

Republic of the Philippine TARLAC STATE UNIVERSITY

Romulo Blvd., San Vicente, Tarlac City Tel. No.: (045) 982 4630 Website: www.tsu.edu.ph

Bidding Documents

(This Bidding Documents is in conformance with the Sixth Edition of the Philippine Bidding Documents for the Procurement of Goods)

For the Project

Supply and Delivery of COVD -19 Supplies and Equipment (APP 2021)

With an Approved Budget for the Contract (ABC) of One Million Three Hundred Sixty Four Thousand Six Hundred Pesos (₱ 1,364,600.00)

Invitation to Bid No. 2021-010 PhilGeps Reference No.: 8008794

July 2020 6th Edition

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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.

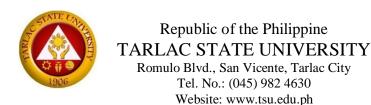
SEC – Securities and Exchange Commission.

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



INVITATION TO BID

For the Project

Supply and Delivery of COVD -19 Supplies and Equipment (APP 2021)

Invitation to Bid No. 2021-010

- 1. The Tarlac State University, through Regular Agency Fund (RAF) and Special Fund (SB) 2021 intends to apply the sum of **One Million Three Hundred Sixty Four Thousand Six Hundred Pesos (₱ 1,364,600.00**) being the Approved Budget for the Contract (ABC) to payments under the contract for the project: **Supply and Delivery of COVID-19 Supplies and Equipment (APP 2021)**. Bids received in excess of the ABC for each item shall be automatically rejected at bid opening.
- 2. The Tarlac State University now invites bids for the project: **Supply and Delivery of COVID-19 Supplies and Equipment (APP 2021)**. Delivery of the Goods is required within **thirty (30) calendar** days from the receipt of the Notice to Proceed. Bidders must have completed, within the last five (5) years prior to 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) 9184, otherwise known as the "Government Procurement Reform Act".
 - 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 5183.

4. Interested bidders may obtain further information from **Tarlac State University** and inspect the Bidding Documents at the address given below during Tuesday to Friday from 8:00 A.M. to 5:00 P.M:

BAC Secretariat

Gender and Development Building Tarlac State University Romulo Blvd., San Vicente, Tarlac City Tel. No. (045) 606-8142

Email: bacsec@tsu.edu.ph/jmaquino@tsu.edu.ph

5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 18 to October 12, 2021** from the aforementioned address upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P 1,000.00**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The Tarlac State University will hold a Pre-Bid Conference on September 28, 2021 (2:00 P.M.) via Zoom Meeting. Meeting ID: 831 1788 0526, Passcode: 979870 which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat at the address below on or before October 12, 2021 (2:00 P.M.). Late bids shall not be accepted.

BAC Secretariat

Gender and Development Building Tarlac State University Romulo Blvd., San Vicente, Tarlac City Tel. No. (045) 606-8142

Email: bacsec@tsu.edu.ph / jmaquino@tsu.edu.ph

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on **October 12, 2021**, at **2:00 P.M.**, at the Business Center Audio-Visual Room, 2nd Floor, Business Center Bldg., Tarlac State University, Romulo Blvd., San Vicente, Tarlac City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below.
- 10. The Tarlac 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 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Ms. Jhenna Micah M. Aquino / Maria Ysabela S. Galang BAC Secretariat
Gender and Development Building
Tarlac State University
Romulo Blvd., San Vicente, Tarlac City
Tel. No. (045) 606-8142

Email: bacsec@tsu.edu.ph / jmaquino@tsu.edu.ph

(SGD) CONSOLACION S. LAGMAN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

- 1.1. The Tarlac State University wishes to receive Bids for the project: Supply and Delivery of COVID-19 Supplies and Equipment (APP 2021), with identification number Invitation to Bid No. 2021-010.
- 1.2. The procurement project (referred to herein as "Project"") is composed of one eleven (11) items, 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 **2021** in the amount of **P1,364,600.00**
- 2.2. The source of funding is the **Regular Agency Fund and Special Budget**.

3. Bidding Requirements

- 3.1. 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.
- 3.2. 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.
- 3.3. 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 must have a SLCC that is similar to the Project, as described in the **BDS**, with a value, adjusted to current prices using the PSA's CPI, that is at least equivalent to fifty percent (50 %) of the ABC, or the Bidder must have at least two (2) completed contracts that are similar to the Project with a total value that is equivalent to fifty percent (50 %) of the ABC, and the value of the largest of the completed contracts must be at least equivalent to 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 and at the address indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII. Checklist of Technical and Financial Documents**.
- 10.2. The Bidder's **SLCC** as indicated in **ITB** Clause 5.3 should have been completed **within five** (5) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 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 **February 9, 2022**. 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 one copy of the first and second components of its Bid.
- 15.2. The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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 and either 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 are indicated in **Section VII. Technical Specifications**, and the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be the supply and delivery of similar goods comprising the Project.			
7.1	No fu	rther instructions.		
12	applic	The price of the Goods shall be quoted DDP Tarlac City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	of the	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 two percent (2 %) of the ABC of the		
	a.	The amount of not less than two percent (2 %) of the items included in the bid, if bid security cashier's/manager's check, bank draft/guarantee letter of credit; or	is in cash,	
	b. The amount of not less than five percent (5 %) of ABC of the items included in the bid if bid security is in Surety Bond.			
19.3		ABC for each item is given below. Any bid with a finanding the amount for each item shall not be accepted.	cial component	
	Item No.	Description	ABC in ₱	
	1.	First Aid Kit	266,000.00	
	2.	Face Mask	381,600.00	
	3. Ethyl Alcohol		70,000.00	
	4. Nitrile Examination Gloves		7,000.00	
	5. Anolyte Disinfectant Liquid		40,000.00	
	6. Heavy Duty Rubber Boots		30,000.00	
	Heavy Duty Chemical Resistant/Protective Cover			
7. All			75,000.00	
		7-In-1-Suit Full Facepiece Protection Respirator	105,000.00	
	9.	Mist-Dust Knapsack Power Sprayer	40,000.00	
	10.	Pressure Sprayer	80,000.00	
	11.	Digital Thermal Scanner/ Thermometer with Automatic Alcohol Dispenser and Stand	270,000.00	
20.2	No fu	rther requirements.	1	
21.2	No fu	No further requirements.		

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

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	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:
	The delivery terms applicable to this Contract are delivered to Tarlac State University, Romulo Blvd., San Vicente, Tarlac City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
	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 –

4

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.

The inspections and tests that will be conducted are: visual and sensory inspection and test.

Section VI. Schedule of Requirements

The delivery date for the Goods covered by the Contract shall be within thirty (30) calendar days upon receipt of the Notice to Proceed.

Section VII. Technical Specifications

Item No.	No. Description		
1.	First Aid Kit, with mounting box (plasters in a variety of different sizes and		
	shapes - small, medium, and large sterile gauze dressings at least 2 sterile eye		
	dressings. Includes:		
	*1 triangular bandage 42" x 42" x 59"		
	*1 crêpe rolled bandage		
	*6 safety pins (3.9 cm)		
	*1 pair disposable sterile gloves 7 & 8		
	*1 tweezers		
	*1 scissor/ forceps		
	*1 pack alcohol-free cleansing wipes		
	*1 roll micropore tape		
*1 pack gauze bandage			
* 1 syringe - 3ml, 5ml, gauge no. 23 (disposable)			
*1 cannula gauge no. 21			
	*1 pack cotton swabs/ betadine swabs		
	*2 pcs eye pad		
Medicines:			
	*1 lidocaine HCL (10 mg)		
	*1 hydrocortisone cream (10 mg)		
	*1 caladryl lotion (300 ml bottle)		
	*1 burn ointment (10 mg)		
	*1 mupirocin ointment (20 mg)		
2.	Face Mask, 3 ply, ear loop mask, FDA approved, plastic vacuum sealed and box		
3.	Ethyl alcohol, 70 %		
4.	Nitrile Examination Gloves, large -100 pcs/box		
5.	Anolyte disinfection liquid, 500 ppm Hypochlorous Acid, hospital grade, FDA		
	approved, with Safety Data Sheet		
6.	Heavy Duty Rubber Boots, Size 9		
7.	Heavy Duty Chemical Resistant/Protective Cover-All Suit, Washable		
8.	7-in-1-Suit, Full Facepiece Protection Respirator Against Organic Industry		
	Chemical Vapors, Color: Grey, Harness Type: 4-point, Net Weight: 500 g,		
	Primary Material: Silicone/Thermoplastic Elastomer		
9.	Mist-Dust Knapsack Power Sprayer/Gas Power Sprayer Outdoor Disinfection,		
	Volume of tank: 20 L, Volume of fuel tank: 2.3 L, Size: 500 x 440 x 680 mm, Net		
	Weight: 10.5 kg, Vertical Range: 15 m, Horizontal Range: 20 m, Gushing Out		
	Above > 3 kg/min, Rated Power: 1.5 kW, Rated Speed: 6000 rpm, Starter mode:		
1.0	Kick startup		
10.	Pressure Sprayer, 8 L capacity, stainless steel tank, wand, wand handle, and pump		
	handle, braided hose, with pressure gauge, adjustable nozzle for spraying, misting,		
4.4	and soaking, knapsack type		
11.	Digital Thermal Scanner/Thermometer with Automatic Alcohol Dispenser and		
	Stand, Thermal Scanner Details: Handsfree, Smart, Non-contact Forehead		
	Thermometer, HD Digital Display, Response Time: 0.5 s, High Temperature		
	Alarm beeps at temperatures above 37.2 $^{\circ}$ C, Measuring Distance: 5 – 10 cm, with		
	chargeable battery and tripod; Alcohol Dispenser Details: 1 L capacity, Infrared		
	Sensor Type, Automatic Spray Type, with heavy duty Aluminum Stand (4.2 ft -		
	5.3 ft) and batteries		

Note: Bidders must state in the Statement of Compliance 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 Bidders 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 provision of ITB Clause 4.

Section VIII. Bid Documents Checklist

This Bid Documents Checklist is provided to guide the Bidder in preparing his/her bid. The checklist may be used by the Bidder to verify if the Bid includes all the prescribed documents.

The Bidder, in submitting the required documents, must use the prescribed forms found in Section X. Bidding Forms. However, should a bidder choose to use a different formatting style for a required document, the bidder must ensure that the substance in the form given in Section X for that particular document is substantially captured in the equivalent document.

A. Eli	gibility and Technical Documents (Contents of Envelope 1)
	1. Photocopy of valid PhilGEPS Certificate of Registration
	2. Photocopy of valid Certificate of Registration from SEC, DTI, or CDA, whichever is applicable
	3. Photocopy of valid Mayor's/Business Permit
	4. Photocopy of valid Tax Clearance
	5. Statement of all on-going government and private contracts, including contracts awarded but not yet started, if any
	6. Statement of Single Largest Completed Contract (SLCC), similar to the contract to be bid, in accordance with ITB Clause 5.3
	7. Audited Financial Statements stamped "received" by the BIR or its duly accredited and authorized institutions
	8. NFCC computation
	9. <i>If applicable</i> , a valid 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
	10. Bid Securing Declaration or Bid Security, in the form, amount and validity period, as prescribed in ITB Clause 14.1
	11. Bidder's Compliance to the Technical Specifications
	12. Omnibus Sworn Statement, which shall be duly notarized
A. Fin	ancial Documents (Contents of Envelope 2)
	1. Financial Bid Form in the prescribed form
	2. Schedule of Prices

Section IX. Bidding Forms

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Date

To: Tarlac State University Re: Invitation to Bid No.

List of All Ongoing Government and Private Contracts, Including Contracts Awarded But Not Yet Started

Row 1: Name of Contract Row 2: Location of Project Row 3: Contract Price	Row 1: Procuring Entity Row 2: Contact Person/Address Row 3: Telephone No.	Description of Goods	Row 1: Date of Award Row 2: Date Started Row 3: Contract Duration	Value of Outstanding Goods

Attached herewith are the following documents: Notice of Award, Notice to Proceed, and Official Receipts/Invoices, as evidences in support of the foregoing information.

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title]

1Date1

To: Tarlac State University Re: Invitation to Bid No.

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

Row 1: Name of Contract Row 2: Location	Contract Price	Row 1: Procuring Entity Row 2: Address Row 3: Contact Person/Tel. No.	Description of Goods	Date of Award	Date Completed

Attached herewith are the following documents: Contract Agreement, Notice of Award, Notice to Proceed, Official Receipt/Invoice, Certificate of Final Inspection, and Certificate of Acceptance, as evidences in support of the foregoing information.

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title]

[Date]

To: Tarlac State University Re: Invitation to Bid No.

NET FINANCIAL CONTRACTING CAPACITY

Based on our Income Tax Return and Audited Financial Statement for the Fiscal Year [YEAR], duly submitted to the Bureau of Internal Revenue, and which form part of our Bid, the summary of our firm's financial condition is as given below:

		Year [YEAR]
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

Based on the aforementioned data and the Value of Outstanding Works from the Statement of All Ongoing Government and Private Contracts, which also form part of our Bid, our Net Financial Contracting Capacity (NFCC) is:

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

NFCC =

I/We certify that the foregoing information and all of the supporting documents are true and correct.

[Signature]
[Name of Bidder or Authorized Representative]
[Position or Title]

Bid-Securing Declaration

Republic of the Philippines)
City/Municipality Of) s.s.
X	-x
Invitation to Bid [Insert reference number]	
To: Tarlac State University	
I/We, the undersigned, declare that:	
I/We understand that, according to your cormay be in the form of a Bid-Securing Declar	nditions, bids must be supported by a Bid Security, which aration.
procuring entity for a period of two (2) year will pay the applicable fine provided under Declaration, within fifteen (15) days from a commission of acts resulting to the enfor	cally disqualified from bidding for any contract with any ars upon receipt of your Blacklisting Order; and, (b) I/we section 6 of the Guidelines on the Use of Bid Securing receipt of written demand by the procuring entity for the recement of the bid securing declaration under Sections 9, of the IRR of RA 9184; without prejudice to other legal
3. I/We understand that this Bid-Securing circumstances:	Declaration shall cease to be valid on the following
 a. Upon expiration of the bid val request; 	idity period, or any extension thereof pursuant to your
b. I am/we are declared ineligible effect, and	or post-disqualified upon receipt of your notice to such
i) I/we failed to timely file	e a request for reconsideration or
ii) I/we filed a waiver to av	vail of said right;
	ler with the Lowest Calculated Responsive Bid, and I/we security and signed the Contract.
IN WITNESS WHEREOF , I/We have hereu [place of execution].	nto set my/our hand/s this day of [month] [year] at

[Signature]
[Name of Bidder's Authorized Representative
[Signatory's legal capacity]
Affiant

[Date]

To: Tarlac State University Re: Invitation to Bid No.

Compliance to the Technical Specifications

		D:44 au2 a C1!
		Bidder's Compliance State "Comply" below if your offer
		is complying with the
Item	7 0 . 4 . 4	specifications, otherwise state "We
No.	Description	are offering the same goods with
		the following specifications [State
		the complete specifications of the
1		alternative offer]
1.	First Aid Kit, with mounting box (plasters in a variety of	
	different sizes and shapes - small, medium, and large sterile	
	gauze dressings at least 2 sterile eye dressings. Includes:	
	*1 triangular bandage 42" x 42" x 59"	
	*1 crêpe rolled bandage	
	*6 safety pins (3.9 cm)	
	*1 pair disposable sterile gloves 7 & 8	
	*1 tweezers	
	*1 scissor/ forceps	
	*1 pack alcohol-free cleansing wipes	
	*1 roll micropore tape	
	*1 pack gauze bandage	
	* 1 syringe - 3ml, 5ml, gauge no. 23 (disposable)	
	*1 cannula gauge no. 21	
	*1 pack cotton swabs/ betadine swabs	
	*2 pcs eye pad	
	Medicines:	
	*1 lidocaine HCL (10 mg)	
	*1 hydrocortisone cream (10 mg)	
	*1 caladryl lotion (300 ml bottle)	
	*1 burn ointment (10 mg)	
	*1 mupirocin ointment (20 mg)	
2.	Face Mask, 3 ply, ear loop mask, FDA approved, plastic	
	vacuum sealed and box	
3.	Ethyl alcohol, 70 %	
4.	Nitrile Examination Gloves, large -100 pcs/box	
5.	Anolyte disinfection liquid, 500 ppm Hypochlorous Acid,	
	hospital grade, FDA approved, with Safety Data Sheet	
6.	Heavy Duty Rubber Boots, Size 9	
7.	Heavy Duty Chemical Resistant/Protective Cover-All Suit,	
0	Washable	
8.	7-in-1-Suit, Full Facepiece Protection Respirator Against	
	Organic Industry Chemical Vapors, Color: Grey, Harness Type:	
	4-point, Net Weight: 500 g, Primary Material:	
	Silicone/Thermoplastic Elastomer	
9.	Mist-Dust Knapsack Power Sprayer/Gas Power Sprayer	
	Outdoor Disinfection, Volume of tank: 20 L, Volume of fuel	
	tank: 2.3 L, Size: 500 x 440 x 680 mm, Net Weight: 10.5 kg,	

	Vertical Range: 15 m, Horizontal Range: 20 m, Gushing Out		
	Above > 3 kg/min, Rated Power: 1.5 kW, Rated Speed: 6000		
	rpm, Starter mode: Kick startup		
10.	Pressure Sprayer, 8 L capacity, stainless steel tank, wand, wand		
	handle, and pump handle, braided hose, with pressure gauge,		
	adjustable nozzle for spraying, misting, and soaking, knapsack		
	type		
11.	Digital Thermal Scanner/Thermometer with Automatic Alcohol		
	Dispenser and Stand, Thermal Scanner Details: Handsfree,		
Smart, Non-contact Forehead Thermometer, HD Digital			
Display, Response Time: 0.5 s, High Temperature Alarm beeps			
	at temperatures above 37.2 °C, Measuring Distance: 5 – 10 cm,		
	with chargeable battery and tripod; Alcohol Dispenser Details: 1		
	L capacity, Infrared Sensor Type, Automatic Spray Type, with		
	heavy duty Aluminum Stand (4.2 ft -5.3 ft) and batteries		

Attached herewith are the manufacturer's product literature(s) and certification(s) that we are authorized to sell the goods.

We certify that the foregoing information and the supporting documents are true and correct.

[Signature]
[Name of Authorized Signatory]
[Position/Title of Authorized Signatory]

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:

2. Select one, delete the other:

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

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

3. Select one, delete the other:

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

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

- 4. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 5. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 6. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

7. Select one, delete the rest:

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

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

IN WITNESS WHEREOF, I have have have have have have have have	nereunto se	t my han	d this _	_ day of	,	20	at
	Bidder's Re	epresentati	ve/Authori	zed Signat	ory		
SUBSCRIBED AND SWORN to <i>execution]</i> , Philippines. Affiant/s is/are pethrough competent evidence of identity as 602-8-13-SC). Affiant/s exhibited to me his/with his/her photograph and signature appearance Tax Certificate No issued on	ersonally kn defined in th /her [insert aring thereo	own to mode and to	ne and wa ules on No vernment	ns/were identificat	entified ctice (A ion car	d by m A.M. N rd used	ne o. l],
Witness my hand and seal this da	ay of [month	ı] [vear].					

NAME OF NOTARY	Y PUBLIC
Serial No. of Commiss	sion
Notary Public for	until
Roll of Attorneys No.	
PTR No[date	e issued], [place issued]
IBP No [date	e issued], [place issued]
	_

Doc. No	
Page No	
Book No	
Series of	

[Date]

FINANCIAL BID FORM

To: Tarlac State University Re: Invitation to Bid No.

Having examined the Bidding Documents [insert if any or delete, if none: including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged], we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

If our Bid is accepted, we commit 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 **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Bidder], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name of Project] of the Tarlac State University] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the [Bidder], to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for [Name of Project] of the Tarlac State University.

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

20

Dated this	uay or	
[signature]		[in the capacity of]
Duly authorized to sign F	Bid for and on behalf of	

downof

Dotad this

[Date]

To: Tarlac State University Re: Invitation to Bid No.

SCHEDULE OF PRICES

Item No.	Description	Qty.	Unit	Unit Price	Total Price
1.	First Aid Kit	38	set		
2.	Face Mask	1908	box		
3.	Ethyl Alcohol	100	gal		
4.	Nitrile Examination Gloves	10	box		
5.	Anolyte Disinfectant Liquid	40	gal		
6.	Heavy Duty Rubber Boots	30	pair		
7.	Heavy Duty Chemical Resistant/Protective Cover All	30	pc		
8.	7-In-1-Suit Full Facepiece Protection Respirator	30	pc		
9.	Mist-Dust Knapsack Power Sprayer	2	set		
10.	Pressure Sprayer	8	set		
11.	Digital Thermal Scanner/ Thermometer with	18	set		
	Automatic Alcohol Dispenser and Stand				
	TOTAL BID PRICE				

[Signature]
[Name of Authorized Signatory]
[Position/Title of Authorized Signatory]