# BIDDING DOCUMENTS

## PURCHASE OF MEDICAL EQUIPMENT
## MHO, BALER, AURORA

## MUNICIPAL GOVERNMENT OF BALER
## BALER, AURORA

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## GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS

**ABC** –Approved Budget for the Contract.
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**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – BangkoSentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF –** Cost Insurance and Freight.

**CIP –** Carriage and Insurance Paid.

**CPI –** Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS –** International Commercial Terms.

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

**LGUs –** Local Government Units.

**NFCC –** Net Financial Contracting Capacity.

**NGA –** National Government Agency.

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

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

**PSA –** Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC –** Single Largest Completed Contract.

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

**UN –** United Nations.

Republic of the Philippines
Province of Aurora
**MUNICIPALITY OF BALER**

## BIDS AND AWARDS COMMITTEE

Invitation to Bid for
**PURCHASE OF MEDICAL EQUIPMENT**
**MHO, BALER, AURORA**

1. The MUNICIPAL GOVERNMENT OF BALER, funded through its 20% Development Fund CY 2023, intends to apply the sum of SEVEN HUNDRED FORTY THOUSAND PESOS (PHP 740,000.00), being the ABC to payments under the contract for the PURCHASE OF MEDICAL EQUIPMENT (MGB – 2023– 0016). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The MUNICIPAL GOVERNMENT OF BALER now invites bids for the PURCHASE OF MEDICAL EQUIPMENT. Delivery of the Goods is required by THIRTY (30) CALENDAR DAYS. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

   Prospective Bidders may obtain further information from MUNICIPAL GOVERNMENT OF BALER and inspect the Bidding Documents at the address given below during 8:00 A. M. to 5:00 A. M. and shall pay an amount of FIVE HUNDRED PESOS (PHP 500.00) registration fee to be included in the list of registered bidder/supplier of the MUNICIPAL GOVERNMENT OF BALER.

4. A complete set of Bidding Documents may be acquired by interested bidders beginning JUNE 19, 2023, during office hours from the address given below and websites (http://notices.philgeps.gov.ph and www.baler.gov.ph), and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ONE THOUSAND PESOS (PHP 1,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

5. The MUNICIPAL GOVERNMENT OF BALER will hold a Pre-Bid Conference on JUNE 27, 2023, TUESDAY, 9:30 IN THE MORNING AT CONFERENCE ROOM, 2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA, which shall be open to prospective bidders.

6. Bids must be duly received by the BAC Secretariat through manual submission at the address mentioned below on or before JULY 10, 2023, MONDAY at 9:00 IN THE MORNING. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

   Bid opening shall be on JULY 10, 2023, MONDAY at 9:30 IN THE MORNING at CONFERENCE ROOM, 2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

7. The MUNICIPAL GOVERNMENT OF BALER 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.

8. For further information, please refer to:

   BAC SECRETARIAT
   OFFICE OF THE MUNICIPAL PLANNING AND DEVELOPMENT COORDINATOR OR BAC OFFICE
   2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA
   CP # 0926 – 542 -5784
   EMAIL ADDRESS: BALERBACSEC20@GMAIL.COM

9. You may visit the following websites:

   For downloading of Bidding Documents: http://notices.philgeps.gov.ph, and www.baler.gov.ph

JUNE 16, 2023

ENGR. MANUEL Q. HERNANDEZ
BAC CHAIRMAN

## Section II

## INSTRUCTIONS TO BIDDERS

1. SCOPE OF BID

The Procuring Entity, MUNICIPAL GOVERNMENT OF BALER wishes to receive Bids for PURCHASE OF MEDICAL EQUIPMENT (MGB – 2023– 0016)

The Procurement Project (referred to herein as "Project") is composed of supply and delivery of medical equipment, the details of which are described in Section VII (Technical Specifications).

2. FUNDING INFORMATION

2.1. The source of funding is through the:

a. 20% Development Fund CY 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.

b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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.

8. PRE-BID CONFERENCE

The Procuring Entity will not hold a pre-bid conference for this Project JUNE 27, 2023, TUESDAY, 9:30 IN THE MORNING AT CONFERENCE ROOM, 2ND FLOOR EXECUTIVE BUILDING, BALER, AURORA.

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 Clause5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* 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.

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.

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 Declaration[1] or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) Calendar Days Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. SEALING AND MARKING OF BIDS

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

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

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

16. DEADLINE FOR SUBMISSION OF BIDS

16.1. The Bidders shall submit on the specified date and time and either at its physical address.

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

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

21. SIGNING OF THE CONTRACT

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

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the BDS.

Section III.

## BID DATA SHEET

| ITB Clause | |
|---|---|
| 5.3 | For this purpose, contracts similar to the Project shall be:<br><br>a. Delivery of medical equipment<br><br>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids. |
| 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 |
| 12 | The price of the Goods shall be quoted DDP, BALER, AURORA, or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:<br><br>a. The amount of not less than 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or<br><br>b. The amount of not less than 5% of ABC, if bid security is in Surety Bond. |
| 19.3 | medical equipment |
| 20.2 | OTHER LICENSES AND PERMITS REQUIRED BY EXISTING LAW |
| 21.2 | OTHER LICENSES AND PERMITS REQUIRED BY EXISTING LAW |

Section IV

## GENERAL CONDITIONS OF CONTRACT

1. **Scope of Contract**

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

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

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

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

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

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

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

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 *{[Include if Framework Agreement will be used:]*or Framework Agreement*}* 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

| GCC Clause | |
|---|---|
| 1 | *[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]*<br><br>**Delivery and Documents –**<br><br>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:<br><br>"The delivery terms applicable to the Contract are DDP delivered Baler, Aurora. In accordance with INCOTERMS."<br><br>*[For Goods supplied from within the Philippines, state:]* "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.<br><br>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).<br><br>For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*.<br><br>**Incidental Services –**<br><br>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:<br><br>*Select appropriate requirements and delete the rest.*<br><br>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;<br><br>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;<br><br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;<br><br>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and |
| | e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.<br><br>f. *[Specify additional incidental service requirements, as needed.]*<br><br>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.<br><br>**Spare Parts –**<br><br>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:<br><br>*Select appropriate requirements and delete the rest.* |

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

1) advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

2) following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

| | |
|---|---|
| | Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. |
| | Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.<br><br>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.<br><br>**Intellectual Property Rights –**<br><br>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. |
| 2.2 | *[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____." |
| 4 | The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]* |

Section VI

## SCHEDULE OF REQUIREMENTS

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

| Item | Description | Quantity | Total | Delivered, Weeks/Months |
|---|---|---|---|---|
| 1 | ***OXYGEN TANKS (10LBS EACH) WITH GAUGE*** | 3 | 3 | |
| 2 | ***ELECTROCARDIOGRAM (ECG) MACHINE 12-LEADS WITH ECG*** | 1 | 1 | |
| 3 | ***ELECTRONIC URINE ANALYSER WITH STRIPS REAGENTS AND MATERIALS*** | 1 | 1 | |
| 4 | ***GLUCOMETER MACHINE WITH STRIPS AND NEEDLES*** | 25 | 25 | |

Submitted by: _____

Designation: _____

Date: _____

## FRAMEWORK AGREEMENT LIST

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

| ***FRAMEWORK AGREEMENT LIST (AGENCY)*** | | | |
|---|---|---|---|
| ***Item / Service Type and nature of each item/service*** | ***Cost per item or service*** | ***Maximum Quantity*** | ***Total Cost per Item*** |
| | | | |
| | | | |
| | | | |
| ***TOTAL (Approved Budget for the Contract)*** | | | |
| *Expected delivery timeframe after receipt of a Call-Off.* | *Within [no. of days] calendar days upon issuance of Call-off .* | | |
| *Remarks* | *Indicate here any other appropriate information as may be necessary.* | | |
| | | | |
| ***SIGNATURE OVER PRINTED NAME*** | ***POSITION*** | ***DEPARTMENT/DIVISION*** | |

Section VII

**TECHNICAL SPECIFICATIONS**

| Item | Specifications | Statement of Compliance |
|---|---|---|
| **1** | ***OXYGEN TANKS (10LBS EACH) WITH GAUGE*** | |
| 2 | ***ELECTROCARDIOGRAM (ECG) MACHINE 12-LEADS WITH ECG***<br><br>SPECIFICATIONS:<br><br>- 4.3" TOUCHSCREEN<br>- 12CH SIMULTANEOUS DISPLAY<br>- A4 PRINT-OUT WITH 12CH INTERPRETATION<br>- LEAD FAULT DETECTION AND NOTICE<br>- PACEMAKER DETECTION<br>- 200 ECG INTERNAL DATA MEMORY<br>- 200 ECG PRINT PAGES<br><br>INCLUSIONS:<br>- 1 UNIT CARDIO 7e ECG MACHINE<br>- 1 UNIT PATIENT CABLE<br>- 1 SET CHEST ELECTRODES (BULBS)<br>- 1 SET LIMBS ELECTRODES<br>- 1 BOTTLE ECG GEL<br>- 1 PC. ROLL RECORDING PAPER A4 SIZE<br>- 1 UNIT AC POWER CORD<br>- 1 UNIT OPERATION MANUAL | |
| 3 | ***ELECTRONIC URINE ANALYSER WITH STRIPS REAGENTS AND MATERIALS***<br><br>SPECIFICATIONS:<br><br>AUTOMATED FEATTURES:<br>- 500 TESTS/HOUR ALLOWS EFFICIENT TESTING<br>- AUTOMATIC STRIP DETECTION, ALIGNMENT AND WASTE DISPOSAL<br>- AUTHOMATICALLY CALIBRATES THE ANALYZER WHENEVER IT IS TURNED ON<br><br>SIMPLE AND EASY<br>- SIMPLE MENU ACCESSIBLE USING LARGE TOUCH SCREEN LCD<br>- STRIP CARRIER/WASTE TRAY UNIT DESIGNED FOR ONE-STEP EASY CLEANING<br>- ROUTINE, STAT AND QC TEST MODES AVAILABLE<br><br>FLEXIBLE DATA MANAGEMENT<br>- ABNORMAL RESULTS FLAGGED ON PRINT-OUT AND HIGHLIGHTED ON THE SCREEN AUTOMATICALLY<br>- MEMORY CAPACITY OF 2,000 RECORDS AND RS232C PORT FOR SIMPLE DATA TRANSFER | |
| 4 | ***GLUCOMETER MACHINE WITH STRIPS AND NEEDLES*** | |

Submitted by: _____

Designation: _____

Date: _____

Section VIII

## CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

### I. TECHNICAL COMPONENT ENVELOPE

***Class "A" Documents***

*Legal Documents*

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

**or**

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

**and**

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

**and**

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

*Technical Documents*

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

**or**

Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);

**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

*Financial Documents*

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

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

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

***Class "B" Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

| Name of Contract/ Project Cost | a. Owner's Name<br>b. Address<br>c. Contact No. | Nature of Work | Bidder's Role | | a. Date Awarded<br>b. Dated Started<br>c. Date of Completion | % of Accomplishment | | Value of Outstanding Works/ Undelivered Portion |
|---|---|---|---|---|---|---|---|---|
| | | | Description | % | | Planned | Actual | |
| Government: | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Private: | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: This Statement shall be supported with:

1. Notice of Award and/or Contract

Submitted by: _____

Designation: _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE

| Name of Contract | a. Owner's Name<br>b. Address<br>c. Contact No. | Nature of Work | Bidder's Role | | a. Date Awarded<br>b. Contract Effectivity<br>c. Date Completed | Contract Amount |
|---|---|---|---|---|---|---|
| | | | Description | % | | |
| Government: | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |

Note: This Statement shall be supported with:

1. Notice of Award and/or Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____

Designation: _____

Date: _____

_____
Name of Project

_____
Location of Project

## 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 and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

| | Year 20_____ |
|---|---|
| 2. Total Assets | |
| 3. Current Assets | |
| 4. Total Liabilities | |
| 5. Current Liabilities | |
| 6. Net Worth (1 – 3) | |
| 7. 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 the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract for this Project.

NFCC = _____

OR

Line of Credit, which must be at least ten percent (10%) of the ABC to be bid

Name of Bank: _____ Amount: _____

Submitted by: _____

Designation: _____

Date: _____

NOTE:
If partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## BID SECURING DECLARATION FORM

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

x----------x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

To : Municipal Government of Baler
2nd Floor Executive Building
Baler, Aurora

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.

2. 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 2023

## OMNIBUS SWORN STATEMENT

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

## A F F I D A V I T

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:

2. *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]*;

3. *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 _____ of the MUNICIPAL GOVERNMENT OF BALER, *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 _____ of the MUNICIPAL GOVERNMENT OF BALER, 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;)]*;

4. *[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;

5. 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;

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

7. *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;

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[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 _____.

10. *[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 _____, 2023 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 2023

**BID FORM CERTIFICATION**

Date:
Invitation to Bid Nº:_____

To : Municipal Government of Baler
2nd Floor Executive Building
Baler, Aurora

Gentlemen and/or Ladies:

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 AND DELIVER _____ 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.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 stated in the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert:* as the owner and sole proprietor or authorized representative of *Name of Bidder,* has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the PURCHASE _____ of MUNICIPAL GOVERNMENT OF BALER, is granted full power and authority by the *Name of Bidder*, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for F _____ of the MUNICIPAL GOVERNMENT OF BALER.

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.

Dated this _____ day of _____ 2023.

_____ _____
*[signature]* *[in the capacity of]*
Duly authorized to sign Bid for and on behalf of _____

LETTER HEAD OF THE BIDDER

# PRICE SCHEDULE

Name of Project: _____

Location: _____

| Item | Quantity | Unit | Description | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| **1** | **3** | **UNIT** | **OXYGEN TANKS (10LBS EACH) WITH GAUGE** | | |
| **2** | **1** | **UNIT** | **ELECTROCARDIOGRAM (ECG) MACHINE 12-LEADS WITH ECG** | | |
| **3** | **1** | **UNIT** | **ELECTRONIC URINE ANALYSER WITH STRIPS REAGENTS AND MATERIALS** | | |
| **4** | **25** | **UNIT** | **GLUCOMETER MACHINE WITH STRIPS AND NEEDLES** | | |
| | | | | **T O T A L** | |

_____

TOTAL AMOUNT OF BIDS (IN WORDS AND IN FIGURES)

Submitted by: _____

Designation: _____

Date: _____