during the period of bid validity required in the Bidding documents; or
  - ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
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 as the bidder with the Lowest Calculated and Responsive Bid / Highest Rated and 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 \_\_\_\_\_, at \_\_\_\_\_.

**Name of Bidder**  
**Authorized**  
**Representative**  
**Legal Capacity**  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, 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 \_\_\_\_\_.

NAME OF NOTARIAL PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for  
until \_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_  
PTR No. \_\_\_\_\_, *[date issued]*, *[place issued]*  
IBP No. \_\_\_\_\_, *[date issued]*, *[place issued]*

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



## 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;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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]*

## Request for Clarification

Date of Letter

**NEMESIO H. DAVALOS, Ph.D.**  
BAC Chairperson  
Mindoro State University  
Alcate, Victoria, Oriental Mindoro

Dear Sir:

In relation to the Section \_\_\_\_\_ of Page \_\_\_\_ of the Bidding Documents for (Name of the Project), to wit:

“ Quote unclear provision ”

We would appreciate it if you could provide further explanation or clarification on the above.

Thank you very much!

Very truly yours,

Name of Representative of the Bidder  
Name of the Bidder



## Bill of Quantities

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>3</sup> Number \_ Page of \_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price exw per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	<b>Shredder</b>		5						
	<i>Specifications/ Inclusions:</i> a. Prime Mover rated power: 7hp minimum engine: diesel, single; 4 stroke continuous power: minimum of 80% actual power cooling system: air cooled b. Design and Performance shredding efficiency: 90% minimum capacity: 2.5T/hr minimum type: open cylinder horizontal shaft rotating blade mobile, cart type								

<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

	<p><i>with 1 set extra blade, replaceable screens sideward discharge for finer results heavy duty frame c. Noise Level: 96dB (A) d. Provided with set of tool accessories e. with AMTEC Test report for engine &amp; body f. must conform to PAES PNS/PAES 244:2010 biomass shredder g. with reflectionized MinSU &amp; DOST-PCAARD Logo h. One (1) year warranty</i></p>								
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	--	--	--	--	--

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

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