PHILIPPINE BIDDING DOCUMENTS

Procurement of
Nitrogen Generator

Institute of Human Genetics
National Institutes of Health

University of the Philippines Manila

Government of the Republic of the Philippines

April 2021

Glossary of Acronyms, Terms, and Abbreviations ……4
Section I. Invitation to Bid…..……..7
Section II. Instructions to Bidders……...11
1. Scope of Bid ……12
2. Funding Information……12
3. Bidding Requirements …… 12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 13
5. Eligible Bidders…… 13
6. Origin of Goods …….. 14
7. Subcontracts …… 14
8. Pre-Bid Conference …… 15
9. Clarification and Amendment of Bidding Documents …… 15
10. Documents comprising the Bid: Eligibility and Technical Components ……15
11. Documents comprising the Bid: Financial Component ……...16
12. Bid Prices ……16
13. Bid and Payment Currencies ……17
14. Bid Security …… 17
15. Sealing and Marking of Bids ……18
16. Deadline for Submission of Bids …… 18
17. Opening and Preliminary Examination of Bids …….. 18
18. Domestic Preference …… 19
19. Detailed Evaluation and Comparison of Bids …… 19
20. Post-Qualification …… 20
21. Signing of the Contract …… 20
Section III. Bid Data Sheet ……..22
Section IV. General Conditions of Contract ……...…….24
1. Scope of Contract …… 25
2. Advance Payment and Terms of Payment …….. 25
3. Performance Security …… 25
4. Inspection and Tests …… 26
5. Warranty …… 26
6. Liability of the Supplier …….. 26
Section V. Special Conditions of Contract ……27
Section VI. Schedule of Requirements
…….....32
Section VII. Technical Specifications ……34
Section VIII. Checklist of Technical and Financial Documents ……..38

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 Firmfor 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.

UNIVERSITY OF THE PHILIPPINES MANILA
BIDS AND AWARDS COMMITTEE 3
4/F University of the Philippines Dormitory Bldg., Pedro Gil Street, Taft Avenue, Manila 1000, Philippines
Tel: (632) 88141-223

Invitation to Bid

Bid No. BAC3-NIH-IHG-PR13021

SUPPLY OF NITROGEN GENERATOR

1. The **University of the Philippines-Manila**, through its Bids and Awards Committee 3 with **Fund 2040101000-184-142** intends to apply the sum of **Two Million Three Hundred Fifty Two Thousand Pesos & 00/100 (Php 2,352,000.00)** being the **Approved Budget for the Contract (ABC)** to payments under the contract for **Supply of Nitrogen Generator**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The University of the Philippines-Manila now invites bids for the **Supply of Nitrogen Generator**. Delivery of the Goods is **Four to Sixteen (4-16) Weeks from receipt of an approved Purchase Order**. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project amounting to at least 50% of the ABC of this contract to be bid. 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 Implementing Rules and Regulations (IRR) or Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

   Bidding is restricted to Filipino citizen/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 regulation of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from University of the Philippines-Manila and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be purchased by interested Bidders starting on **23 March 2021** from the **BAC Secretariat Office** at **4th Floor UP Manila Dormitory, University of the Philippines, Pedro Gil St. Taft Avenue Ermita Manila,** and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **Two Thousand Four Hundred Pesos & 0/100 (Php 2,400.00)**.

6. Pre-Bid Conference will be conducted on 29 March 2021, 01:30PM via zoom. Interested Bidder should to send the BAC3 Secretariat the name and email address of authorized representative who should be given access to join.

7. Bids must be delivered to the address below on or before **12 April 2021, 11:30 a.m.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the **ITB** Clause 18. Late bids will not be accepted/opened.

   UP Manila Internal Audit Office
   4th Floor UP Manila Dormitory
   University of the Philippines Manila
   Pedro Gil St., Ermita Manila

   Bid opening shall immediately follow at **12 April 2021 1:30 p.m**. Bids will be opened Via zoom in the presence of the Bidders' representatives who choose to witness /join the opening. Names and email addresses of authorized representative/s to witness the opening should be sent to the BAC3 Secretariat through its official email address.

8. The University of the Philippines-Manila reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

   MS. CARLOTA P. SURAT
   BAC 3, Secretary
   4th Floor UP Manila Dormitory
   University of the Philippines Manila
   Pedro Gil St., Ermita Manila
   Tel No. 88141-223
   Email Address: cpsurat@up.edu.ph

TRISTAN NATHANIEL C. RAMOS, DDM, MPH
Chairperson

NOTED:

ARLENE A. SAMANIEGO, MD
Vice Chancellor for Administration

Posted at PhilGEPS, UP Manila Website and
BAC3 Bulletin Board on 23 March 2021

Section II. Instructions to Bidders

1. Scope of Bids

The Procuring Entity, *University of the Philippines Manila* wishes to receive Bids for the *Supply of Two (2) Units of Nitrogen Generator* under Purchase Request No. 130214 for the Institute of Human Genetics, National Institute of Health.

Details of project requirements are described in Section VII (Technical Specifications).

2. Funding Information

2.1 The GOP through the source of funding as indicated below for *2020* in the amount of Two Million Three Hundred Fifty Two Thousand Pesos (Php 2,352,000.00)

2.2 The source of funding is Fund 2040101000-184-142.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of expendable Supplies and Services: 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

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 via a 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.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1 The first envelope shall contain the eligibility and technical documents of the Bids 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 *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.

10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2 If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of te Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2 Payment of the contract price shall be made in Philippine pesos.

14. Bid Security

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

14.2 The Bid and bid security shall be valid until *one hundred twenty calendar days after the date of bid opening.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit three (3) copies of the first and second components of its Bid.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1The 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.

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

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

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 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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Supply of Laboratory Supplies Equipment.* b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	*Not applicable*
12	The price of the Goods shall be quoted in Philippine peso.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php 47,040.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 117,600.00 if bid security is in Surety Bond.
19.3	*Not applicable*
20.2	*[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]* - ***No other requirement in addition to the legal documents.***
21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]* - ***None***

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Special Conditions of Contract

GCC Clause	
1	***[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]*** **Delivery and Documents –** 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: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*. **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: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; 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. *f. [Specify additional incidental service requirements, as needed.]* 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: *Select appropriate requirements and delete the rest.* a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: 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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. 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	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply of Nitrogen Generator	2 Units		4-16 Weeks upon receipt of approved Purchase Order

Technical Specifications

Item	Specifications	Statement of Compliance
	Supply of Nitrogen Generator for NIH-NSC. • 95-99.5% N2 Purity Output • 230 VAC • Up to 35L/min • Max Presure 116 psi • 1265 VA power consumption • 640mm (H) x 570mm (W) x 710mm (D) • Compatible and tested with Waters TQD Xevo TQD and NeoBase reagent Kit • Terms and conditions - Must Include the following: a. Servicing and Installation b. Testing with Neobase reagent Kit (Chemistry apps Support) c. Warranty -1 year warranty included Preventive Maintenance with 1PM Kit and parts replacement - **Please see Other Terms and Conditions attached. (page 23)**	*[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

TERMS AND CONDITIONS
Supply of Nitrogen Generator
(PR No. 13021 ABC: PhP 2,352,000.00)

1. Indicate brand, model and country of origin.
2. Notarized certificate that the product is brand new, not reconditioned/refurbished including parts and accessories.
3. Delivery and installation should be done within **4-16 Weeks** commencing on the date of acceptance of Purchased Order. Notification by email and acknowledged by the supplier constitutes date of acceptance. The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder.
4. Certification from at least three (3) government and /or private agencies within Metro Manila or the Philippines that they have been supplied the same brand being offered.
5. Undertaking to provide product orientation and operations training for end-user and troubleshooting training for technicians/research staff within seven (7) days after complete installation.
6. Warranty should be at least 1 year for service and 1 year on parts.
7. Warranty period shall commence from the date of acceptance by the end-user, testing and commissioning.
8. Provide regular quarterly preventive maintenance and calibration during the warranty period.
9. A notarized certification from the manufacturer that the bidder is an authorized distributor of the equipment.
10. Notarized Certification from the manufacturer and local distributor that in the event of a change of local distributor, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer.
11. Guarantee letter or certificate from the manufacturer and local distributor to ensure the availability of parts, supplies and accessories and will not be discontinued for the next five (5) years.
12. Provide separate quotation for consumables and maintenance/repair/replacement of parts after warranty period.
13. Provide operator's and service manual (in English Language) upon delivery.
14. The bidder must submit certification that they have a capability for corrective and preventive maintenance of the unit or have a service center within Metro Manila
15. The winning bidder will be responsible of all fees for performance testing, delivery, installation and commissioning the unit.
16. Bid price should be inclusive of all applicable taxes.

Discussed and agreed during the Pre-Procurement Conference conducted on 15 March 2021

End-user (Probational member): Ms. Geralyn Valeza, RMT.
Technical Working Group: _____

BAC 3 Chairman/Presiding Officer: TRISTAN NATHANIEL C. RAMOS, DDM, MPH

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

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

☐ c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; (Note: In case not yet renewed, submit proof of application of renewal).
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.

☐ (l) **Additional Documents:** UP Manila Questionnaire (Notarized)

Class "B" Documents

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

or

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

☐ (p) *[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.

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

Section IX. FORMS

1. Bid Security Declaration
2. Bid Form
3. Omnibus Sworn Statement
4. UP Questionnaire
5. Statement of Ongoing Projects
6. Statement of Single Largest Completed Contract (similar to the contract to be bid)
7. Illustration for the marking and sealing of bid envelopes 1 and 2

Republic of the Philippines)
City of _____)S.S.
x----------x

BID-SECURING DECLARATION
Invitation to Bid / Request for Expression of Interest No. ___

To: *[Name and Address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I/we have committed any of the following actions:

   (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or

   (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we failed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid / Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____, 20 ___ at _____.

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

SUBSCRIBED AND SWORN TO before me this ___ day of _____, 20 __ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. ___ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this _____ day of _____, 20 _____.

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

NOTARY PUBLIC

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK
COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

		Year 20 _____
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net worth (1-3)	
6.	Net Working Capital (2-4)	

(d) The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:
NFCC = [(Current assets – Current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under on- going contracts, including awarded contracts yet to be started coinciding with the contract to be bid.
NFCC = P_____

Or

Commitment from a licensed bank to extend to it a credit line certificate if awarded the contract in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

Herewith attached are certified true copies of the income tax return and audited financial statement stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative
Date: _____

NOTE:
(iii) If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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

UNIVERSITY OF THE PHILIPPINES MANILA
BIDS AND AWARDS COMMITTEE 3
4/F University of the Philippines Dormitory, Pedro Gil Street, Taft Avenue, Manila 1000, Philippines Tel: (632) 88141-223

BID FORM
BID No. BAC3-NIH-IHG-PR13021

Supply of Nitrogen Generator

Date: April 12, 2021

To: BIDS AND AWARDS COMMITTEE 3
4TH Floor Student Dormitory, UP Manila
Pedro Gil side
Ermita, Manila, Philippines 1000

Gentlemen and Ladies:

Having examined the Bidding Documents including Bid Bulletin Number ___ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***deliver Nitrogen Generator*** _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall bring upon us and may be accepted at any time before the expiration of that period.

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

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

(if none, state "None")

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding documents.

Dated this _____ day of _____ 20 _____.

_____
_____
[signature over printed name]
[in the capacity of (indicate position in the company]

Duly authorized to sign Bid and on behalf of

_____

Omnibus Sworn Statement

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

AFFIDAVIT

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

1.Select one, delete the other:

If a sole proprietorship: I am the sole proprietor 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 of *[Name of Bidder]*, I have full power and auth*ority* to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity];*

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];*

3.[Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

6.Select one, delete the rest:

If a sole proprietorship; I am 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;

8.[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder;

(a) Carefully examine all of the Bidding Documents;
(b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
(c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
(d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9.*[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of government in relation to any procurement project or activity; and

10.*[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the UPM-BAC 3 and UPM notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the Revised implementing Rules and Regulations of Republic Act No. 9184 shall commence from

receipt thereof.

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

_____
Bidder's representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Doc. No. ___
Page No. ___
Book No. ___
Series of ____

Note:

"*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 Disable Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by UPM.

University of the Philippines
Manila

QUESTIONNAIRE FOR PROSPECTIVE BIDDERS

(additional requirement for eligibility)

1 Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Amount of Project	Duration Start / End (Dates)	Status (On-going / completed)

2 Has your company ever been suspended or blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Reason for suspension / blacklisting	Status (On-going / lifted)

3 Has your company ever been suspended or blacklisted by any government agency or private Company?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Name of government agency / Company	Name of Project	Reason for suspension / blacklisting	Status (On-going / lifted)

4 Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University / UP Campus	Name of Project	Reason for termination	Date of termination

5 Do you certify that all the documents submitted by your company and personnel are authentic?

YES	NO

6 Is there any pending investigation and/or case filed against your company or your personnel in any court or any similar institutions in relation to any government contracts awarded to your company? in relation to practice of profession of any of your personnel?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Date Filed	Status (On-going / resolved)	Remarks

I hereby certify that all statements and information provided herein are complete,
true and correct.

Name & Signature of Bidder's Authorized Representative : _____

Official Designation : _____

Company : _____

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST TWO (2) YEARS

Business Name: _____

Business Address: _____

NAME OF CONTRACT / SALES	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		

Note: This statement shall be supported with Letters of Acceptance signed by the owner or authorized representative or official receipts issued for the contract, if completed.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name: _____

Business Address: _____

NAME OF CONTRACT / PROJECT COST	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Contract Effectivity c. Date Completed	% of Accomplishment		Value of Outstanding Works / Undelivered Portion	
			Description	%		Planned	Actual		

TOTAL COST OF OUTSTANDING CONTRACTS / WORKS: _____

Note: 1. This statement shall be supported with Notice of Award / Purchase order / Supply Contract Provide another sheet if necessary

Submitted by: _____

(Printed Name and Signature)

Designation: _____

Date: _____

Sealing and Marking

UP MANILA BIDS AND AWARDS COMMITTEE 3

April 2021