

# **PHILIPPINE BIDDING DOCUMENTS**

## **PURCHASE OF TECHNICAL AND SCIENTIFIC EQUIPMENT FOR FY 2021 (SUPPLY, DELIVERY, INSTALLATION, AND TRAINING) NEGOTIATED PROCUREMENT- TWO FAILED BIDDINGS**

**Identification No.: 2021-12-287**

**Philippine Science High School-  
Zamboanga Peninsula Region  
Campus**

**Government of the Republic of the  
Philippines**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are

not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**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** – Bangko Sentral 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.

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



Republic of the Philippines  
Department of Science and Technology

**PHILIPPINE SCIENCE HIGH SCHOOL– ZAMBOANGA PENINSULA REGION CAMPUS**  
Cogon, Dipolog City



**Invitation to Bid for the Purchase of Technical and Scientific  
Equipment for FY 2021  
(Supply, Delivery, Installation, and Training)  
Negotiated Procurement-Two Failed Biddings**

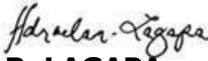
1. The Philippine Science High School-Zamboanga Peninsula Region Campus through the FY 2021 Current Appropriation (R.A. 11518) intends to apply the sum of **One Million One Hundred Sixty Thousand Pesos (P 1,160,000.00) for Lot 1, One Million Eight Hundred Forty Thousand Pesos (P 1,840,000.00) for Lot 2, and One Million Pesos (P 1,000,000.00) for Lot 3** being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Philippine Science High School-Zamboanga Peninsula Region Campus (PSHS-ZRC)** now invites bids for the above Procurement Project. Delivery and Installation of the Goods is required within **Ninety (90) Calendar Days**. Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **Philippine Science High School-Zamboanga Peninsula Region Campus** and inspect the Bidding Documents at the address given below during weekdays from 8:00 a.m. to 4:30 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders from **December 3, 2021 to December 27, 2021** from the given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (P 1,000.00) for each lot**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to the BAC Secretary at the address given below.
6. PSHS-ZRC will hold a **Pre-Bid Conference on December 13, 2021, 11:00 a.m.** at the SSD Chief Office, Academic Building II, PSHS-ZRC, Cogon, Dipolog City. Pursuant to the health and safety protocols issued by the Inter-Agency Task Force (IATF) for the Management of Emerging Diseases, the scheduled meeting may be accessed through this link: [meet.google.com/ert-rhfn-bfy](https://meet.google.com/ert-rhfn-bfy) via Google Meet, which shall be open to prospective bidders.

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7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 11:00 a.m. of December 27, 2021**. Late bids shall not be accepted.
  8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
  9. Bid opening shall be on **December 27, 2021 at 11:01 in the morning** at the given address below. The scheduled meeting may be accessed through this link: [meet.google.com/pnd-cqvt-tcj](https://meet.google.com/pnd-cqvt-tcj) via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
  10. PSHS-ZRC (BAC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  11. For further information, please refer to:  
  
Sherl Dianne S. Estoque  
BAC Secretariat Office  
PSHS-ZRC, Cogon, Dipolog City  
[ssestoque@zrc.pshs.edu.ph](mailto:ssestoque@zrc.pshs.edu.ph)  
09500979799  
<http://zrc.pshs.edu.ph/>
  12. You may visit the following websites:  
  
For downloading of Bidding Documents:  
  
PSHS-ZRC Website- <http://zrc.pshs.edu.ph/category/bid/>  
  
PhilGEPS Website- <https://philgeps.gov.ph/>

*December 3, 2021*

  
**HAZEL R. LAGAPA**  
Chairperson, Bids and Awards Committee (Goods)

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

## 1. Scope of Bid

The Procuring Entity, wishes to receive Bids for the **Purchase of Technical and Scientific Equipment for FY 2021 (Supply, Delivery, Installation, and Training) Negotiated Procurement-Two Failed Biddings** with identification number **2021-12-287**.

The Procurement Project (referred to herein as "Project") is composed of **three (3) lots**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2021** in the amount of **Four Million Pesos (P 4,000,000.00)**.

2.2. The source of funding is **FY 2021 Current Appropriation (R.A. 11518)**.

## 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. 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;
- ii. When the Goods sought to be procured are not available from local suppliers; or

- iii. 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 the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. 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.

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

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or 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 **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<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 **one hundred eighty days (180)** from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows: One (1) 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, 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**.

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Purchase or Supply and Delivery of Technical and Scientific Equipment, and other similar projects.</li> <li>b. Completed <b>within five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP at <i>PSHS-ZRC, Cogon, Dipolog City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p><b>LOT 1: Approved Budget of the Contract is One Million One Hundred Sixty Thousand Pesos (P 1,160,000.00)</b></p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Twenty Three Thousand Two Hundred Pesos (P 23,200.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Fifty-Eight Thousand Pesos (P 58,000.00)</b>, if bid security is in Surety Bond.</li> </ul> <p><b>LOT 2: Approved Budget of the Contract is One Million Eight Hundred Forty Thousand Pesos (P 1,840,000.00)</b></p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Thirty-Six Thousand Eight Hundred Pesos (P 36,800.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Ninety-Two Thousand Pesos (P 92,000)</b>, if bid security is in Surety Bond.</li> </ul> <p><b>LOT 3: Approved Budget of the Contract is One Million Pesos (P 1,000,000.00)</b></p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Twenty Thousand Pesos (P 20,000.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Fifty Thousand Pesos (P 50,000.00)</b>, if bid security is in Surety Bond.</li> </ul>

19.3	<p><b>Three (3) Lots</b></p> <p><b><u>LOT 1:</u></b>  <b><i>Purchase of Technical and Scientific Equipment (Supply, Delivery, Installation, and Training) Rebid</i></b></p> <p><b>ABC: One Million One Hundred Sixty Thousand Pesos (P 1,160,000.00)</b></p> <p><b><u>LOT 2:</u></b>  <b>Supply, Delivery, Installation, and Training for Physical and Biochemical Equipment</b></p> <p><b>ABC: One Million Eight Hundred Forty Thousand Pesos (P 1,840,000.00)</b></p> <p><b><u>LOT 3:</u></b>  <b>Supply and Delivery of Technical and Musical Equipment</b></p> <p><b>ABC: One Million Pesos (P 1,000,000.00)</b></p>
20.2	Not applicable.
21.2	Calibration certificate, quality control or assurance certificate, and authority to distribute the product by Original Manufacturing Company.

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

## 1. **Scope of Contract**

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## 5. **Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace

the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

GCC Clause	
	<p>The supplier must be a certified distributor and should be able to provide the listed technical equipment following the specifications, certifications, and unit demonstration if necessary. The supplier must conduct training for the end-users on proper handling, troubleshooting, pre-calibration, preventive maintenance, and others. As such, the supplier should have their own certified technical personnel for the particular equipment. Certificates must be provided such as calibration certificate, quality control or assurance certificate, and others. The service provider must conduct a pre- installation conference with the resident engineers of the procuring entity.</p>
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered at <i>Philippine Science High School-Zamboanga Peninsula Region Campus</i>. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered <i>at Philippine Science High School-Zamboanga Peninsula Region Campus</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is</p> <p><b><i>Gil Darcera</i></b> <i>TWG Chairperson</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:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs 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 one (1) year.

Spare parts or components shall be supplied as promptly as possible.

**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
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	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Subject to Annex "D" of RA 9184 .</i>
4	The inspections and tests that will be conducted for the end-users on proper handling, troubleshooting, pre-calibration, preventive maintenance, and others.

# ***Section VI. Schedule of Requirements***

# Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
<b>LOT 1 Supply, Delivery of Physics Amateur Radio Satellite Ground Station Equipment</b>				
1	<p><b>All Mode VHF/UHF Transceiver</b></p> <p>Frequency coverage : 144.000–148.000, 430.000–450.000, 1240.000–1300.000 MHz</p> <p>Mode: SSB, CW, RTTY, AM, FM, DV, DD</p> <p>Number of channels: 107 (99 Simplex + 6 Program scan edges + 2 CALL) x 3 bands, 99 (Satellite), 2500 (DR function)</p> <p>Antenna connectors: 144 MHz SO-239 (50 Ω), 430/440, 1200 MHz Type-N (50 Ω)</p> <p>Power supply requirement: 13.8 V DC ±15% (Negative ground)</p> <p><b>Transmitter</b></p> <p>Output power (144 MHz)</p> <p>144 MHz 430/440 MHz 1200 MHz</p> <p>SSB/CW/FM/RTTY/DV/DD</p> <p>0.5–100 W 0.5–75 W 0.1–10 W</p> <p>AM</p> <p>0.125–25 W 0.125–18.75 W 0.025–2.5 W</p> <p><b>Receiver</b></p> <p>Receiver system:</p> <p>Audio output power: More than 2.0 W (1 kHz, 10% distortion) into an 8 Ω load</p>	1 unit	1 unit	3 months

	With NTC License			
2	<p><b>HF/50MHz All Mode Transceiver</b></p> <p>Frequency coverage Rx: 0.030– 60.000 MHz</p> <p>Tx: 1.800–1.999, 3.500–3.999, 5.255–5.405 7.000–7.300, 10.100–10.150, 14.000–14.350, 18.068–18.168, 21.000–21.450, 24.890–24.990, 28.000–29.700, 50.000–54.000 MHz</p> <p>Mode: USB, LSB, CW, RTTY, PSK31/63, AM, FM</p> <p>Number of channels: 101 (99 regular, 2 scan edges)</p> <p>Antenna connectors: SO-239 × 2 (50 Ω unbalanced (Tuner off))BNC × 1 (RX antenna In/Out)</p> <p>Power supply requirement: 13.8 V DC ±15%</p> <p>Power consumption TX: 23 A (at 100 W output power) RX: 3.0 A (Standby), 3.5 A (Maximum audio)</p> <p><b>Transmitter</b> Output power (HF/50 MHz): SSB/CW/FM/RTTY/PSK: 1–100 WAM: 1–25 W Digital P.S.N.</p> <p><b>Receiver</b> Receiver system: Direct Sampling Super heterodyne With NTC License</p>	1 unit	1 unit	
3	<p><b>Antenna Azimuth-Elevation Rotator and Controller</b></p> <p>Voltage requirement: 110-120 or 200-240 VAC Motor voltage: 24 VAC(apprx., @60Hz): Rotation time: Elevation (180°): 67 sec. Azimuth (360°): 58 sec Maximum continuous operation: 5 minutes Rotation torque: Elevation: 14 kg-m, Azimuth: 6 kg- m Braking torque: Elevation: 40 kg-m, Azimuth: 40 kg-m Vertical load: 200 kg Pointing accuracy: ± 4 % Wind surface area: 1 m Control cables: 2 x 6 conductors - #20 AWG or larger Mast diameter: 38-63 mm Boom diameter: 32-42 mm</p> <p>Weight Rotators: 9 kg Controller: 3 kg</p>	1 unit	1 unit	3 months

4	<p><b>Antenna Azimuth Rotator and Controller</b></p> <p>Power Supply Voltage: 117/220 VAC, 50-60 Hz  Power Supply Current Consumption: 1.0 A Rotor  Voltage: 11-24 VDC  Cable Conductors Required: 6</p> <p>360° Rotation Time (Non Loaded): 100 ± 10 sec  to 0  40 ± 5 sec (Variable)  Rotation Range: 450° ± 3°  Rotation Torque: 600 to 1,100 kgf-  cm      Braking Torque: 4,000 kgf- cm</p> <p>Maximum Vertical Load: 200 kg or less  (continuous)800 kg (momentary)  Mast Outside Diameter: 1.5 to 2.5 inches (38 to  63 mm)  Braking Type: Mechanical and Electrical stoppers  Rotator Dimension: 7.5 inches diameter 12.5  inches high (186 x 300 mm)  Rotator Weight: Approx. 7.7 Lbs. (3.6 kg)  Controller Dimension (WHD): 200 x 130 x 193  mm Controller Weight: Approx. 2.8 kg</p>	1 unit	1 unit	3 months
5	<p><b>Computer Control Interface for Antenna Rotators</b></p> <p>Power Requirements: DC 12 V, 110 mA Case  Size: 110 (W) x 21 (H) x 138 (D) mm Weight  (approx.): 380 g  Semiconductors Microprocessor:  ROM: HD6303XP RAM: 27C64  A/D Converter: HD46508PA (10 bits) Serial  Comms: 3-wire Async. DCE  RS-232C voltage levels: 150 to 9600 baud, 8 data  bits, 1 stop bit, no parity, no handshake</p>	2 unit	2 unit	3 months
6	<p><b>Coax Cable (Low Loss Cable)</b></p> <p>Generic Name: LMR-400 Flex Type: Flexible  Impedance: 50 Ohm Dielectric Type: PE (F)  Velocity of Propagation: 85 % Jacket Diameter:  0.405 in Jacket Material: PE  No. of Shields: 2  Attenuation at 1 Ghz.: 4.25 dB RF Shielding: 90  dB Frequency, Max: 6 GHz  Max Operating Temperature: 85° C Center  Conductor Type: Solid Coax Type: Coax</p>	50 length (meter)	50 Length (meter)	3 months

7	<p><b>VHF/UHF Preamplifier</b></p> <p>Preamplifier Location: Mast mount Preamplifier  Frequency Range: 144-148 MHz Preamplifier  Gain: 15 dB/25 dB  Noise Figure: under 1.0 dB  Automatic RF  Switching  Power Handling: 100 W</p> <p>Antenna Feedline Connection Type: UHF female, SO- 239  Optimal Voltage Range: 13.6-15 Vdc</p> <p>Enclosure Width: 4.000 in. Enclosure Height: 3.000 in. Enclosure Depth: 3.500 in</p> <p>Unit Width: 4.250 in. Unit Height: 2.313 in. Unit Depth: 1.188 in.</p>	2 unit	2 unit	3 months
8	<p><b>SM-50 (Microphone)</b></p> <p>Microphone Element: Dynamic  Sensitivity: -30 dB ± 4dB (1 kHz, 0 dB = 1 V/1 Pa)  Impedance: 55 Ohms ± 30% (at 1 kHz) Power requirement: 5-10 VDC  Weight: 26 oz. (730g)  Cable length: 39 inches (1m)</p>	2 unit	2 unit	3 months
9	<p><b>Power Supply</b></p> <p>Power Supply Type: Linear, Regulated  Power Supply Continuous Output: 23A at 13.8 Vdc  Power Supply Peak Output: 30A at 13.8 Vdc  Power Supply Metering Type: Dual meters  Power Supply Cooling Type: Fan</p>	2 unit	2 unit	3 months
10	<p><b>144/430(2m/70cm) Dual Band Antenna</b></p> <p>Vertical Antenna Height: 24 ft. Antenna Material: Fiberglass  Antenna Power Rating: 200 W  Antenna Connector: Type N, female Mast  Mounting Type: Clamp-on</p>	2 unit	2 unit	3 months
11	<p><b>HF/VHF Digital SWR/Wattmeter</b></p> <p>Meter Frequency Range: 1.8-60/125-525 MHz  Minimum Power Range: 2W  Middle Power Range: 20 W Maximum Power Range: 200 W  Meter Style: LCD Multi-function display  Meter RF Connector Type: UHF female, SO-239  External Power Input Voltage: 10-14 Vdc</p>	1 unit	1 unit	3 months

12	<p><b>Software Define Radio</b></p> <p>In black brushed aluminum enclosure. SDR frequency capability approximately 25MHz-1700MHz.</p> <p>RTL282U Demodulator/USB interface IC R820T2 tuner IC 0.5PPM, ultra-low phase noise TCXORF-suitable voltage regulator Shielded primary inductor Integrated custom heat sink Female SMA antenna input High-quality black brushed aluminum enclosure Through-hole direct sampling pads on PCB TCXO Specifications: Frequency stability: 0.5PPM (max) Phase noise @kHz offset: -8dBc/Hz (or better) Phase noise @0kHz: -50dBc/Hz (or better) Phase noise @00kHz: -52dBc/Hz (or better)</p>	1 unit	1 unit	3 months
13	<p><b>ROBOTICS AI SET, ADVANCE</b></p> <p>Intelligent Brick (1) Rechargeable battery pack (1) Interactive servo motors with built in rotation motor (3) Ultrasonic sensor (1) Touch sensors (2) Gyro sensor (1) Color sensor (1) Connecting Cables Ball Wheel Technic Building bricks for creating a vast variety of models Element overview, etc. Storage box incl. sorting tray Total piece count 541 With Charger - 10 VDC transformer plugs into an AC outlet to recharge your Rechargeable DC Battery. With robotics software With One (1) Portable Robotics Playing Field mat 1150mm x 2370mm</p>	5 set	5 set	3 months
14	<p><b>ROBOTICS AI Expansion Set for Advance</b></p> <ul style="list-style-type: none"> <li>- Gears</li> <li>- Large turntable</li> <li>- Robot personalization parts</li> <li>- Beams</li> <li>- Axles and connectorsf</li> <li>- With at least 800 building elements</li> </ul> <p>Delivered in a sturdy and stackable plastic storage bin.</p>	3 set	3 set	3 months

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
<b>LOT 2 Supply, Delivery, Installation, and Training for Physical and Biochemical Equipment</b>				
1	<b>Telescope</b> - Optical Design: Newtonian Reflector - Aperture: 200mm (7.87") - Focal Length: 1000mm (39") - Focal ratio f/5 - Focal length of eyepiece 1: 20mm(.8") - Magnification of eyepiece 1: 50x - Optical tube: Aluminum - Limiting Stellar Magnitude: 14 - Resolution (Rayleigh): 0.7 arcseconds - Resolution (Dawes): 0.58 arcseconds - Optical Tube Diameter: 235mm (9.25") - Optical Tube Length: 914mm (36") - At least one (1) year warranty.	1 unit	1 unit	3 months
2	<b>Laser Cutter</b> - Working area: 1300mm*900mm - Laser power 100W (80W, 130W, 150W, 180W, 280W and 300W for option) - Laser type: CO2 sealed laser tube - Driving system: Leadshine stepper motor - Transmission: Fulong belt transmission - Control System: Ruida control system RD6442S - Laser Engraving Speed: 0-7500mm/min - Laser Cutting Speed: 0-4000mm/min - At least one (1) year warranty.	1 unit	1 unit	3 months
3	<b>3D Printer</b> - Printing volume: W27: 420x300x220mm - Minimum layer height: 0.05 mm - Max.printing temp.: 280°C - Max. Heated bed temp: 120°C - Certificates: CE / FCC - At least one (1) year warranty.	1 unit	1 unit	3 months
4	<b>Digital Tachometer</b> - contact or non-contact measurement; - angular velocity= 100-1000Hz; - built-in transducer 12" operating distance; - operating temp: 0 deg C-50 deg C; - Weight = 2 lbs; - Humidity= 95% R. H. - At least one (1) year warranty.	1 unit	1 unit	3 months

5	<p><b>Thermal Cycler</b>  block format,  96-well,  - 0.2 mL;  sample volume: 15-100microLiters;  with 0.2 mL eppendorf tubes (500pcs) with  eppendorf rack  At least one (1) year warranty.</p>	1 unit	1 unit	3 months
6	<p><b>Digital Microscope</b>  total magnification: 40x, 100x, 400x, 1000x  Camera: HS-2D; Megapixel eyepiece USB  camera compatible with Windows 10, 8, 7, Vista,  XP (32 &amp; 64 bit). Includes software. Captures  images 2048 x 1536.  At least one (1) year warranty.</p>	1 set	1 set	3 months
7	<p><b>Gel Electrophoresis</b>  must have gel trays, combs, casting stand, gel  tank and digital power supply  sample size: more than 100 samples  runs 6x6 cm to 12.5x12cm gels  with timer: 0 -99 hours, or continuous, audible  alert  gel capacity: 2 large (12.5 x 12 cm), 2 small (12.5  x 6  cm), micro (6 x 6 cm)  program memory  control of set voltage, amperage and time  electrical: universal  At least one (1) year warranty.</p>	1 set	1 set	3 months
8	<p><b>Blue light transilluminator</b>  LED source: Blue LED  Emission Max: 470 nm  Instrument dimensions (L x W x H): 32.5 x 19.5 x  6.5 cm  (12.8 x 7.7 x 2.6 in)  Viewing surface dimensions (19 x 19 cm (7.5 x  7.5 in)  At least one (1) year warranty.</p>	1 unit	1 unit	3 months
9	<p><b>Vortex Mixer</b>  - max speed is 3,500 rpm  - mixing and vortexing radius is 1.5 mm  - mixing frequency is 300 - 3,000 rpm  - timer: 15 s – 99.3 h, continuous  - noise level: &lt;50 dB(A)  - power supply: 230V, 50 - 60 Hz  - m1 Uax power consumption: 40W  - dimensions (DXWXH): 17.0x 23.0x 13.0cm/ 6.7x  9.1x 5.1in  - At least one (1) year warranty.</p>	1 unit	1 unit	3 months
10	<p><b>Dry Bath Incubator</b>  Microprocessor control with digital performance  for precise, accurate control  Unit Dimensions (W x L x H) 200 x 290 x  80mm  User temperature calibration  Molded aluminum alloy chamber  Temperature Control Range 5 ° C above  ambient to 150 ° C</p>	1 unit	1 unit	3 months

	At least one (1) year warranty.			
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11	<b>Freezer (-20 °C)</b> minimum storage temperature: -20 ~ -25°C max capacity: 350 L External dimensions (width * depth * height) mm: 810*735*1960 Internal dimensions (width * depth * height) mm: (650*570*627)*2 with over-temperature alarm function At least one (1) year warranty.	1 unit	1 unit	3 months
12	<b>Distillator</b> - bench top - output: ASTM Type 1 water - At least one (1) year warranty.	1 unit	1 unit	3 months

Item Number	Description	Quantity	Total	Delivered , Weeks/ Months
<b>LOT 3 Supply and Delivery of Technical and Musical Equipment</b>				
1	<b>Bass Amplifier</b> *165 watts; solid state bass amp; onboard compressor/limiter; 7 band graphic EQ	2 unit	2 unit	3 months
2	<b>Keyboard Amplifier</b> *for all instruments (bass. G not advisable); 150 watts; 5 channels	2 unit	2 unit	3 months
3	<b>Professional CPR Mannequin Family Pack</b> *One (1) Adult Medium Skin Mannequin (with CPR Monitor); One (1) Child Medium Skin Mannequin (with CPR Monitor); One (1) Infant Medium Skin Mannequin (with CPR Monitor)  *with 10 Adult Face-Shield Lung Bags, 10 Child Face- Shield Lung Bags and 10 Infant Face-Shield Lung Bags, an Instruction Sheet and a nylon carrying case  *All mannequins come with Light Indicator and Audible Clicker	2 set	2 set	3 months
4	<b>BWF Approved PVC Floor Carpet Synthetic Badminton Shuttle Court Flooring Mat</b> <b>Roll Size: 15m x 1.8m</b>  Thickness:4.5mm,4.8mm, 5.0mm,5.5mm 7.0mm Thickness of wear-resisting layer: 1.0mm-1.8mm Color: green/blue Surface Pattern: Crystal sand Surface Treatment: High super-durable anti-slip wear layer Usage: Badminton court Layers: 7.0mm/5.5mm/5.0mm/4.8mm/4,5mm thick high-durable anti-slip crystal-surfaced layer Compound high-strength polyester mesh stable layer Compound glass fiber mesh anti-shrink layer Double-foaming buffer layer with high density	2 roll	2 roll	3 months
5	<b>Folding Table Tennis Table 15mm For Indoor Use</b>  Field of use: IndoorAssembled: Semi assembled, approx 15 minutes to be ready. Table top: 15 mm Net set: Included Net weight: 66 kg Gross weight: 70 kg Frame size: 15 x 30 mm	2 set	2 set	3 months

	<p>Thickness 1.2mm  Leg Size : Square Tubular Profile 20 x 30 mm &amp; 30 x 30 mm  Heavy Duty Wheels : Size 50mm  Diameter All 8 maneuverable wheels (4 with brakes)</p>			
6	<p><b>Drone quadcopter with 24-48mm optical zoom camera video UAV 12MP 1/2. 3" Cmos sensor (US version)</b></p> <p>Features &amp; details</p> <ul style="list-style-type: none"> <li>• 1/2.3-inch 12MP sensor with up to 4x zoom, including a 2x optical zoom (24–48 mm)</li> <li>• Up to 31 minutes flight time, 44 mph max speed, 905G takeoff weight, 3-axis gimbal for steady shots, 8GB internal storage, SD card Support up to 128 GB</li> <li>• Functions include ActiveTrack 2. 0, Omnidirectional Obstacle Sensing, Hyperlapse, Low-Noise Design, Adjustable Aperture, HDR Photos, Dolly Zoom</li> <li>• 135 minutes of battery life on a full charge.</li> </ul>	2 unit	2 unit	3 months
7	<p><b>3-Axis Gimbal Stabilizer for DSLR &amp; Mirrorless Cameras</b></p> <p>Rotatable Angle : Tilt 230° ; Roll 360° (Unlimited); Pan 360° (Unlimited)</p> <p>Working Modes : Panning Mode(HF); Follow Mode(TF); Lock Mode(LK); All Follow Mode (AF)</p> <p>Controllable Range : Tilt +175° to -55°; Roll: ±30° (when controlled by Horizontal Adjustment Button) 360° (when parallel to the ground, and works in full follow mode, it could be controlled to rotate 360° by joystick)Pan: 360° (unlimited)</p> <p>Usage Time : 12 hours (When camera is balanced with gimbal)</p> <p>Charging Time : ≥5 hours by the charger provided and the adapter 5V/3A.</p>	2 unit	2 unit	3 months
8	<p><b>D’Jembe: (African Percussion)</b></p> <ul style="list-style-type: none"> <li>- 12" Skin head</li> <li>- Thai mango wood shell</li> <li>- Tera cotta finish</li> <li>- non-stretch adjustable rope for tuning</li> </ul>	2 unit	2 unit	3 months

	<p>OTHER REQUIREMENTS (APPLICABLE TO EACH LOT)</p> <p>Service and Warranty</p> <ul style="list-style-type: none"> <li>- 1-year warranty on parts and services after commissioning and acceptance and 1-year free calibration and preventive maintenance on site.</li> <li>- Complete with necessary installation accessories for immediate operation and start-up</li> <li>- During the warranty period, the supplier must repair or replace any system component on-site at no charge. Labor and travel must be included in the warranty program.</li> <li>- Deliver, uncrate, set into place, make all the final connections and start-up of the instrument</li> <li>- Calibration certificate traceable to international standards.</li> </ul> <p>Training</p> <ul style="list-style-type: none"> <li>- The training should cover lectures on the theory and principles of the instrument, its applications, software applications, data process, and interpretation, as well as intensive hands-on operation. Basic and advanced troubleshooting and maintenance including the verification of equipment's performance should also be discussed. The training shall be conducted on-site.</li> </ul> <p>Documentation</p> <p>Authenticated training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting.</p> <ul style="list-style-type: none"> <li>- 1 original copy and 1 photocopy of operating and service manuals in English.</li> <li>- Must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.</li> <li>- Test data and calibration certificates of the calibrating instruments used must be attached. A certificate of qualification must also be issued.</li> <li>- Brochure with pictures must be provided during bid opening.</li> </ul> <p>Testing and Acceptance</p> <ul style="list-style-type: none"> <li>- Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications.</li> <li>- If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, PSHS-ZRC reserves the right to get the equipment replaced by the Supplier at no extra cost to PSHS-ZRC. Succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier.</li> </ul>			
	<p>Power supply: 220 V</p> <p>On warranty and after sales support, ALL delivered items should have one (1) year warranty on parts and labor</p> <p>Bidder/Supplier should have authority to distribute the product by Original Manufacturing Company.</p> <p>The bidder must submit the original brochure or actual image of ALL deliverables including specifications during bid submission.</p> <p>If the supplied equipment is found defective and needs to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</p>			

	<p>Render support services to PSHS-ZRC within the warranty period as follows:</p> <ul style="list-style-type: none"> <li>a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM</li> <li>b. If the supplied equipment is found defective and needs to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</li> </ul> <p>Rectify and or/replace any part that fails to pass any test/inspection or make alteration necessary to meet the specification.</p>			
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# ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<i>State here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.</i>
<b>LOT 1 Supply, Delivery of Physics Amateur Radio Satellite Ground Station Equipment</b>		
1	<p><b>All Mode VHF/UHF Transceiver</b></p> <p>Frequency coverage : 144.000–148.000, 430.000–450.000, 1240.000–1300.000 MHz</p> <p>Mode: SSB, CW, RTTY, AM, FM, DV, DD</p> <p>Number of channels: 107 (99 Simplex + 6 Program scan edges + 2 CALL) × 3 bands, 99 (Satellite), 2500 (DR function)</p> <p>Antenna connectors: 144 MHz SO-239 (50 Ω), 430/440, 1200 MHz Type-N (50 Ω)</p> <p>Power supply requirement: 13.8 V DC ±15% (Negative ground)</p> <p><b>Transmitter</b> Output power (144 MHz) 144 MHz 430/440 MHz 1200 MHz</p> <p>SSB/CW/FM/RTTY/DV/DD 0.5–100 W 0.5–75 W 0.1–10 W</p> <p>AM 0.125–25 W 0.125–18.75 W 0.025–2.5 W</p> <p><b>Receiver</b> Receiver system:</p>	

	Audio output power: More than 2.0 W (1 kHz, 10% distortion) into an 8 Ω load	
	With NTC License	
2	<p><b>HF/50MHz All Mode Transceiver</b></p> <p>Frequency coverage  Rx: 0.030–60.000 MHz</p> <p>Tx: 1.800–1.999, 3.500–3.999, 5.255–5.405  7.000–7.300, 10.100–10.150, 14.000–14.350,  18.068–18.168, 21.000–21.450, 24.890–24.990,  28.000–29.700, 50.000–54.000 MHz</p> <p>Mode: USB, LSB, CW, RTTY, PSK31/63, AM, FM</p> <p>Number of channels: 101 (99 regular, 2 scan edges)</p> <p>Antenna connectors: SO-239×2 (50Ωunbalanced (Tuner off))BNC × 1 (RX antenna In/Out)</p> <p>Power supply requirement: 13.8 V DC</p> <p>±15% Power consumption  TX: 23 A (at 100 W output power)  RX: 3.0 A (Standby), 3.5 A (Maximum audio)</p> <p><b>Transmitter</b>  Output power (HF/50 MHz): SSB/CW/FM/RTTY/PSK: 1–100 WAM: 1–25 W Digital P.S.N.</p> <p><b>Receiver</b>  Receiver system: Direct Sampling Super heterodyne With NTC License</p>	

3	<p><b>Antenna Azimuth-Elevation Rotator and Controller</b></p> <p>Voltage requirement: 110-120 or 200-240 VAC  Motor voltage: 24 VAC(apprx., @60Hz): Rotation time: Elevation (180°): 67 sec.  Azimuth (360°): 58 sec  Maximum continuous operation: 5 minutes  Rotation torque: Elevation: 14 kg-m, Azimuth: 6 kg- m  Braking torque: Elevation: 40 kg-m, Azimuth: 40 kg-m  Vertical load: 200 kg  Pointing accuracy: <math>\pm 4</math>  % Wind surface area: 1 m  Control cables: 2 x 6 conductors - #20 AWG or larger  Mast diameter: 38-63 mm  Boom diameter: 32-42 mm  Weight  Rotators: 9 kg  Controller: 3 kg</p>	
4	<p><b>Antenna Azimuth Rotator and Controller</b></p> <p>Power Supply Voltage: 117/220 VAC, 50-60 Hz  Power Supply Current Consumption: 1.0 A  Rotor Voltage: 11-24 VDC  Cable Conductors Required: 6  360° Rotation Time (Non Loaded): 100 <math>\pm</math> 10 sec <math>\pm</math> 5 sec (Variable) 40  Rotation Range: 450° <math>\pm</math> 3°  Rotation Torque: 600 to 1,100 kgf-cm  g Torque: 4,000 kgf-cm Brakin  Maximum Vertical Load: 200 kg or less (continuous)800 kg (momentary)  Mast Outside Diameter: 1.5 to 2.5 inches (38 to 63 mm)  Braking Type: Mechanical and Electrical stoppers  Rotator Dimension: 7.5 inches diameter 12.5 inches high (186 x 300 mm)  Rotator Weight: Approx. 7.7 Lbs. (3.6 kg)  Controller Dimension (WHD): 200 x 130 x 193 mm  Controller Weight: Approx. 2.8 kg</p>	
5	<p><b>Computer Control Interface for Antenna Rotators</b></p> <p>Power Requirements: DC 12 V, 110 mA  Case Size: 110 (W) x 21 (H) x 138 (D) mm  Weight (approx.): 380 g  Semiconductors  Microprocessors:  ROM: HD6303XP  RAM: 27C64  A/D Converter: HD46508PA (10 bits)  Serial Comms: 3-wire Async. DCE</p>	

	RS-232C voltage levels: 150 to 9600 baud, 8 data bits, 1 stop bit, no parity, no handshake	
6	<p><b>Coax Cable (Low Loss Cable)</b></p> <p>Generic Name: LMR-400 Flex Type: Flexible</p> <p style="text-align: center;">Impedance: 50 Ohm</p> <p>Dielectric Type: PE (F)  Velocity of Propagation: 85 % Jacket Diameter:  0.405 in Jacket Material: PE</p> <p>No. of Shields: 2  Attenuation at 1 Ghz.: 4.25 dB  RF Shielding: 90 dB  Frequency, Max: 6 GHz  Max Operating Temperature: 85° C  Center Conductor Type: Solid Coax Type: Coax</p>	
7	<p><b>VHF/UHF Preamp</b></p> <p>Preamp Location: Mast mount  Preamp Frequency Range: 144-148 MHz  Preamp Gain: 15 dB/25 dB  Noise Figure: under 1.0 dB</p> <p style="text-align: center;">Automatic RF Switching</p> <p>Power Handling: 100 W  Antenna Feedline Connection Type: UHF female,  SO-239 Optimal Voltage Range: 13.6-15 Vdc</p> <p>Enclosure Width: 4.000 in.  Enclosure Height: 3.000 in.  Enclosure Depth: 3.500 in.</p> <p>Unit Width: 4.250 in.  Unit Height: 2.313 in.  Unit Depth: 1.188 in.</p>	
8	<p><b>SM-50 (Microphone)</b></p> <p>Microphone Element: Dynamic  Sensitivity: -30 dB ± 4dB (1 kHz, 0 dB = 1 V/1 Pa)  Impedance: 55 Ohms ± 30% (at 1 kHz)  Power requirement: 5-10 VDC  Weight: 26 oz. (730g)  Cable length: 39 inches (1m)</p>	

9	<p><b>Power Supply</b></p> <p>Power Supply Type: Linear, Regulated  Power Supply Continuous Output: 23A at 13.8 Vdc  Power Supply Peak Output: 30A at 13.8 Vdc  Power Supply Metering Type: Dual meters  Power Supply Cooling Type: Fan</p>	
10	<p><b>144/430(2m/70cm) Dual Band Antenna</b></p> <p>Vertical Antenna Height: 24 ft.  Antenna Material: Fiberglass  Antenna Power Rating: 200 W  Antenna Connector: Type N, female  Mast Mounting Type: Clamp-on</p>	
11	<p><b>HF/VHF Digital SWR/Wattmeter</b></p> <p>Meter Frequency Range: 1.8-60/125-525 MHz  Minimum Power Range: 2W  Middle Power Range: 20 W  Maximum Power Range: 200 W  Meter Style: LCD Multi-function display  Meter RF Connector Type: UHF female,  SO-239 External Power Input Voltage: 10-14 Vdc</p>	
12	<p><b>Software Define Radio</b></p> <p>In black brushed aluminum enclosure.  SDR frequency capability approximately 25MHz-1700MHz.</p> <p>RTL282U Demodulator/USB interface IC  R820T2 tuner IC  0.5PPM, ultra-low phase noise  TCXO RF-suitable voltage regulator  Shielded primary inductor  Integrated custom heat sink  Female SMA antenna input  High-quality black brushed aluminum enclosure  Through-hole direct sampling pads on PCB  TCXO Specifications:  Frequency stability: 0.5PPM (max)  Phase noise @kHz offset: -8dBc/Hz (or better)  Phase noise @0kHz: -50dBc/Hz (or better)  Phase noise @00kHz: -52dBc/Hz (or better)</p>	

13	<p><b>ROBOTICS AI SET, ADVANCE</b></p> <ul style="list-style-type: none"> <li>- Intelligent Brick (1)</li> <li>- Rechargeable battery pack (1)</li> <li>- Interactive servo motors with built in rotation motor (3)</li> <li>- Ultrasonic sensor (1)</li> <li>- Touch sensors (2)</li> <li>- Gyro sensor (1)</li> <li>- Color sensor (1)</li> <li>- Connecting Cables</li> <li>- Ball Wheel</li> <li>- Technic Building bricks for creating a vast variety of models</li> <li>- Element overview, etc.</li> <li>- Storage box incl. sorting tray</li> <li>- Total piece count 541</li> <li>- With Charger - 10 VDC transformer plugs into an AC outlet to recharge your Rechargeable DC Battery.</li> <li>With robotics software</li> <li>- With One (1) Portable Robotics Playing Field mat 1150mm x 2370mm</li> </ul>	
14	<p><b>ROBOTICS AI Expansion Set for Advance</b></p> <ul style="list-style-type: none"> <li>- Gears</li> <li>- Large turntable</li> <li>- Robot personalization parts</li> <li>- Beams</li> <li>- Axles and connectors</li> <li>- With at least 800 building elements</li> </ul> <p>Delivered in a sturdy and stackable plastic storage bin.</p>	
	<p><b>LOT 2 Supply, Delivery, Installation, and Training for Physical and Biochemical Equipment</b></p>	
1	<p><b>Telescope</b></p> <ul style="list-style-type: none"> <li>- Optical Design: Newtonian Reflector</li> <li>- Aperture: 200mm (7.87")</li> <li>- Focal Length: 1000mm (39")</li> </ul>	
	<ul style="list-style-type: none"> <li>- Focal ratio f/5</li> <li>- Focal length of eyepiece 1: 20mm(.8")</li> <li>- Magnification of eyepiece 1: 50x</li> <li>- Optical tube: Aluminum</li> <li>- Limiting Stellar Magnitude: 14</li> <li>- Resolution (Rayleigh): 0.7 arcseconds</li> <li>- Resolution (Dawes): 0.58 arcseconds</li> <li>- Optical Tube Diameter: 235mm (9.25")</li> <li>- Optical Tube Length: 914mm(36")</li> <li>- At least one (1) year warranty.</li> </ul>	

2	<p><b>Laser Cutter</b></p> <ul style="list-style-type: none"> <li>- Working area: 1300mm*900mm</li> <li>- Laser power 100W (80W, 130W, 150W, 180W, 280W and 300W for option)</li> <li>- Laser type: CO2 sealed laser tube</li> <li>- Driving system: Leadshine stepper motor</li> <li>- Transmission: Fulong belt transmission</li> <li>- Control System: Ruida control system RD6442S</li> <li>- Laser Engraving Speed: 0-7500mm/min</li> <li>- Laser Cutting Speed: 0-4000mm/min</li> <li>- At least one (1) year warranty.</li> </ul>	
3	<p><b>3D Printer</b></p> <ul style="list-style-type: none"> <li>- Printing volume: W27: 420x300x220mm</li> <li>- Minimum layer height: 0.05 mm</li> <li>- Max.printing temp.: 280°C</li> <li>- Max. Heated bed temp: 120°C</li> <li>- Certificates: CE / FCC</li> <li>- At least one (1) year warranty.</li> </ul>	
4	<p><b>Digital Tachometer</b></p> <ul style="list-style-type: none"> <li>- contact or non-contact measurement;</li> <li>- angular velocity= 100-1000Hz;</li> <li>- built-in transducer 12" operating distance;</li> <li>- operating temp: 0 deg C-50 deg C;</li> <li>- Weight = 2 lbs;</li> <li>- Humidity= 95% R. H.</li> <li>- At least one (1) year warranty.</li> </ul>	
5	<p><b>Thermal Cycler</b></p> <ul style="list-style-type: none"> <li>- block format,</li> <li>- 96-well,</li> <li>- 0.2 mL;</li> <li>- sample volume: 15-100microLiters;</li> <li>- with 0.2 mL eppendorf tubes (500pcs) with eppendorf rack</li> <li>- At least one (1) year warranty.</li> </ul>	
6	<p><b>Digital Microscope</b></p> <ul style="list-style-type: none"> <li>- total magnification: 40x, 100x, 400x, 1000x</li> <li>- Camera: HS-2D; Megapixel eyepiece USB camera compatible with Windows 10, 8, 7, Vista, XP (32 &amp; 64 bit). Includes software.</li> <li>- Captures images 2048 x 1536.</li> <li>- At least one (1) year warranty.</li> </ul>	
7	<p><b>Gel Electrophoresis</b></p> <ul style="list-style-type: none"> <li>- must have gel trays, combs, casting stand, gel tank and digital power supply</li> <li>- sample size: more than 100 samples</li> <li>- runs 6x6 cm to 12.5x12cm gels</li> <li>- with timer: 0 -99 hours, or continuous, audible alert</li> <li>- gel capacity: 2 large (12.5 x 12 cm), 2 small (12.5 x 6 cm), micro (6 x 6 cm)</li> <li>- program memory</li> <li>- control of set voltage, amperage and time</li> <li>- electrical: universal</li> <li>- At least one (1) year warranty.</li> </ul>	

8	<p><b>Blue light transilluminator</b></p> <ul style="list-style-type: none"> <li>- LED source: Blue LED</li> <li>- Emission Max: 470 nm</li> <li>- Instrument dimensions (L x W x H): 32.5 x 19.5 x 6.5 cm (12.8 x 7.7 x 2.6 in)</li> <li>- Viewing surface dimensions (19 x 19 cm (7.5 x 7.5 in))</li> <li>- At least one (1) year warranty.</li> </ul>	
9	<p><b>Vortex Mixer</b></p> <ul style="list-style-type: none"> <li>- max speed is 3,500 rpm</li> <li>- mixing and vortexing radius is 1.5 mm</li> <li>- mixing frequency is 300 - 3,000 rpm</li> <li>- timer: 15 s – 99.3 h, continuous</li> <li>- noise level: &lt;50 dB(A)</li> <li>- power supply: 230V, 50 - 60 Hz</li> <li>- m1 Uax power consumption: 40W</li> <li>- dimensions (DXWXH): 17.0x 23.0x 13.0cm/ 6.7x 9.1x 5.1in</li> <li>- At least one (1) year warranty.</li> </ul>	
10	<p><b>Dry Bath Incubator</b></p> <ul style="list-style-type: none"> <li>- Microprocessor control with digital performance for precise, accurate control</li> <li>- Unit Dimensions (W x L x H) 200 x 290 x 80mm</li> <li>- User temperature calibration</li> <li>- Molded aluminum alloy chamber</li> <li>- Temperature Control Range 5 ° C above ambient to 150 ° C</li> <li>- At least one (1) year warranty.</li> </ul>	
11	<p><b>Freezer (-20 °C)</b></p> <ul style="list-style-type: none"> <li>- minimum storage temperature: -20 ~ -25°C</li> <li>- max capacity: 350 L</li> <li>- External dimensions (width * depth * height) mm: 810*735*1960</li> <li>- Internal dimensions (width * depth * height) mm: (650*570*627)*2</li> <li>- with over-temperature alarm function</li> <li>- At least one (1) year warranty.</li> </ul>	
12	<p><b>Distillator</b></p> <ul style="list-style-type: none"> <li>- bench top</li> <li>- output: ASTM Type 1 water</li> <li>- At least one (1) year warranty.</li> </ul>	
	<p><b>LOT 3 Supply and Delivery of Technical and Musical Equipment</b></p>	
1	<p><b>Bass Amplifier</b></p> <p>*165 watts; solid state bass amp; onboard compressor/limiter; 7 band graphic EQ</p>	
2	<p><b>Keyboard Amplifier</b></p> <p>*for all instruments (bass. G not advisable); 150 watts; 5 channels</p>	

3	<p><b>Professional CPR Mannequin Family Pack</b>  *One (1) Adult Medium Skin Mannequin (with CPR Monitor);  One (1) Child Medium Skin Mannequin (with CPR Monitor);  One (1) Infant Medium Skin Mannequin (with CPR Monitor)</p> <p>*with 10 Adult Face-Shield Lung Bags, 10 Child Face- Shield Lung Bags and 10 Infant Face-Shield Lung Bags, an Instruction Sheet and a nylon carrying case</p> <p>*All mannequins come with Light Indicator and Audible Clicker</p>	
4	<p><b>BWF Approved PVC Floor Carpet Synthetic Badminton Shuttle Court Flooring Mat</b>  <b>Roll Size: 15m x 1.8m</b></p> <p>Thickness:4.5mm,4.8mm, 5.0mm,5.5mm 7.0mm  Thickness of wear-resisting layer: 1.0mm-1.8mm  Color: green/blue  Surface Pattern: Crystal sand  Surface Treatment: High super-durable anti-slip wear layer  Usage: Badminton court  Layers: 7.0mm/5.5mm/5.0mm/4.8mm/4,5mm thick high-durable anti-slip crystal-surfaced layer  Compound high-strength polyester mesh stable layer  Compound glass fiber mesh anti-shrink layer  Double-foaming buffer layer with high density</p>	
5	<p><b>Folding Table Tennis Table 15mm For Indoor Use</b></p> <p>Field of use: IndoorAssembled: Semi assembled, approx 15 minutes to be ready.  Table top: 15 mm  Net set: Included Net  weight: 66 kg Gross  weight: 70 kg  Frame size: 15 x 30 mm  Thickness 1.2mm  Leg Size : Square Tubular Profile 20 x 30 mm &amp; 30 x 30 mm  Heavy Duty Wheels : Size 50mm  Diameter All 8 maneuverable wheels (4 with brakes)</p>	
6	<p><b>Drone quadcopter with 24-48mm optical zoom camera video UAV 12MP 1/2. 3" Cmos sensor (US version)</b></p> <p>Features &amp; details</p> <ul style="list-style-type: none"> <li>• 1/2.3-inch 12MP sensor with up to 4x zoom, including a 2x optical zoom (24–48 mm)</li> <li>• Up to 31 minutes flight time, 44 mph max speed, 905G takeoff weight, 3-axis gimbal for steadyshots, 8GB internal storage, SD card Support up to 128 GB</li> <li>• Functions include ActiveTrack 2. 0, Omnidirectional Obstacle Sensing, Hyperlapse, Low-Noise Design, Adjustable Aperture, HDR Photos, Dolly Zoom</li> <li>• 135 minutes of battery life on a full charge.</li> </ul>	

7	<p><b>3-Axis Gimbal Stabilizer for DSLR &amp; Mirrorless Cameras</b></p> <p>Rotatable Angle : Tilt 230° ; Roll 360° (Unlimited); Pan 360° (Unlimited)</p> <p>Working Modes : Panning Mode(HF); Follow Mode(TF); Lock Mode(LK); All Follow Mode (AF)</p> <p>Controllable Range : Tilt +175° to -55°; Roll: ±30° (when controlled by Horizontal Adjustment Button) 360° (when parallel to the ground, and works in full follow mode, it could be controlled to rotate 360° by joystick)Pan: 360° (unlimited)</p> <p>Usage Time : 12 hours (When camera is balanced with gimbal)</p> <p>Charging Time : ≥5 hours by the charger provided and the adapter 5V/3A.</p>	
8 -	<p>D'Jembe: (African Percussion)</p> <ul style="list-style-type: none"> <li>- 12" Skin head</li> <li>- Thai mango wood shell</li> <li>- Tera cotta finish</li> <li>- non-stretch adjustable rope for tuning</li> </ul>	

	<p><b>OTHER REQUIREMENTS</b></p> <p>(APPLICABLE TO EACH LOT)</p> <p><b>Service and Warranty</b></p> <ul style="list-style-type: none"> <li>- 1-year warranty on parts and services after commissioning and acceptance and 1-year free calibration and preventive maintenance on site.</li> <li>- Complete with necessary installation accessories for immediate operation and start-up</li> <li>- During the warranty period, the supplier must repair or replace any system component on-site at no charge. Labor and travel must be included in the warranty program.</li> <li>- Deliver, uncrate, set into place, make all the final connections and start-up of the instrument</li> <li>- Calibration certificate traceable to international standards.</li> </ul> <p><b>Training</b></p> <ul style="list-style-type: none"> <li>- The training should cover lectures on the theory and principles of the instrument, its applications, software applications, data process, and interpretation, as well as intensive hands-on operation. Basic and advanced troubleshooting and maintenance including the verification of equipment's performance should also be discussed. The training shall be conducted on-site.</li> </ul> <p><b>Documentation</b></p> <p>Authenticated training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting.</p> <ul style="list-style-type: none"> <li>- 1 original copy and 1 photocopy of operating and service manuals in English.</li> <li>- Must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.</li> <li>- Test data and calibration certificates of the calibrating instruments used must be attached. A certificate of qualification must also be issued.</li> <li>- Brochure with pictures must be provided during bid opening.</li> <li>-</li> </ul>	
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	<p>Testing and Acceptance</p> <ul style="list-style-type: none"> <li>- Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications.</li> <li>- If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, PSHS-ZRC reserves the right to get the equipment replaced by the Supplier at no extra cost to PSHS-ZRC. Succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier.</li> </ul>	
	<ul style="list-style-type: none"> <li>- Power supply: 220 V</li> <li>- On warranty and after sales support, ALL delivered items should have one (1) year warranty on parts and labor</li> <li>- Bidder/Supplier should have authority to distribute the product by Original Manufacturing Company.</li> <li>- The bidder must submit the original brochure or actual image of ALL deliverables including specifications during bid submission.</li> <li>- If the supplied equipment is found defective and needs to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</li> <li>- Render support services to PSHS-ZRC within the warranty period as follows: <ul style="list-style-type: none"> <li>a. Technical support will be provided through phone calls or email within regular working hours from Monday to Friday, 8:00AM to 5:00PM</li> <li>b. If the supplied equipment is found defective and needs to be pulled-out, the contractor shall provide replacement with the same or higher specifications.</li> <li>c. Rectify and or/replace any part that fails to pass any test/inspection or make alteration necessary to meet the specification.</li> </ul> </li> </ul>	

***Section VIII. Checklist of Technical  
and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### ***Class "B" Documents***

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

**Bid Form**

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**BID FORM**

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

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

**To: *Bids and Awards Committee (BAC)***  
***PSHS-ZRC***  
***Cogon, Dipolog City***

***Gentlemen and/or Ladies:***

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

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

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

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

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

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

**Price Schedule for Goods Offered from Abroad**

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

Legal Capacity: \_\_\_\_\_

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

Duly authorized to sign the Bid for and behalfof: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of 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)

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

Legal Capacity: \_\_\_\_\_

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

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

Statement of Single Largest Completed Contract Similar to the Contract to be Bid						
This is to certify that _____ (company) _____ has the following completed contracts for the period CY _____.						
Name of Contract	. Date of the Contract . Date Started . Date of Completion	. Owner's Name . Address . Telephone Nos.	Kinds of Goods Sold	Amount of Completed Contracts	Date of Delivery	End-user's Acceptance/ Official Receipt/Sales Invoice issued
_____ Name and Signature of Authorized Representative			_____ Date			



**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_ day of \_\_20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_";  
- and -

\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_";  
- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as "\_\_\_\_";

(Henceforth collectively referred to as the "**Parties**")  
**WITNESSETH: That**

**WHEREAS**, the PSHS-ZRC has recently published an Invitation to Apply for Eligibility and to Bid for the \_\_\_\_\_;

**WHEREAS**, the parties have agreed to pool their resources together to form the " \_\_\_\_\_ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PSHS-ZRC;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is " \_\_\_\_"; \_

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PSHS-ZRC and third parties, such

transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PSHS-ZRC, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date of termination

**ARTICLE II PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the PSHS-ZRC Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PSHS-ZRC, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PSHS-ZRC, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_(Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	P	_____ .00
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

## **ARTICLE V**

### ***MISCELLANEOUS PROVISIONS***

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PSHS-ZRC in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the\_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

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

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

Signed in the Presence of:

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

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES ) CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.  
PROVINCE OF (in the case of Municipality)

personally appeared

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_ Notary Public for \_\_\_\_\_ until \_\_\_\_\_ Roll of Attorneys No.

PTRNo., [date issued],[place issued]

IBPNo., [date issued],[place issued]

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

Note:

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.*

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

**Performance Securing Declaration (Revised)**  
***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

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

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Contract Agreement Form for the Procurement of Goods (Revised)**  
***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:  
*[Insert Name of Supplier]*

**Acknowledgment**

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

