## PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# EARLY PROCUREMENT ACTIVITY (EPA) FOR SUPPLY, DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT

(IB No. 2023-12-24)



## EASTERN VISAYAS STATE UNIVERSITY

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

#### **BIDS AND AWARDS COMMITTEE**

#### Invitation to Bid

## Early Procurement Activity (EPA) for SUPPLY, DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT

- 1. The *EASTERN VISAYAS STATE UNIVERSITY*, through the *REGULAR AGENCY FUND (RAF) FY 2024* intends to apply the sum of *Php3,040,000.00* being the ABC to payments under the contract for *IB-2023-12-24 SUPPLY*, *DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *EASTERN VISAYAS STATE UNIVERSITY* now invites bids for the above Procurement Project. Delivery of the Goods is required by *EVSU*, *Tacloban City within 60 calendar days from the receipt of Notice to Proceed*. Bidders should have completed, within 2 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *EASTERN VISAYAS*STATE UNIVERSITY and inspect the Bidding Documents at the address given below during office hours from 9:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders <u>December 11, 2023 January 4, 2024 (except on Saturdays, Sundays & Holidays)</u> from the given address 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 <u>Five Thousand Pesos (Php5,000.00)</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through e-mail at evsu.bacsecretariat@evsu.edu.ph.

Prospective bidders who intend to purchase the bidding documents may opt for the following mode of payment:



## a. Payment at the EVSU-Main Campus Cashiering Office (transaction hours: 8:00 AM - 3:30 PM)

- i. Step 1: Proceed to the Office of the BAC Secretariat for the issuance of payment slip.
- ii. Step 2: Present payment slip to the Cashiering Office for payment of the bid docs fee.
- iii. Step 3: Present proof of payment/official receipt to the Office of the BAC Secretariat.
- iv. Step 4: BAC Secretariat release copy of the PBD, its Bid Bulletin/s, and other attachments.

#### b. Payment thru bank:

• Account name: EVSU Tacloban Campus

• Bank: **Development Bank of The Philippines (DBP)** 

• Account number: **000-00090-775-3** 

Note: Bidder must send its proof of payment for the fees to <a href="mailto:evsu.bacsecretariat@evsu.edu.ph">evsu.bacsecretariat@evsu.edu.ph</a>

Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (wwwphilgeps.gov.ph) and the Eastern Visayas State University website (https://www.evsu.edu.ph) provided that Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

- 6. The <u>Eastern Visayas State University</u> will hold a Pre-Bid Conference through a hybrid platform on <u>December 19, 2023, 2:00 P.M.</u> at the Office of Vice President for Administration and Finance Conference Room, Tacloban City, Leyte & through video conferencing via Zoom Meeting which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat thru:
  - a. The bidder has the option to submit bid electronically or manually on or before *January 4*, 2024, 1:30 P.M. If a bidder chooses to submit an electronic bid, the same bidder shall submit a bid manually for the same project on or before *January 9*, 2024, 2:00 P.M., for evaluation purposes during post-Qualification. Further instructions on the submission and receipt of electronic bids are provided in BDS (ITB Clause 15); and,
  - b. If a bidder chooses to submit manually, the manual bid shall be sufficient for evaluation purposes during the Opening of Bids, and electronic submission shall no longer be required. The same shall be submitted at the address indicated below on or before *January 4*, 2023, 1:30 P.M (BAC Secretariat time).

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 through a hybrid platform at the *Office of Vice President for Administration and Finance Conference room, Tacloban City & through video conferencing via Zoom* on *January 4, 2023, 2:00 P.M.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *EASTERN VISAYAS STATE UNIVERSITY* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### THE SECRETARIAT

Bids and Awards Committee Eastern Visayas State University Salazar Street, Quarry District, Tacloban City, Leyte 6500, Philippines Telephone No. 0953-355-7046 Tm

Email: evsu.bacsecretariat@evsu.edu.ph

#### (SGD) BENEDICTO T. MILITANTE, JR., Ph.D., J.D.

Vice President for Administration & Finance Chairperson, Bids and Awards Committee

## Section II. Instructions to Bidders



#### 1. Scope of Bid

The Procuring Entity, Eastern Visayas State University wishes to receive Bids for the *SUPPLY*, *DELIVERY AND INSTALLATION OF LABORATORY EQUIPMENT* with identification number *IB-2023-12-23*.

The Procurement Project (referred to herein as "Project") is composed of 2 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 2023 in the amount of *Three Million Forty Thousand Pesos Only (Php3,040,000.00)*.
- 2.2. The source of funding is: **REGULAR AGENCY FUND (RAF) FY 2024**

#### 3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:



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

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at the Office of Vice President for Administration and Finance



Conference Room, Tacloban City, Leyte & through video conferencing via Zoom Meeting 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 or at the date stated in the **BDS**.

#### 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 two (2) 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII** (**Technical Specifications**).

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.



14.2. The Bid and bid security shall be valid until 120 calendar days from the date of 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

- 15.1 Each Bidder shall submit the original and the number of copies of the first and second components of its Bid as indicated in the BDS.
- 15.2 The Procuring Entity may request *four (4) sets (1 original and 3 authenticated photocopies) hard copies* of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.
- 15.3 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 at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

#### 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
  - In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall



- consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as *One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet



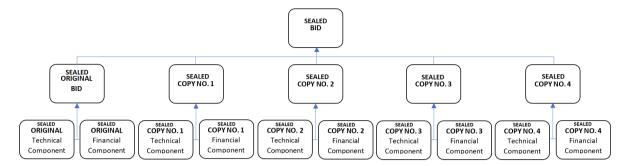
## **Bid Data Sheet**

ITB Clause						
5.1	Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated. The bidder must possess the following capabilities:					
5.3	For this purpose, contracts similar to the Project shall be:					
	a. SUPPLY, DELIVERY AND INSTALLATION OF LABO	PRATORY EQUIPMENT				
	b. Completed within two (2) years prior to the deadline bids.	e for the submission and receipt of				
7.1	Subcontracting is <b>NOT ALLOWED</b> .					
9	Prospective bidders may submit their written request for clarification on and/or interpretation of any part of the Bidding Documents, either to EVSU BAC Secretariat Office or through electronic mail at <a href="mailto:evsu.bacsecretariat@evsu.edu.ph">evsu.bacsecretariat@evsu.edu.ph</a> not later than December 21, 2023. Clarifications made and submitted beyond the abovementioned date shall not be accepted and/or entertained further.					
12.1	No further instruction.					
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:					
	FORMS OF BID SECURITY	AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)				
	Bid Securing Declaration; OR	NOTARIZED				
	• Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); <b>OR</b>	608,000.00				
	• Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	1,520,000.00				
15.2	Each Bidder shall submit one (1) original and four (4) readable second components of its bid. Documents to be submitted shaccording to the title of the document attached for prompt ident of Registration (Platinum) – PhilGEPS	nall be properly tabbed and labeled				



For details in the preparation of sealed bids, please refer to the diagram below:

Figure 1. Sealing of Bids (Illustration of bids with 1 original and 4 copies, each box in the diagram represents a sealed envelope)



#### All envelopes shall:

- be addressed to the Procuring Entity's BAC;
- bear the name and address of the Bidder in capital letters;
- contain the name of the contract to be bid in capital letters;
- bear the specific identification of this bidding process indicated in the ITB Clause 1; and bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

ТО	:	THE BIDS AND AWARDS COMMITTEE EASTERN VISAYAS STATE UNIVERSITY
FROM	:	
ADDRESS	:	
BID REF. NO.	:	
" <b>DO</b> I	NOT OPE	CN BEFORE: <u>JANUARY 4, 2024, 2:00PM</u> "

#### 15.3 Guidelines for Electronic Submission of Bids:

- a) The Bidder must submit a soft copy of their bids through e-mail to evsu.bacsecretariat@evsu.edu.ph at any time before **January 4, 2023, 1:30 P.M**.
- b) In the online submission of bids, a two-folder system will be utilized. The first folder contains the requirements of the Technical Component checklist as presented under Section VIII and shall be labeled "TECHNICAL COMPONENT". The second folder contains the requirements of the Financial Component checklist and is marked "FINANCIAL COMPONENT".
- c) The documentary requirements shall be segregated and labelled according to the type of document for prompt identification (e.g., PhilGEPS Certificate of Registration (Platinum) labelled as PhilGEPS) and each shall be in Portable Document Format (PDF).



	d) Each folder shall be compressed in Zip, RAR or 7z format with password protection. Submitted bidding documents that are not in compressed archive format and are not password protected, will be automatically rejected.		
	e) The password for accessing the file shall be disclosed by the Bidders during the bid opening which may be done in person or face-to-face through videoconferencing, webcasting, e-mail or similar technology.		
	f) An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.		
	g) For further information, please refer to:		
	VINCENT B. CABANTOC  Head, BAC Secretariat  CP No. 0953-355-7046 - TM  Email Add: evsu.bacsecretariat@evsu.edu.ph		
19.3	No further instruction.		
19.5	The Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to bid, is calculated as follows:		
	NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding uncompleted portions of the projects under ongoing contracts, including awarded contracts yet be started, coinciding with the contract to be bid.		
20.1	No further instruction.		
21.1	No further instruction.		

## 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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

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

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



#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract



## Special Conditions of Contract

GCC Clause							
1	Delive	ery and Documents –					
	Visay pass fi	delivery terms applicable to this Contract are delivered to <b>Eastern</b> vas State University- Main Campus, Tacloban City. Risk and title will from the Supplier to the Procuring Entity upon receipt and final acceptance Goods at their final destination."					
	terms	ery of the Goods shall be made by the Supplier in accordance with the specified in Section VI (Schedule of Requirements). The details of ing and/or other documents to be furnished by the Supplier are as follows:					
	For G	Goods supplied from within the Philippines:					
	_	delivery of the Goods to the Project Site, the Supplier shall notify the uring Entity and present the following documents to the Procuring Entity:					
	(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;						
	(ii)	Original and four copies delivery receipt/note, railway receipt, or truck receipt;					
	(iii)	Original Supplier's factory inspection report;					
	(iv)	Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;					
	(v)	Original and four copies of the certificate of origin (for imported Goods);					
	(vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;						
	(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and						
	(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.						
	For pu	urposes of this Clause the Procuring Entity's Representative of the Project					
		END USER PR. No.					
		RAMON I. LIM, PME  Dean, COE  P.R. No. 11-0717-23 COE  P.R. No. 10-0703-23 COE					



#### **Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - a. 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
- 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.
- a. 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:
- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and,



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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of thirty (30) calendar days.

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

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



the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation -Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. 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. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 No further instruction. In accordance with Section 39 of the 2016 Revised IRR of RA 9184, and to guarantee the 3 faithful performance by the winning bidder of its obligations under the contract, it shall post a



performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security  (Not less than the Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.  For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, as applicable, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

- The inspection and test shall be conducted in the Eastern Visayas State University- Main Campus, Tacloban City. The inspections and tests that will be conducted is: Checking based on the required specifications.
- 5.1 The period for correction of defects in the warranty period is **fifteen (15) days.**

## 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.

	SUP	PLY, DELIVERY AND INSTALLATION OF LABO	RATOI	RY EQUI	PMENT	ı	
Item Number		Description			UNIT	QTY	Delivered, Weeks/Months
	P.R. No. 11-07	17-23 COE					
		Item Description	Unit	Qty			
	RTK DRONES WITH FLIGHT PLANNING SOFTWARE AND MAPPING SOFTWARE  Specifications: Takeoff weight: 1391g Max flight time: approx. 30mins. GNSS: GPS+BeiDou+Galileo (Asia) GPS+GLONASS+Galileo (other regions) Sensor: 1" CMOS; 20 M effective pixels Supported SD cards: MicroSD Max capacity: 128 GB D-RTK 2 GNSS mobile station						
	Aircraft Weight (Battery & Propellers Included)	1391 g					
	Diagonal Size (Excluding Propellers)	350 mm					
	Max Ascent Speed Max Descent Speed	6 m/s (automatic flight); 5 m/s (manual control) 3 m/s					
	Max Speed	31 mph (50 kph) (P-mode); 36 mph (58 kph) (A-mode)					
	Max Tilt Angle	25° (P- mode); 35° (A-mode)					
	Max Angular Speed Max Service Ceiling	150°/s (A-mode)					
	Above Sea Level	19685 ft (6000 m)					
	Max Wind Speed Resistance	10 m/s					MUST BE
	Max Flight Time	Approx. 30 minutes					WITHIN SIXTY (60)
	Operating Temperature	32° to 104° F (0° to 40° C)					
1	Operating Frequency	2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (United States, China) 2.4 GHz	Unit	1	LOT	1	CALENDAR DAYS UPON RECEIPT OF
	EIRP	2.4 GHz CE (Europe) / MIC (Japan) / KCC (Korea): < 20 dBm 5.8 GHz FCC (United States) / SRRC (Mainland China) / NCC (Taiwan, China): < 26 dBm					THE NOTICE TO PROCEED (NTP)
	Hover Accuracy Range	RTK enabled and functioning properly: Verticat: ±0.1 m; Horizontal: ±0.1 m RTK disabled: Verticat: ±0.1 m (with vision positioning); ±0.5 m (with GNSS positioning) Horizontat: ±0.3 m (with vision positioning); ±1.5 m (with GNSS positioning)					(NII)
	Image Position Offset	The position of the camera center is relative to the phase center of the onboard D-RTK antenna under the aircraft body's axis: (36, 0, and 192 mm) already applied to the image coordinates in Exif data. The positive x, y, and z axes of the aircraft body point to the forward, rightward, and downward of the aircraft, respectively.					
	GNSS						
	Single-Frequency High-Sensitivity GNSS	GPS + BeiDou + Galileo (Asia); GPS + GLONASS + Galileo (other regions)					
	Multi-Frequency Multi- System High-Precision RTK GNSS						
	Mapping Functions						
	Mapping Accuracy*	Mapping accuracy meets the requirements of the ASPRS Accuracy Standards					
	Ground Sample	for Digital Orthophotos Class III.  (H/36.5) cm/pixel, H indicates the aircraft altitude relative to the shooting scene					
	Distance (GSD)  Acquisition Efficiency	(unit: m)  Max operating area of approx. 1 km <sup>2</sup> for a single flight (at an altitude of 182 m, i.e., GSD is approx. 5 cm/pixel, meeting the requirements of the ASPRS Accuracy Standards for Digital Orthophotos Class III).					



Intelligent Flight Batte	ery (PH4-5870mAh-15.2V)		
Capacity	5870 mAh		
Voltage	15.2 V		
Battery Type	LiPo 4S		
Energy	89.2 Wh		
Net Weight	468 g		
Operating Temperature	14° to 104° F (-10° to 40° C)		
Max Charging Power	160 W		
Intelligent Flight Batt	ery Charging Hub (P4CH)		
Voltage	17.5 V		
Operating Temperature	41° to 104° F (5° to 40° C)		
Remote Controller In	telligent Battery (WB37-4920mAh-7.6V)		
Capacity	4920 mAh		
	7.6 V		
Battery Type	LiPo 2S		
Energy	37.39 Wh		
Operating Temperature	-4° to 104° F (-20° to 40° C)		
Intelligent Battery Ch	arging Hub (WCH2)		
Input Voltage	17.3 to 26.2 V		
Output Voltage and Current	8.7 V, 6 A; 5 V, 2 A		
Operating Temperature	41° to 104° F (5° to 40° C)		
AC Power Adapter (F	PH4C160)		
Voltage	17.4 V		
Rated Power	160 W		

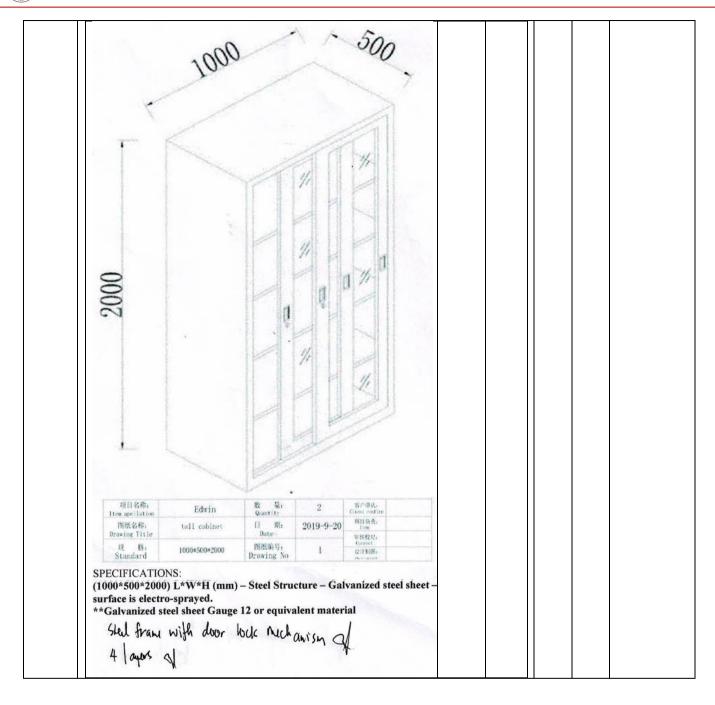
Gimbal Stabilization	3-axis (nitch roll vaw)		1
Stabilization Controllable Range	3-axis (pitch, roll, yaw)  Pitch: -90° to +30°	1	1
Max Controllable		. [	
Angular Speed	Pitch: 90°/s	. [	
Angular Vibration	±0.02°	. [	
Range	±0.02°	. [	
Vision System		. [	
Velocity Range	≤ 31 mph (50 kph) at 6.6 ft (2 m) above ground with adequate lighting		
Altitude Range	0 - 33 ft (0 - 10 m)		
Operating Range	0 - 33 ft (0 - 10 m)		
Obstacle Sensory	2 - 98 ft (0.7 - 30 m)	1	
Range	Fan. and (Dear, 202 (harizontal) , 272 (nation))		
FOV	Forward/Rear: 60° (horizontal), ±27° (vertical)  Downward: 70° (front and rear), 50° (left and right)	ı	
Measuring Frequency	Forward/Rear: 10 Hz; Downward: 20 Hz	ı	
Operating •			
Environment	Surfaces with clear patterns and adequate lighting (> 15 lux)		
Infrared Sensing System	em	ı	
Obstacle Sensory	0.0 004/0.0 7 == 1	ı	
Range	0.6 - 23 ft (0.2 - 7 m)	ı	
FOV	70°(Horizontal), ±10°(Vertical)		
Measuring Frequency	10 Hz		
Operating	Surface with diffuse reflection material, and reflectivity > 8% (such as wall, trees,		
Environment	humans, etc.)	. [	
Camera			
Sensor	1" CMOS; Effective pixels: 20M		
Lens	FOV (Field of View) 84°, 8.8 mm (35 mm format equivalent: 24 mm), f/2.8 - f/11,	. [	
	auto focus at 1 m - ∞	. [	
ISO Range	Video: 100 - 3200 (Auto), 100 - 6400 (Manual) Photo: 100 - 3200 (Auto), 100 - 12800 (Manual)	. [	
Mechanical Shutter	8 - 1/2000 s	1	
Electronic Shutter	8 - 1/8000 s		
CONTRACTOR CONTRACTOR CONTRACTOR	4864×3648 (4:3); 5472×3648 (3:2)		
Max Image Size	400420040 (4.3), 347223040 (3.2)	ı	
Still Photography Modes	Single shot		
Video Recording		ı	
Modes	H.264, 4K: 3840×2160 30p		
Max. Bitrate Of Video	100 Mbps		
Photo	JPEG	ı	
Video	MOV		
Supported File	FAT32 (≤ 32 GB); exFAT (> 32 GB)	ı	
Systems	17102 (S 02 0D), 60171 (> 02 0D)	ı	
Operating	32° to 104° F (0° to 40° C)	ı	
Temperature		ı	
Remote Controller	2 400 CH= to 2 492 CH= (Fumps Josep Kores)		
Operating Frequency	2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (United States, China)		
	2.4 GHz	ı	
	CE / MIC / KCC; < 20 dBm		
EIRP	5.8 GHz		
	SRRC / NCC / FCC: < 26 dBm		
Max Transmission	FCC / NCC: 4.3 mi (7 km); CE / MIC / KCC / SRRC: 3.1 mi (5 km)	. [	
Distance	(Unobstructed, free of interference)		
Power Consumption			
Display Device	5.5 inch screen, 1920×1080, 1000 cd/m², Android system, 4G RAM + 16G ROM	ı	
Operating Temperature	32° to 104° F (0° to 40° C)		
lemperature		1	



### TOTAL STATION WITH TRIPOD AND PRISM POLE Unit Specifications: Angular measurement: 1 arc-second accuracy Distance measurement: 3500m w/ prism 1000 m w/ reflector less Prism search range: 3-300 m Auto prism recognition range: 3-1200 m Laser plummet: red laser dot, 635 nm Power supply: 20hrs operating time Size dimension: 217 mm \* 198 mm 378 mm (without antenna) Weight: 7 kg Prism: 360-degrees reflection Prism accuracy: 2-5mm pointing accuracy 1" Absolute, continuous, 4 path detective 79mm 1"/0 1" Dual axis, liquid photoelectric 16 Class 3R 350cm 350cm 41(nm=1pppm=D) D=500m: 1(2mm=2xppm=D) D=500m: 1(5mm=2xppm=D) Fine: 0.35, Tracking 0.15 0.3-15 1mm/0.1mm Distance Measurement Prism Reflectorless Motor Type Rotate speed Rotation Time F1/F2 Range Scope\*4 Search Time Range\*5 Time Search Window DC Servo Motor General Specification Image Tube Length Effective Aperture Magnification Resolving Power Field of View Minimum Focus Reticle Illumination Operation System Display Erect 154mm 45mm (EDM: 50mm) 30x 1\*30\* 1\*30\* 1 by The Striptness levels Android 11 Sinch, FFT color LCD with LED backlight, touch screen, dual face 13 keys with backlight, keys for function Mi6833, 8 Core, 2 COM 4GB RAM, 64GM ROM Type-C for USB OffG, TF card RS 232, Bluetooth 5.1 2.46/56/WH Micro Sim, 5G Powered by Zigbee, 450m 30\*/2mm 8 Keyboard Internal Memory Plug-in Memory Device Plug-i Interface WEAN SIM Slot Long-range Remote Control Plate Level Circular Level 3 Type Accuracy Operating Time (20°C) Battery Working Temperature Storage Temperature Protection /Humidity Laser Plummet ±15mm ±1.5m 4 hours Li-ion rechargeable battery, \$400mAh -200°C to -500°C -400°C to -700°C -954 / 95% non-condensing 21/mm 1/98mm 378mm (without antenna) 7kg (with battery) Power Supply Working Environment Dimension



	AUTOMATIC LEVEL Specifications: Telescope length: 214mm. Telescope magnification: 28x Stadia constant: 0 Sighting aid: peep sight Horizontal circle Min. division: 1°/1 gon Water resistance: IPX6	Unit	5			
	TRANSIT LEVEL Specifications: Accuracy: 5" Min. reading: 1"/5" 0.5mgon/1mgon Diameter circle: 71mm (2.75") Telescope magnification: 30x Display unit: 2 sides LCD 7 segments Plate level sensitivity: 40"/2mm Circular level sensitivity: 10'/2mm	Unit	5			
	DIGITAL THEODOLITE Specifications: Accuracy: 5" Min. reading: 1"/5" 0.5mgon/1mgon Diameter circle: 71mm (2.75") Telescope magnification: 30x Display unit: 2 sides LCD 7 segments Plate level sensitivity: 40"/2mm Circular level sensitivity: 10'/2mm	Unit	2			
	P.R. No. 10-0703-23 COE					
2	Item Description TALL STEEL CABINET STEEL STRUCTURE GALVANIZED STEEL SHEET WITH PAIN' STEEL FRAME WITH DOOR LOCK MECH 1,000 X 500 X 2,000 MM Four (4) Layers			LOT	1	



## Section VII. Technical Specifications

## **Technical Specifications**

Item Iumber		Description	Statement of Complianc Comply/ Not Comply
	P.R. No. 11-0717-2	3 COE	
		Item Description	
	SOFTWARE Specifications: Takeoff weight: 1391g Max flight time: approx GNSS: GPS+BeiDou+Ga Sensor: 1" CMOS; 20 M effective p Supported SD cards: M	lileo (Asia) GPS+GLONASS+Galileo (other regions) ixels	
	Aircraft		
	Weight (Battery & Propellers Included)	1391 g	
	Diagonal Size (Excluding Propellers)	350 mm	
	Max Ascent Speed Max Descent Speed	6 m/s (automatic flight); 5 m/s (manual control) 3 m/s	
	Max Speed	31 mph (50 kph) (P-mode); 36 mph (58 kph) (A-mode)	
	Max Tilt Angle	25° (P- mode); 35° (A-mode)	
	Max Angular Speed	150°/s (A-mode)	
	Max Service Ceiling Above Sea Level	19685 ft (6000 m)	
	Max Wind Speed Resistance	10 m/s	
	Max Flight Time	Approx. 30 minutes	
	Operating Temperature	32° to 104° F (0° to 40° C)	
1	Operating Frequency	2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (United States, China)	
	EIRP	2.4 GHz CE (Europe) / MIC (Japan) / KCC (Korea): < 20 dBm 5.8 GHz FCC (United States) / SRRC (Mainland China) / NCC (Taiwan, China): < 26 dBm	
		RTK enabled and functioning properly:	
	Hover Accuracy Range	Vertical: ±0.1 m; Horizontal: ±0.1 m  RTK disabled:  Vertical: ±0.1 m (with vision positioning); ±0.5 m (with GNSS positioning)	
		Horizontal: ±0.3 m (with vision positioning); ±1.5 m (with GNSS positioning)	
	Image Position Offset	The position of the camera center is relative to the phase center of the onboard D-RTK antenna under the aircraft body's axis: (36, 0, and 192 mm) already applied to the image coordinates in Exif data. The positive x, y, and z axes of the aircraft body point to the forward, rightward, and downward of the aircraft, respectively.	
	GNSS		
	Single-Frequency High-Sensitivity GNSS	GPS + BeiDou + Galileo (Asia); GPS + GLONASS + Galileo (other regions)	
	Multi-Frequency Multi- System High-Precision RTK GNSS	Frequency Used GPS: L1/L2; GLONASS: L1/L2; BeiDou: B1/B2; Galileo: E1/E5 First-Fixed Time: < 50 s Positioning Accuracy: Vertical 1.5 cm + 1 ppm (RMS); Horizontal 1 cm + 1 ppm (RMS). 1 ppm indicates error with a 1 mm increase over 1 km of movement.	
	Mapping Functions	Velocity Accuracy: 0.03 m/s	
	Mapping Accuracy*	Mapping accuracy meets the requirements of the ASPRS Accuracy Standards	
	Ground Sample Distance (GSD)	for Digital Orthophotos Class III.  (H/36.5) cm/pixel, H indicates the aircraft altitude relative to the shooting scene (unit: m)	
	Acquisition Efficiency	Max operating area of approx. 1 km² for a single flight (at an altitude of 182 m, i.e., GSD is approx. 5 cm/pixel, meeting the requirements of the ASPRS Accuracy Standards for Digital Orthophotos Class III).	

Intelligent Flight Battery (PH4-5870mAh-15.2V) 5870 mAh Capacity 15.2 V Voltage Battery Type LiPo 4S ype LIP0 4S 89.2 Wh Energy Net Weight 468 g Net Weight
Operating 14° to 104° F (-10° to 40° C) Max Charging Power 160 W Intelligent Flight Battery Charging Hub (P4CH) 17.5 V Voltage Operating Temperature 41° to 104° F (5° to 40° C) Remote Controller Intelligent Battery (WB37-4920mAh-7.6V) Capacity 4920 mAh Voltage 7.6 V
Battery Type LiPo 28 LiPo 2S 37.39 Wh Operating Temperature -4° to 104° F (-20° to 40° C) Intelligent Battery Charging Hub (WCH2) Input Voltage 17.3 to 26.2 V Output Voltage and Current 8.7 V, 6 A; 5 V, 2 A Operating 41° to 104° F (5° to 40° C) Temperature AC Power Adapter (PH4C160) 17.4 V Voltage 160 W Rated Power

Gimbal Stabilization 3-axis (pitch, roll, yaw) Controllable Range Pitch: -90° to +30° Max Controllable Pitch: 90°/s Angular Speed Angular Vibration ±0.02° Range Vision System Velocity Range ≤ 31 mph (50 kph) at 6.6 ft (2 m) above ground with adequate lighting Altitude Range 0 - 33 ft (0 - 10 m) Operating Range 0 - 33 ft (0 - 10 m) Obstacle Sensory 2 - 98 ft (0.7 - 30 m) Range Forward/Rear: 60° (horizontal), ±27° (vertical) FOV Downward: 70° (front and rear), 50° (left and right) Measuring Frequency Forward/Rear: 10 Hz; Downward: 20 Hz Operating Surfaces with clear patterns and adequate lighting (> 15 lux) Environment Infrared Sensing System Obstacle Sensory 0.6 - 23 ft (0.2 - 7 m) Range FOV 70°(Horizontal), ±10°(Vertical) Measuring Frequency 10 Hz Surface with diffuse reflection material, and reflectivity > 8% (such as wall, trees, Operating Environment humans, etc.) Camera 1" CMOS: Effective pixels: 20M Sensor FOV (Field of View) 84°, 8.8 mm (35 mm format equivalent: 24 mm), f/2.8 - f/11, Lens auto focus at 1 m - « Video: 100 - 3200 (Auto), 100 - 6400 (Manual) ISO Range Photo: 100 - 3200 (Auto), 100 - 12800 (Manual) Mechanical Shutter 8 - 1/2000 s Electronic Shutter 8 - 1/8000 s Max Image Size 4864×3648 (4:3); 5472×3648 (3:2) Still Photography Single shot Video Recording H.264, 4K: 3840×2160 30p Modes Max. Bitrate Of Video 100 Mbps JPEG Photo Video MOV Supported File FAT32 (≤ 32 GB); exFAT (> 32 GB) Systems Operating 32° to 104° F (0° to 40° C) Temperature Remote Controller 2.400 GHz to 2.483 GHz (Europe, Japan, Korea) 5.725 GHz to 5.850 GHz (United States, China) Operating Frequency 2.4 GHz CE / MIC / KCC: < 20 dBm FIRP 5.8 GHz SRRC / NCC / FCC: < 26 dBm FCC / NCC: 4.3 mi (7 km); CE / MIC / KCC / SRRC: 3.1 mi (5 km) Max Transmission (Unobstructed, free of interference) Power Consumption 16 W (typical value) 5.5 inch screen, 1920×1080, 1000 cd/m2, Android system, 4G RAM + 16G ROM Display Device Operating 32° to 104° F (0° to 40° C) Temperature

# TOTAL STATION WITH TRIPOD AND PRISM POLE Specifications: Angular measurement: 1 arc-second accuracy Distance measurement: 3500 m w/ prism 1000 m w/ reflector less Prism search range: 3-300 m Auto prism recognition range: 3-1200 m

Laser plummet: red laser dot, 635 nm

Power supply: 20hrs operating time
Size dimension: 217 mm \* 198 mm 378 mm (without antenna)

Weight: 7 kg
Prism: 360-degrees reflection
Prism accuracy: 2-5mm pointing accuracy

Performance					
Angle Measurement	Accuracy		1"		
	Measure Method(H	(Z/V)	Absolute, continuous, 4 path detective		
	Diameter of Encode	er Disk	79mm		
	Minimum Reading		1"/0 1"		
	Compensator Type		Dual axis, liquid photoelectric		
	Compensator Accur	racy	1"		
	Compensator Range		16'		
Distance Measurement	Laser Output*1		Class 3R		
Distance invasionement	Measuring Range Prism*2		3500m		
	medianing nange	Reflectoriess*3	1000m		
1	Accuracy	Prism	±(1mm+1xppm+D)		
	Accordey	Reflectoriess	D<500m: ±(2mm+2xppm+D)		
		Renectoness	D>500m: ±(5mm+2xppm+D)		
	Measuring Time	Prism	Fine: 0.35, Tracking 0.15		
*.	Measuring time				
		Reflectoriess	0.3-35		
	Minimum Reading		1mm/0.1mm		
Robotic Specification					
Motorization	Motor Type		DC Servo Motor		
	Rotate speed		60°/s 2.9s		
	Rotation Time F1/F.	2			
Prism Search	Range		3-300m		
	Scope*4		Horizontal: 360%; Vertical: ±18%		
	Search Time		Typically 3.5s per 90°		
Auto Prism Recognition	Range*5		3-1200m		
	Time		3-5s		
	Search Window		Customized		
General Specification					
Telescope	Image		Frect		
resescope	Tube Length		154mm		
+	Effective Aperture		45mm (EDM: 50mm)		
1			30x		
1	Magnification		3°		
1	Resolving Power				
1	Field of View		1930'		
	Minimum Focus		1.2m		
	Reticle Illumination		5 brightness levels		
OS, Interface and Data	Operation System		Android 11		
	Display		Sinch, TFT color LCD with LED backlight,		
			touch screen, dual face		
	Keyboard		13 keys with backlight, 4 keys for function		
	Processor		MT6833, 8 Core, 2.2GHz		
	Data Storage	Internal Memory	4GB RAM, 64GM ROM		
		Plug-in Memory Device	Type-C for USB OTG, TF card		
Communication	Interface		RS-232, Bluetooth 5.1		
	WLAN		2.4G/5G/WIFI		
	SIM Slot		Micro Sim, 5G		
1	Long-range Remote	Control	Powered by Zigbee, 450m		
Levels	Plate Level	2011101	30*/2mm		
Level	Circular Level		8'		
Laser Plummet	Type		Red laser dot, 635nm		
Laser Flummet	Accuracy		±1.5mm at 1.5m		
		Tax			
Power Supply	Operating Time (20	C)	4 hours		
	Battery		Li-ion rechargeable battery, 5400mAh		
Working Environment	Working Temperate		-20°C to +50°C		
	Storage Temperatur		-40°C to +70°C		
	Protection /Humidi	ty	IP54 / 95% non-condensing		
Dimension	Size		217mm*198mm*378mm (without anten		
	Weight		7kg (with battery)		





#### **AUTOMATIC LEVEL**

Specifications:

Telescope length: 214mm. Telescope magnification: 28x

Stadia constant: 0 Sighting aid: peep sight

Horizontal circle Min. division: 1°/1 gon Water resistance: IPX6



#### TRANSIT LEVEL

Specifications:

Accuracy: 5" Min. reading: 1"/5"

0.5mgon/1mgon

Diameter circle: 71mm (2.75")

Telescope magnification: 30x

Display unit: 2 sides LCD 7 segments

Plate level sensitivity: 40"/2mm

Circular level sensitivity: 10'/2mm



#### DIGITAL THEODOLITE

Specifications:

Accuracy: 5"

Min. reading: 1"/5"

0.5mgon/1mgon Diameter circle: 71mm (2.75")

Telescope magnification: 30x

Display unit: 2 sides LCD 7 segments

Plate level sensitivity: 40"/2mm Circular level sensitivity: 10'/2mm



### P.R. No. 10-0703-23 COE

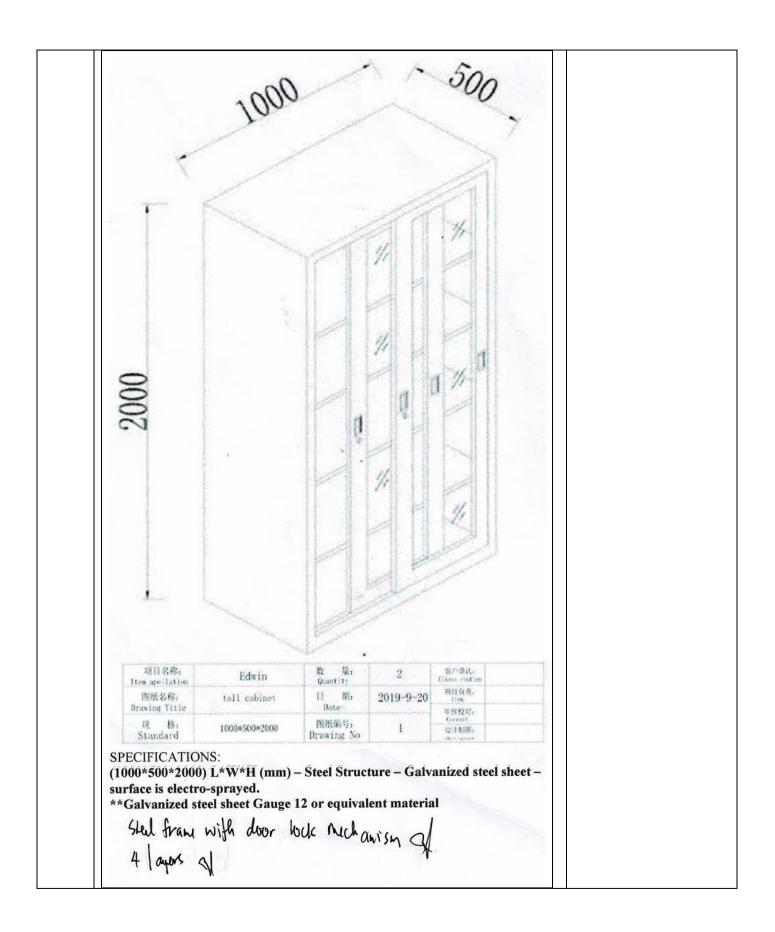
H

STEEL FRAME WITH DOOR LOCK MECHANISM

1,000 X 500 X 2,000 MM

Four (4) Layers

2



# Section VIII. Checklist of Technical and Financial Documents

## **Checklist of Technical and Financial Documents**

## I. TECHNICAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENTS	PRESCRIBE D FORMS
	A" Documents	
Lega	al Documents	
	Valid PhilGEPS Registration Certificate ( <b>PLATINUM MEMBERSHIP</b> ) (all pages, including its Annexes); <b>OR</b>	-
1	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; <b>AND</b>	-
	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	-
	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).	-
Tech	nnical Documents	
2	Statement of the 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. The statement shall include for each contract the following:  a. name of contract;  b. date and period of contract;  c. amount of contract and value of outstanding contracts;  d. date of delivery/ performance;  e. end-user's acceptance or official receipts issued for the contract (if completed);  f. copy of the contract  AND	ANNEX A
3	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	ANNEX B

4	Original copy of Bid Security.					
7	FORMS OF BID SECURITY	FORMS OF BID SECURITY  AMOUNT OF BID SECURITY (EQUAL TO PERCENTAGE OF THE ABC)				
	Bid Securing Declaration; <b>OR</b>					
	Cash, Cashier's/ manager's check issued by a Universal or Commercial Bank equivalent to Two Percent (2%); <b>OR</b>	811,000.00	ANNEX C			
	Surety Bond equivalent to Five Percent (5%) (If security bond, attach the original copy of the official receipt of premium payment and certification issued by the Insurance Commission)	2,027,500.00				
5	Conformity with the Schedule of Requirements;	Section VI of the PBD				
6	a) production/delivery schedule; b) manpower requirements, and/or c) after-sales/parts, if applicable; AND	Section VII of the PBD				
	Original duly signed Omnibus Sworn Stateme	nt (OSS)				
7	It should be supported with Original Notarized Special Power of Attorney if the owner for sole proprietorship, or of all mer giving full power and authority to its officer to si represent the Bidder. <b>OR</b>	ure				
	Original Notarized Secretary's Certificate in partnership, or cooperative in accordance with bidding documents.	1				

Financi	Financial Documents							
	The Bidder's audited financial statements, showing, among others, the							
8	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							

9	The bidder's computation of <b>Net Financial Contracting Capacity</b> (NFCC); <u>or</u> A <b>committed Line of Credit</b> from a Universal or Commercial Bank in	-
	lieu of its NFCC computation	
	Class "B" Documents	
10	If applicable, a <b>duly signed joint venture agreement (JVA)</b> in case the joint venture is already in existence; <u>or</u> 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.	ANNEX E
Other d	locumentary requirements under RA No. 9184 (as applicable)	
11	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product	-
	Certification from the DTI if the Bidder claims preference as a Domestic	_
12	Bidder or Domestic Entity.	

## II. FINANCIAL COMPONENT ENVELOPE

ITEM NO.	DOCUMENTS	PRESCRIBE D FORMS
1	Original of duly signed and accomplished Financial Bid Form.; and	ANNEX F
2	Original of duly signed and accomplished Price Schedule(s).	ANNEX G

# Section IX. Bidding Forms

## Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

Name and	Signature	of	Authorized	Representative
----------	-----------	----	------------	----------------

Date

#### \*Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

### **ANNEX B**

## Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that has the largest completed contract within the last two years:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized

Date

## \*Instructions:

a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

#### ANNEX C

## **Bid Securing Declaration Form**

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

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

#### **BID SECURING DECLARATION**

**Project Identification No.:** [Insert number]

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

I/We, the undersigned, declare that:

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

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

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

SUBSCRIBED AND SWORN, 2021, by the Affia (any competent evidence of idea issue).	ant who is personally known to	me and who	exhibited his/her
	NOTARY	PUBLIC	
Doc. No; Page No; Book No; Series of 2021.			

# Omnibus Sworn Statement [shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)	
CITY/MUNICIPALITY OF	) S.S	3

#### **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 IB-2023-10-17 UPGRADING OF EVSU ICT INRASTRUCTURE PHASE 3 of the EASTERN VISAYAS STATE UNIVERSITY, 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 institutions 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 cIB-2023-10-17 UPGRADING OF EVSU ICT INRASTRUCTURE PHASE 3.
- 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,

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_day of, 2021 at \_\_\_\_\_\_\_\_, Philippines.

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

SUBSCRIBED AND SWORN to before me, in the city of \_\_\_\_\_\_\_, this \_\_\_\_\_day of \_\_\_\_\_\_, 2021, by the Affiant who is personally known to me and who exhibited his/her (any competent evidence of identity) issued by (issuing agency) on (date of issue) at (place of issue).

NOTARY PUBLIC

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.

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

#### ANNEX E

#### FORMAT OF JOINT VENTURE AGREEMENT (JVA)

#### KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (<u>Name of Company</u>) shall act as the lead organization and (<u>Name of Company</u>) as partner organization; and (<u>Name of Company</u>), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NEDA on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that <u>(Name)</u>, <u>(Position)</u>, of <u>(Name of Company)</u>, shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated

	ve hereunto affixed our signatur	es thisday of
(Name of Company) by:	<u>(Name</u>	of Company) by:
(Name) (Position)		(Name) Position)
	WITNESSES:	
(Signature of Witness) (Name of Witness) Address:	(Signature of Witness) (Name of Witness) Address:	
ACK	NOWLEDGEMENT	
	Public for and in the (City/Prov f2021, personally	± • ·
NAME	ID PRESENTED/EXPIRATION	PLACE OF ISSUE
ich they acknowledged to me to b	e the same persons who executed the their free and voluntary act and decknowledgement is written, duly signery page hereof.	ed, consisting of page/s,
oc. No ge No ook No cries of 2021.		

## **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

		BID FORM	
		5	Date :
		Project Identifi	cation No.:
To: [name ar	nd address of Procu	ring Entity]	
Supplemental acknowledged <i>Goods]</i> in co <i>figures]</i> or the and other bid a part of this Balance of the specify the algorithms.	or Bid Bulletin Nud, we, the undersign of some of the second calculated bid modifications in accid. The total bid pripplicable taxes, e.g.	mbers [insert numbers] gned, offer to [supples aid PBDs for the sud price, as evaluated ordance with the Price includes the cost (i) value added tax	Documents (PBDs) including the rs], the receipt of which is hereby duly by/deliver/perform] [description of the am of [total Bid amount in words and and corrected for computational errors are Schedules attached herewith and made of all taxes, such as, but not limited to (VAT), (ii) income tax, (iii) local taxes ized herein or in the Price Schedules,
If our	Bid is accepted, we	undertake:	
a.	•		n the delivery schedule specified in the pine Bidding Documents (PBDs);
b.	to provide a perfo prescribed in the P		ne form, amounts, and within the time
c.	-	-	ecified in the PBDs and it shall remain expiration of that period.
Comm	nissions or gratuities	· ·	fect with the Development Partner: paid by us to agents relating to this Bid ct, are listed below:
Name agent	e and address of	Amount and Currency	Purpose of Commission or gratuity

(if none, state "None")

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

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

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

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

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

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

## ANNEX G

## PRICE SCHEDULE

Λ	Tame of Bi	idder	<u> </u>		
P	roject Idei	ntification Number	_		
	SUPPLY	Y, DELIVERY AND INSTALLA	ATION OF LABO	RATORY &	EQUIPMENT
	QTY.	PARTICULARS	BRAND AND MODEL	UNIT PRICE (in PhP)	TOTAL BID per line item (in PhP)
			TOTAL BID	PHP	
	Note:	: The Bidder shall provide the total bid a taxes and service charges.	amount, inclusive of all	applicable gove	rnment
	Name	e:			
	Legal	l Capacity: Signature:			
	Duly	authorized to sign the Bid for and behal	f of:		

