## **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# Procurement of GOODS

Government of the Republic of the Philippines

<u>PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT for</u> <u>Modernization of WVSU-COM Teaching Laboratory in Response to</u> <u>Challenges of Education 4.0 – IB No. 20-11-24</u>

<u>PhP16,500,000.00</u>

Sixth Edition July 2020

## Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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## Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

- **CIF** Cost Insurance and Freight.
- CIP Carriage and Insurance Paid.
- **CPI** Consumer Price Index.
- DDP Refers to the quoted price of the Goods, which means "delivered duty paid."
- DTI Department of Trade and Industry.
- **EXW** Ex works.
- FCA "Free Carrier" shipping point.
- FOB "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

GPPB - Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

UN – United Nations.



#### West Visayas State University

(Formerly Iloilo Normal School) **Bids and Awards Committee Secretariat Office/ Procurement Section** Luna St., La Paz, Iloilo City 5000 Iloilo, Philippines Trunkline: (063) (033) 320-0870 loc. 1103/1104 \* Telefax No.: (033) 320-0879 \* Website: www.wysu.edu.ph \* Email Address: govtproc@wysu.edu.ph



#### INVITATION TO BID FOR <u>PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT</u> <u>for Modernization of WVSU-COM Teaching Laboratory in</u> <u>Response to Challenges of Education 4.0 – IB No. 20-11-24</u>

1. The <u>West Visayas State University</u>, through the <u>Custodial Fund 2020</u> intends to apply the sum of <u>Sixteen Million Five Hundred Thousand Pesos</u> (<u>PhP16,500,000.00</u>) <u>Only</u> being the ABC to payments under the contract for <u>Procurement of Various Laboratory Equipment for Modernization of WVSU-COM</u> <u>Teaching Laboratory in Response to Challenges of Education 4.0</u>. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Item No.	Description	Qty./ Unit	Unit Cost	Total Cost
1.	Automated Liquid Handling System	1 set	3,000,000.00	3,000,000.00
2.	Multimode Microplate Reader	1 unit	2,000,000.00	2,000,000.00
3.	Rotavap	1 set	600,000.00	600,000.00
4.	Hemogenizer	1 set	700,000.00	700,000.00
5.	HPLC	1 set	2,200,000.00	2,200,000.00
6.	Bioanalyzer	1 set	2,000,000.00	2,000,000.00
7.	Biofreezer	1 set	800,000.00	800,000.00
8.	Refrigerated Centrifuge	1 unit	700,000.00	700,000.00
9.	DNA Sequencing Module	1 set	1,000,000.00	1,000,000.00
10.	qPCR Learning Module	1 set	1,000,000.00	1,000,000.00
11.	Automated DNA Extraction System	1 unit	2,500,000.00	2,500,000.00
	-Nothing Follows-	100		
	GRAND TOTAL	Ē	Ph1	P16,500,000.00

- 2. The <u>West Visayas State University</u> now invites bids for the above Procurement Project. Delivery of the Goods is required by <u>90 calendar days</u>. Bidders should have completed, within <u>2 years</u> from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- Prospective Bidders may obtain further information from <u>West Visayas State</u> <u>University, BAC Secretariat Office, Administration Building</u>, and inspect the Bidding Documents at the address given below during <u>8:00 A.M. – 5:00 P.M.</u>
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on <u>November 04 November 25, 2020</u> from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>PhP25,000.00.</u> The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

Item Description	Cost of Bidding Documents per item
Automated Liquid Handling System	4,000.00
Multimode Microplate Reader	3,000.00
Rotavap	1,000.00
Hemogenizer	1,000.00
HPLC	3,500.00
Bioanalyzer	3,000.00
Biofreezer	1,000.00
Refrigerated Centrifuge	1,000.00
DNA Sequencing Module	1,000.00
qPCR Learning Module	1,000.00
Automated DNA Extraction System	3,500.00

- 6. The <u>West Visayas State University</u> will hold a Pre-Bid Conference<sup>1</sup> on <u>November 12</u>, <u>2020; 2:00 P.M.</u> through video conferencing or webcasting via <u>google meet (for</u> <u>registration of interested bidders, please send your request to this address:</u> <u>govtproc@wvsu.edu.ph</u>), which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before <u>November 25, 2020; 2:00 P.M.</u> Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on <u>November 25, 2020; 2:00 P.M.</u> at the given <u>address below or</u> through <u>electronic submission using a two-factor security procedure consisting of</u> an archive format compression and password protection with separate password for <u>technical and financial component envelope</u>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Requiring the Bidders to submit their bids using a two-factor security procedure consisting of an archive format compression and password protection *with separate password for technical and financial component envelope* and disclose the password for accessing their respective bid submission only during the actual bid opening.
- 11. The <u>West Visayas State University</u> reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

NONA P. SALVIO West Visayas State University BAC Secretariat Office, Administration Building Luna St., La Paz, Iloilo City, 5000 govtproc@wvsu.edu.ph (033) 320-08-70-78 local 1103 wvsu.edu.ph

13. You may visit the following websites: For downloading of Bidding Documents: <u>wvsu.edu.ph</u> For online bid submission: <u>govtproc@wvsu.edu.ph</u>

November 04, 2020

BAC, Chairperson

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, <u>West Visayas State University</u> wishes to receive Bids for the <u>Procurement of Various Laboratory Equipment for Modernization of WVSU-</u><u>COM Teaching Laboratory in Response to Challenges of Education 4.0</u>, with identification number <u>IB No. 20-11-24</u>.

The Procurement Project (referred to herein as "Project") is composed of <u>eleven</u> (<u>11</u>) 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 <u>Custodial</u> <u>Fund 2020</u> in the amount of <u>Sixteen Million Five Hundred Thousand</u> <u>Pesos (PhP16,500,000.00) Only.</u>
- 2.2. The source of funding is:
  - a. NGA, the Special Appropriations, *Custodial Fund 2020.*

#### **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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

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#### 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:

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

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting via <u>google meet (for</u> registration of interested bidders, please send your request to this address: <u>govtproc@wvsu.edu.ph</u>) as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 2 years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

#### **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

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

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until <u>March 25, 2021</u>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

#### 16. Deadline for Submission of Bids

 $<sup>^{2}</sup>$  In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:One Project having several items, which shall be awarded as separate contracts per item.
- 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:					
	a. Procurement of Various Laboratory Equipment for Modernization of WVSU-COM Teaching Laboratory in Response to Challenges of Education 4.0.					
	b. Completed within <u>2 years</u> prior to the deadline for the submission and receipt of bids.					
7.1	N/A					
12	The price of the Goods shall be quoted DDP <i>in Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</li> <li>a. The amount of not less than <u>PhP330,000.00</u> [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>PhP825,000.00</u> [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ul>					
19.3	Item No.         Description         Qty./ Unit         Unit Cost         Total Cost           1.         Automated Liquid Handling System         1 set         3,000,000.00         3,000,000.00           2.         Multimode Microplate Reader         1 unit         2,000,000.00         2,000,000.00           3.         Rotavap         1 set         600,000.00         600,000.00           4.         Hemogenizer         1 set         700,000.00         2,200,000.00           5.         HPLC         1 set         2,000,000.00         2,200,000.00           6.         Bioanalyzer         1 set         2,000,000.00         2,000,000.00           7.         Biofreezer         1 set         800,000.00         2,000,000.00           8.         Refrigerated Centrifuge         1 unit         700,000.00         1,000,000.00           9.         DNA Sequencing Module         1 set         1,000,000.00         1,000,000.00           10.         qPCR Learning Module         1 set         1,000,000.00         2,500,000.00           11.         Automated DNA Extraction System         1 unit         2,500,000.00         2,500,000.00           11.         Automated DNA Extraction System         1 unit         2,500,000.00         2,500,000.					
20.2	No additional Requirements.					
21.2	Certificate of Warranty to include a statement specifying the service response period which shall not be later than five (5) days from receipt of notice/complaint from the Project Management Office (PMO)/Technical Working Group (TWG)/ End-user.					

## 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.

1902

#### 4. Inspection and Tests

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

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

#### 5. Warranty

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

## **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:
	<i>For Goods supplied from abroad,</i> "The delivery terms applicable to the Contract are DDP delivered <u>West Visayas State University, Luna St., La Paz, Iloilo City</u> . In accordance with INCOTERMS."
	For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered <u>West Visayas State University, Luna St., La Paz,</u> <u>Iloilo City</u> . 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 <u>Mr. Julius B. Undar – Chief Administrative Officer and Dr. Stephen G.</u> <u>Sabinay – End-user for the project</u>
	Incidental Services – 1902
	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
	<ul> <li>appropriate unit of the supplied Goods;</li> <li>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</li> </ul>
	<ul> <li>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.</li> <li>f. Specify additional incidental service requirements, as needed. None</li> </ul>
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –					
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:					
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and					
b. in the event of termination of production of the spare parts:					
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and					
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.					
The spare parts and other components required are listed in <b>Section VI</b> (Schedule of Requirements) and the costs thereof are included in the contract price. <u>Not applicable</u>					
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <u>three (3)</u> <u>years.</u>					
Spare parts or components shall be supplied as promptly as possible, but in any case, within <u>three (3)</u> 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 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.
	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	[ <i>If partial payment is allowed, state</i> ] "The terms of payment shall be as follows: <i>not applicable</i> ."
4	The inspections and tests that will be conducted are: <u>Performance and</u> <u>Functionality Tests.</u>

## 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.	Automated Liquid Handling System	1			
2.	Multimode Microplate Reader	1			
3.	Rotavap	1			
4.	Hemogenizer	1			
5.	HPLC	1			
6.	Bioanalyzer	1			
7.	Biofreezer	TA	<u></u>		
8.	Refrigerated Centrifuge				
9.	DNA Sequencing Module	1			
10.	qPCR Learning Module	ES.	N TH		
11.	Automated DNA Extraction System				
	Nothing Follows				

Name of Bidder:	1902
Submitted by:	(Printed Name and Signature)
Designation:	
Date:	

Item	Spe	cification	Statement of Compliance		
No.			<b>Statement of Compliance</b> [Bidders must state here either "Comply" or "Not Con against each of the individual parameters of each Specific stating the corresponding performance parameter of equipment offered. Statements of "Comply" or "Not Con must be supported by evidence in a Bidders Bid and cor referenced to that evidence. Evidence shall be in the for manufacturer's un-amended sales literature, uncondit statements of specification and compliance issued by manufacturer, samples, independent test data etc., as approp A statement that is not supported by evidence or is subseque found to be contradicted by the evidence presented will rende Bid under evaluation liable for rejection. A statement either is Bidder's statement of compliance or the supporting evidence is found to be false either during Bid evaluation, qualification or the execution of the Contract may be regard fraudulent and render the Bidder or supplier liable prosecution subject to the applicable laws and issuances.]		
Pr	ocurement of Various L	aboratory Equipment for			
Mo		COM Teaching Laboratory	Statement of Compliance		
	in Response to Challe	nges of Education 4.0			
<i>1</i> .	<u>AUTOMATED LIQUIL</u>	<u> HANDLING SYSTEM</u>			
	Qty./ Unit: 1 set	CTAS			
	Brand: (pls. indicate brand)	SS SIA	E		
	Model: (pls. specify model)				
	Removable Tray Capacity	<ul> <li>9-position removable try (microplate footprints, but not for 384-well microplate</li> <li>9-position removable tray for 384-well microplates</li> </ul>			
	Control	Touchscreen tablet or PC control via USB and advance software control	ER		
	Pipette Head Options	<ul> <li>Eight channel 1ul-20 ul</li> <li>Eight channel 20ul-200 ul</li> <li>Four channel 100ul-1200ul</li> <li>Single channel 1000 ul</li> </ul>			
	Pipette Head Mounts	Two pipetting heads			
	Labware Compatibility	Standard shallow- and deep- well microplates and microcentrifuge tubes			
	Dimensions (W x D x H)	54.4 x 65.5 x 53.1 cm			
	Environmental Conditions	<ul> <li>Indoor use</li> <li>Altitude: up to 2000 m</li> <li>Temperature range: 5°C-40°C</li> <li>Humidity: Maximum relative humidity 80% for temperatures up to 31°C, decreasing linearly to 50% relative humidity at 40°C.</li> </ul>			
	Applications:	· · ·			
	■ PCR				
	■ <i>qPCR</i>				
	■ RT-PCR				
	<ul> <li>NGS Library preparation</li> </ul>				
	<ul> <li>Cell-based assay</li> </ul>				
	0 Kinase assay				
	0 Luminescent cell	viability assay			
	<ul> <li>Cytotoxicity assay</li> </ul>	y			
	$\circ$ Caspase assay				

Item	Specification	Statement of Compliance
No.	~F	[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.]
	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0	
	Normalization – import volumes or concentrations as a	
	.CSV	10
	<ul> <li>Pooling</li> </ul>	
	Cherry-picking – import wells as a .csv	
	Serial dilutions	
	96 to 384 transfers	
	Accessories:	
	1. 3 robotic pipetting head (1-20ul; 20-200ul, 1000ul)	
	2. Tablet with control software	
	3. 9-position tray	3.15
	4. 2 pieces reload block	Sector Sector
	5. PCR tube rack	
	6. Rack for 0.5-2.0 ml tube screw cap	
	7. Rack for 1.5-2.0 ml tube flip cap	
	8. Rack for 96 tube rack	
	9. 2 x 960 tips for (1-10ul tips)	
	10. 2x 960 tips for (20-200 ul tips)	
	11. 960 tips for (1000 ul tips)	
	12. AVR	All A VI
	Warranty: 1 year	9 10
	Others:	
	Bidders should include/ submit brochures indicating brand and model offered.	
2.	MULTIMODE MICROPLATE READER	
	Qty./ Unit: 1 unit	
	Brand: (pls. indicate brand)	
	Model: (pls. specify model)	
	<ul> <li>Multi-label microplate reader, capable of alpha</li> </ul>	
	technologies, luminescence, fluorescence intensity (top &	
	bottom) and absorbance reading	
	• Compact and light weight, can fir in a biosafety cabinet	
	• Top and bottom reading of all standard technologies for	
	plate formats from 1- to 1536-wells	
	<ul> <li>With shaking and temperature control</li> </ul>	
	• Filter Set:	
	$\circ$ 405/10 nm for absorbance	
	$\circ$ 480/30nm Excitation & 530/30nm emission for FITC	
	fluorescence intensity	
	0 700 nm IR-cutoff for luminescence	
	$\circ$ 50/50 general beam splitter	
	$\circ$ Alpha emission filter 575/110nm for alphascreen,	
	alphalisa, alphasurefire, and alphaCETSA	
	$\circ$ Alpha dichro	
	<ul> <li>Browser-based control software</li> </ul>	
	<ul> <li>Wifi router and network LAN cable for remote control</li> </ul>	
	<ul> <li>MyAssays Desktop Pro analysis software</li> </ul>	
	<ul> <li>Options of dispenser and gas control</li> </ul>	

T4 -			C			Statement of Compliance		
No.	Item Specification No.					<b>Statement of Compliance</b> [Bidders must state here either "Comply" or "Not Com against each of the individual parameters of each Specific stating the corresponding performance parameter of equipment offered. Statements of "Comply" or "Not Com must be supported by evidence in a Bidders Bid and c referenced to that evidence. Evidence shall be in the for manufacturer's un-amended sales literature, uncondit statements of specification and compliance issued by manufacturer, samples, independent test data etc., as approp. A statement that is not supported by evidence or is subsequ found to be contradicted by the evidence presented will rende Bid under evaluation liable for rejection. A statement either the Bidder's statement of compliance or the supporting evidence is found to be false either during Bid evaluation, qualification or the execution of the Contract may be regard fraudulent and render the Bidder or supplier liable prosecution subject to the applicable laws and issuances.]		
	odernizatio	n of WVS	U-CON	<b>A</b> Teachir	quipment for ng Laboratory	Statement of Compliance		
		onse to Ch						
		<u>GENERA</u>	L SPE	CIFICAT	IONS			
	Dimensions	s: (	(19.5 in), 26.5 cm (	Height (w 10.5 in)	ı), Depth: 50 cm vithout dispenser):	P		
	Weight:	(		lbs) withou vith dispens	ıt dispenser, 15 kg er			
	Plate Form	1.	l – to 15.	36-wells				
	Environme Control		- 0	ture Gas (oj				
			°C incren	nents)	$r^{2}$ up to 65 °C (0.1	ENE!		
					.1% accuracy) % accuracy)			
	Shaking	11.2			d double orbital			
	Dispenser2 injectors, 500 µl each syr(optional)manual rinsing and priming control			insing and p				
	Operating	10	OPERA:	TION:	1902	62.0		
	Environme	nt	15° C	- 35° C, <8	30 % humidity	3 ~ 0		
			110 -	230 V, 50/6	50 Hz			
	Power Consumption			100 W				
	~ .		ONNEC		100			
	Connection		LAN, USI Wi-Fi		included); LAN			
	Remote Con	ntrol	wi-Fi network	mouem	included); LAN			
	Operating S	System	Android (	(tablet)	PC); iOS (Mac);			
	Abaart			METER:	on for Abasel			
	Absorbance				er for Absorbance ) nm (1.0 nm			
	Wavelength range Variable bandwidth		incremen	ts)				
			2.0 nm, 5 <b>DETEC</b>	.0 nm, 10 ni TOR:	m			
	Flexible measurement heigh			0 mm - 16	ó mm			
	Wavelength (Emission)		range	230 nm –				
			FLASH					
	Wavelength	h range (Ex	citation)	230 nn	1–1000 nm			
	PER	FORMA	NCE SP	<u>ECIFICA</u>	TIONS:			
	Abaart			96-well icroplate	384-well Microplate			
	Absorbance Filter	OD range	0	-4 OD	0-4 OD			
		OD accuracy	<2.	0% (OD 2)	<2.0% (OD 2)			

		t of Various La	ification aboratory Equip		<b>Statement of Compliance</b> [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.]
M			M Teaching La es of Education		Statement of Compliance
A	bsorbance	OD range	0-2 OD	0-2 OD	10
	Spectrometer	OD accuracy	<2.0% (OD 2)	<2.0% (OD 2)	
	Luminescence	Sensitivity (Top Reading)	50 amol*	-	
		Dynamic range	6 log	6 log	
	Fluorescence	Sensitivity (Top Reading) Sensitivity	0.5 fmol	0.01 fmol	21/21
	ntensity	(Bottom Reading)		0.06 fmol	EN R
	Time-resolved Fluorescence	Sensitivity (Top Reading)	2.25 amol	0.5 amol	
	Fluorescence Polarization	Sensitivity (Top Reading)	3 mP	3 mP	
			MODALITY:	02 44%	
		$\wedge \star$	VICTOR Nivo 3F/3S	<u>VICTOR Nivo</u> 5F/5S	$7 \star \mu$
	Absorbance: Filt Spectrometer (S)	ter-based (F) or	•		E
	uminescence				
I	Fluorescence Int	ensitv			
	Time-resolved Fl		1000		
	Fluorescence Pol			•	
		-	ARD FEATURES:		
	<i>STANDARD FEATURES:</i> <i>Fop and bottom detection of all technologies for plate formats up to 1,</i> 36-wells			formats up to 1,	
1	<sup>r</sup> emperature cont	trol up to 65°C			
Shaker with three modes (linear, orbital, and		bital, and double ork	pital)		
	Browser-based co Vi-Fi modem for	V			
	0	p Standard analysi	is software		
	1 y 1350 y 5 Deskio		<u>L EXTRAS:</u>		
I	Dispenser (dual i	njectors)			
(	Gas control (CO2 and O2 5-in, laptop or 12-in, tablet				
			C.		
		p Pro analysis sof gnment and syster			
			UPS, 3-in-1 printe	r	
	Varranty: 1 yea	· ·	I III		
	Others:				
		include/ submit	brochures indica	ting brand and	
	nodel offered.	lders should include/ submit brochures indicating brand and del offered.			

Item	Specificat	tion	Statement of Compliance
No.			[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.]
	ocurement of Various Labor dernization of WVSU-COM in Response to Challenges	Teaching Laboratory	Statement of Compliance
<i>3</i> .	ROTAVAP	111100	
	Qty./ Unit: 1 set	CTA	201.
	Brand: (pls. indicate brand)	SS SIAT	D N.
	Model: (pls. specify model)	The second	
	<ul> <li>Rotation speed indicator 5" LC</li> </ul>	D color graphic display	
	<ul> <li>Permissible ambient conditions humidity 32 – 40 °C decreasing rel. humidity</li> </ul>	and the second sec	
	Protection class DIN EN 60529	9 IP 20	
	Lift Hand lift or Motor lift		
	<ul> <li>Height adjustment speed Hand lift models: 25 mm/s</li> <li>Height adjustment 155 mm</li> </ul>	lift models: manual Motor	UIS UIS
	<ul> <li>Drive brushless DC motor with</li> </ul>	electronic speed control	
	<ul> <li><i>Brive brushless DC molor with</i></li> <li><i>Heating capacity 1,300 W</i></li> </ul>		
	<ul> <li>Temp. range heating bath 20 –</li> </ul>	210 °C	
	<ul> <li>Temperature accuracy bath ±1</li> </ul>		3 ~ 6
	<ul> <li>Overheat protection bath cut-o temperature via separate PT 10</li> </ul>	ff at 5 °C over set 000	NE
	<ul> <li>Bath temperature setting 5" LC</li> </ul>		
	Heating bath temperature cont		
	<ul> <li>Secondary overtemp. cut off 25</li> </ul>		
	Material heating bath stainless		
	Diameter heating bath 255 mm	!	
	• Volume heating bath 4.5 l		
	<ul> <li>Display vapor temperature Yes</li> <li>Required accessories for display Vapor temperature sensor</li> </ul>		
	<ul> <li>Integrated vacuum controller Y</li> </ul>	<i>'es</i>	
	<ul> <li>Timer Yes</li> </ul>		
	<ul> <li>Programmable ramps Yes</li> </ul>		
	<ul> <li>Supply Power 1,400 W</li> </ul>		
	Accessories:		
	Technical Specs for Vacuum	Pump:	
	Diaphragm pump	Two-stage	
	Suction capacity	$1 m^{3/h}$	
	Ultimate vacuum	12 mbar	
	Combinable with a condenser	yes	

Item	Specificat	tion	Statement of Compliance
No.			[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.]
	ocurement of Various Labor dernization of WVSU-COM	Teaching Laboratory	Statement of Compliance
	in Response to Challenges	160 W	
	*	4.3 kg	
	Weight Dimensions without condenser	CA SLAT	
	(w/d/h)	156 x 236 x 196 mm	P
	Technical Specs for Chiller:	Conserved (1)	
	<ul> <li>The compact design fits effortle</li> </ul>		
	<ul> <li>and comes with a cooling capa</li> <li>Clearly arranged control eleme membrane keypad, and window tempering liquid level</li> </ul>	ents, large LED display,	2 El
	<ul> <li>Automatic start and shut down</li> </ul>	feature	
	■ Temperature range from -10 °C	C to +40 °C	
	■ Temperature stability of ±0.5 k		
	<ul> <li>Cooling capacity at +20 °C; 3:</li> </ul>	50 W	
	■ Footprint of chiller: L 240 x W	2400 x H 500 mm	NS & R
	Cooling output at 20 °C measured	l with ethanol	59. 0
	4.Vapor Temperature Sensor	1 - Sec	AXA
	4. Tubing Set	Comments A	
	5. Temperature Transfer Liquid fo	or Circulation Chiller	
	6. 2 x vapor tube	Nº10 C	
	7. 2 x distilling flask	. 1000000	
	8. 2 x collecting flask		
	9. AVR		
	Warranty: 1 year		
	Others:		
	Bidders should include/ submit b and model offered.	prochures indicating brand	
4.	HOMOGENIZER		
	Qty./ Unit: 1 set		
	Brand: (pls. indicate brand)		
	Model: (pls. specify model)		
	Features:		
	• reproducible, efficient grinding homogenization in seconds	-	
	• powerful grinding by impact an up to 20 samples per run		
	• 3 different grinding modes (dry		
	• screw-top grinding jars for lea	k-proof grinding	
	• 9 SOPs can be stored		

No.	Бре	ecification	<b>Statement of Compliance</b> [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
	odernization of WVSU-0	Laboratory Equipment for COM Teaching Laboratory	prosecution subject to the applicable laws and issuances.] Statement of Compliance
	in Response to Challe	enges of Education 4.0	
		s including various jar and ball ingle use vials and tubes, grinding	
		n of of biological cells as well as for	A SUL
	DNA/RNA extraction		
	SPECIFICATIONS:		
	Applications	size reduction, mixing, homogenization, cell disruption, cryogenic grinding	
	Field of application	agriculture, biology, chemistry / plastics, construction materials, engineering / electronics, environment / recycling, food, geology / metallurgy, glass / ceramics, medicine / pharmaceuticals	
	Feed material	hard, medium-hard, soft, brittle, elastic, fibrous	
	Size reduction principle	impact, friction	
	Material feed size*	$\leq 8 mm$	
	Final fineness*	~ 5 µm	
	Batch size / feed quantity*	max. 2 x 20ml	
	No. of grinding stations	2	3 10
	Setting of vibrational frequency	digital, 3 - 30 Hz (180 - 1800 min <sup>-1</sup> )	N
	Typical mean grinding time	30 s - 2 min	
	Dry grinding	yes	
	Wet grinding Cry	yes	
	genic grinding Cell disruption with	yes	
	reaction vials Self-centering clamping	yes, up to 20 x 2.0 ml	
	device	yes	
	Type of grinding jars	screw top design	
	Material of grinding tools	hardened steel, stainless steel, tungsten carbide, agate, zirconium oxide, PTFE	
	Grinding jar sizes	1.5 ml / 5 ml / 10 ml / 25 ml / 35 ml / 50ml	
	Setting of grinding time	digital, 10 s - 99 min	
	Storable SOPs	9	
	Electrical supply data	100-240 V, 50/60 Hz	
	Power connection	1-phase	
_	Protection code	IP 30	
	n	150 W	
	Power consumption		
	W x H x D closed	371 x 266 x 461 mm	

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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory in Response to Challenges of Education 4.0	Statement of Compliance
	Inclusion:	
	1 unit Grinding Jar, stainless steel, 25mL two sets	
	• 12 pcs Grinding balls, stainless steel, 12mm	2
	1 set adapter for 10 reaction vials two sets	
	• 1 set Safe lock reaction vials, 1.5mL two sets	
	• 1 set Glass beads, 0.75-1.00mm	
	Beads for plant samples	
	Warranty: 1 year	30.11 - 11
	Others:	
	Bidders should include/ submit brochures indicating brand and model offered.	
5.	<u>HPLC</u>	
	Qty./ Unit: 1 set	
	Brand: (pls. indicate brand)	
	Model: (pls. specify model)	158 1
	HPLC Pump:	
	Pump, operating at up to 6100 psi (420 bar), is a rugged sixth-generation LC pump incorporating a patented unidirectional pumping mechanism designed to maximize seal life and minimize maintenance. High-speed piston retraction (65msec) assures minimum pressure pulsations for extremely precise mobile phase flow rates. A patented design provides positive pressure solvent transfer to eliminate vacuum bubbles and cavitations, while a double-check valve design prevents solvent backflow on each delivery stroke, assuring efficient operation even at lower flow rates. Proprietary proportioning valve for precise and accurate blending of four solvents, uses minor component interlacing to assure compositional accuracy even at low mixing levels. High flow, turbulent mixing within pump's dual-piston chambers assures high efficiency solvent mixing with extremely low mixing volumes. Patented real time blending compensation accounts for and meters different volumes according to solvent shrinkage occurring with mixing, and corrects for solvent compressibility changes under pressure.	
	<ul> <li>Includes stand-alone remote-control calibration and maintenance software package.</li> </ul>	

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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0	L L
	Solvent Manager, 5-Channel Vacuum Degassing	
	5-CH Vacuum Degasser provides safe and convenient management of LC solvent bottles. Removable bottle tray can hold up to two 2L and three 1L solvent bottles. Flexar Solvent Managers do not include bottle kits (these are included in platforms). Easily-removable magnetized front panel provides immediate access to enclosed	E
	compartment which can be used to hold an LC column. Convenient rear compartment for housing either dotLINK or Ethernet communication devices. Ergonomic design includes integrated 3-channel vacuum degassing unit. All solvent lines conveniently managed through rear	
	manifold. Integrated drain tray and inter-component drain management also built into front fascia provide protection against leaks drain management designed for plug-and-play with all other Flexar components. Color-coded LED display indication for power, system status and degasser vacuum.	FIELD
	Software Kit:	
	• Software CD provides highly configurable and responsive LC instrument control for multi-detector systems, combined with an elegantly simple user interface for interactive processing, and flexible, multi-channel quantitation and reporting. Chromera is designed to display all of the necessary information on the screen to give you complete control of your system. The screen layout consists of a Navigation pane on the left that	N
	contains buttons and tree lists to select various views within the software. The views are composed of different combinations of controls contained within separate panes or frames. In many cases a control contained within one pane will interact with other controls contained in other panes).	
	• Utilities CD	
	<ul> <li>Programmed USB license key</li> </ul>	
	<ul> <li>Installation guide</li> </ul>	
	8-port Edgeport adaptor:	
	<ul> <li>Required to connect a Flexar LC system with Chromera. Converts 8 RS232 inputs from LC components to a single USB connection to Chromera host computer.</li> </ul>	

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	ocurement of Various Laboratory Equipment for	
Mo	dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0	
	LC Column Oven:	
	Precise temperature control from 5°C above ambient to 90°C; Accuracy of ± 1°C and stability of ± 0.05°C with mobile phase preheating. Audible leak alarm. Stackable with other Flexar LC modules. Removable front panel to access column compartment that accepts up to four 30-cm columns. Fully controlled under Chromera operating environment. (110-220 V)	
	UV-VIS LC Detector:	
	<ul> <li>The Flexar UV/VIS LC Detector is a high-sensitivity, low-noise dual beam spectrophotometric detector operating over a wide wavelength range. Acquires data with a maximum acquisition speed of 50 pts/sec. Dual channel electronic noise subtraction for exceptional stability and signal-to-noise performance. Comes standard with deuterium source lamp and is compatible with optional tungsten source lamp for VIS range operation. Includes 12 µL, 10 mm pathlength detector flow cell and is compatible with a wide choice of optional flow cells for a wide range of LC applications.</li> <li>Includes UV/VIS Startup Kit.</li> </ul>	FRSIT
	<ul> <li>Includes stand-alone remote-control calibration and maintenance software, which can be used for maintenance, calibration and troubleshooting. This SW replicates the functions of the S200 front keypad, with a similar look and feel.</li> </ul>	
	HPLC Autosampler:	
	The LC Autosampler is a random access high-throughput autosampler that allows unattended, automated sample injection at operating pressures up to 6100 psi. Provides flexible injection modes: full-loop, partial-fill and $\mu$ L-Pickup with no sample waste. Standard system includes dilution and derivatization. Programmable from 0.1ul to 2.45 mL in 0.1 $\mu$ L increments. High precision injections of $\leq 0.3\%$ in fixed- loop mode, $\leq 0.5\%$ in partial-loop mode for $\geq 5\mu$ L injections, and $\leq 0.5\%$ in $\mu$ L-Pickup mode for $\geq 5\mu$ L injections. Provides pressure-assisted air purge after each injection to keep outside of sampling needle clean and dry between samples. Rapid load/injection cycle time of only 8 seconds. Optional biocompatible flow path available to maintain integrity of bioreactiveanalytes. Peltier cooling and heating options available as field upgrades. Comes standard with 100-vial tray; numerous optional trays available – all supported by Peltier options. Comes standard with 100 $\mu$ L loop and 250 $\mu$ L sample/flush syringe; numerous optional sample/flush syringe volumes available.	

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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory in Response to Challenges of Education 4.0	Statement of Compliance
	Tube management clips integrated into all four corners of the front fascia assure secure tubing positioning while allowing flexibility in tubing configuration. Integrated drain tray and intercomponent drain management also built into front fascia provide protection against leaks – drain management designed for plug-and-play with all other Flexar components. Color-coded LED display indication for power, system status and Peltier temperature status. Convenient front door for rapid access to sample trays, and easily-removable front cover for ready access of injector. Easily-removable magnetized front panel provides immediate access to enclosed compartment containing clips which can hold up to 2 high-pressure mixers. Enclosed compartment can be used to hold an LC column.	
	Includes:	
	100-sample tray	
	• 100 vials 2-mL	
	• 100 screw top cap with 2 mL cross slit vial septum	
	Tubing to connect to waste reservoir	7 ° U
	<ul> <li>All cables required for connection to Software Operating Environment</li> <li>I/O cable (Pump Start / Ready-In)</li> </ul>	N
	Service Manager SW CD	
	User's Manual	
	Nuts and ferrules	
	<ul> <li>All fuses for 120–240 V</li> </ul>	
	LC General Starter Kit	
	Analytical Column C8 (150mm x 4.6mm ID)	
	Analytical Column Cl8 (150mm x 4.6nn ID)	
	Branded Intel Core i5 PC w/ 19"LED Monitor & Printer	
	True on Line UPS 3KVA 220VAC, 50/60 Hz	
	Warranty: 1 year	
	Others:	

Item	Specification	Statement of Compliance
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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory in Response to Challenges of Education 4.0	Statement of Compliance
<i>6</i> .	BIOANALYZER	
0.	Qty./ Unit: 1 set	
	Brand: (pls. indicate brand)	2.10
	Model: (pls. specify model)	
	ESSENTIAL FEATURES:	
	<ul> <li>Faster than gels (digital data in 30 minutes for quality and</li> </ul>	
	quantity of up to 12 samples)	
	• Reproducible and complete digital data with the micro-	
	fabricated chips	The second second
	Easy to use and share	
	• Quantification of each individual fragment per sample offers purity results	
	• 2-color analysis of fluorescently stained cells	
	• Compliance Services allow work within regulated environments (e.g. QA/QC labs)	
	• 2100 Expert software for easy digital handling and storage of all bioanalyzer data	
	• 2100 Security Pack software providing tools for 21CFR part 11 compliance	9. ^ B
	<ul> <li>Microfluidics- based platform for the analysis of DNA, RNA, proteins and cells. Deliver automated, high quality</li> </ul>	N
	digital data within 30 minutes.	
	• Weight: 10kg (22lbs)	
	<ul> <li>Dimension (H x W x D): 290x162x412 mm</li> </ul>	
	• Line voltage: 100-240 VAC	
	• Line frequency: 60 Hz	
	Power consumption: 60VA	
	<ul> <li>Ambient operating temperature: 5-40°C</li> <li>Sector step lend IEC, EN, CSA, III - bestelletion estep and</li> </ul>	
	<ul> <li>Safety standard IEC, EN, CSA, UL: Installation category II, Pollution degree 2, Laser class 1</li> </ul>	
	<ul> <li>Bayonet cartridge with exchangeable electrode for regular cleaning</li> </ul>	
	HARDWARE:	
	<ul> <li>Must have a metal made body with epoxy coated paint.</li> </ul>	
	• Must have a patented exchangeable bayonet cartridge for	
	<ul> <li>molecular and cell assays (for regular cleaning).</li> <li>The cartridge must have 16 platinum electrodes</li> </ul>	
	• The cartriage must have 10 platinum electroaes which are connected to high voltage power supplies	
	within the instrument and forming an electrical circuit by touching the liquid in the wells.	
	<ul> <li>Must have a chip holder with heater plate for</li> </ul>	
	temperature control.	

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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0	
	• Must have two different optics, red laser with an	
	excitation wavelength of 635nm and emission	
	wavelengths in the range 674 to 696nm and a high	
	intensity blue LED that detects emissions in the range510 to 546nm.	F
	<ul> <li>The optics must situate below the heater plate and is for</li> </ul>	
	each chip focused on the separation channel in the	
	middle of the chip.	
	• The system only requires a sample volume of only 1ml	
	• The limits of detection for each assay are: 0.5 pg DNA	34.1
	fragments, 200 pg of Total RNA, and 500 pg of mRNA, 1 pg protein.	
	<ul> <li>Analytical specifications High Sensitivity DNA Kit</li> </ul>	
	<ul> <li>Sizing range 50 – 7000 bp</li> <li>Sizing resolution 50-600 bp: ±10% 600-7000 bp:±</li> </ul>	
	20%	
	<ul> <li>Sizing accuracy ± 10%</li> <li>Sizing reproducibility 5% CV</li> </ul>	
	• Quantitation accuracy1 20%	53.0
	• Quantitation reproducibility1 50-2000 bp: 15% CV	I X B
	2000-7000 bp: 10% CV	7. B
	• Quantitative range1 5-500 pg/µL	
	<ul> <li>Maximum salt concentration in sample 10 mMTris and 1 mM EDTA</li> </ul>	
	<ul> <li>TYPICAL APPLICATIONS:</li> </ul>	
	1. RNA sample QC prior microarray or q PCR	
	experiments	
	2. DNA analysis of PCR/m PCR and RT-PCR	
	products 3. DNA library sample QC for Next Generation	
	S. DIVA library sample QC for Next Generation Sequencing	
	<i>4. Protein expression analysis</i>	
	5. Protein purity during purification	
	6. Immunoprecipitation as an alternative to Western	
	Blot or "Reverse Western"	
	Accessories: • Vortex mixer for microfluidic chips	
	<ul> <li>UPS</li> </ul>	
	<ul> <li>2 x Starter kit for DNA samples</li> </ul>	
	<ul> <li>Laptop branded</li> </ul>	
	Warranty: 1 year	
	Others:	
	Bidders should include/ submit brochures indicating brand	

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Mo	dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
-	in Response to Challenges of Education 4.0	
7.	BIOFREEZER	
	Qty./ Unit: 1 set	
	Brand: (pls. indicate brand)	E
	Model: (pls. specify model)	
	<ul> <li>7" touch screen, easy and convenient observation, data storage (up to 15 yrs.)</li> <li>Checking history town parture curve and alarm record on</li> </ul>	
	Checking history temperature curve and alarm record on screen	
	Pressure release valve for quick re-entries after door opening	EN TP/
	Self-diagnostic, automatic check & alarm for key components	5/6/
	Optional USB port, download data conveniently	
	SUS304 interior for easy cleaning and rust free	
	<ul> <li>Document groove to put paper, create a stylish lab</li> <li>Maximum sample storage capacity with an optimum footprint</li> </ul>	
	<ul> <li>Vacuum insulated inner doors with latches</li> </ul>	AXA
	Door handle with locking system	
	SS304 inner chambers	NE
	Wall extension protection fitting	
	Heavy Duty casters, lockable	0
	Washable filter	
	• Testing port for external monitoring	
	Remote alarm contacts	
	• Capacity: 588L/20.76 cu.ft.	
	• Inner doors: 2 pcs. SUS304	
	• Shelves: 3 pcs. SUS304 (4 sections)	
	<ul><li> Interior Material: SUS304</li><li> Cooling Capacity: Direct cooling</li></ul>	
	Refrigerant: CFC-free	
	Noise: 51 dBa	
	Ambient Temp. Range: 10 to 32 deg C	
	• Temperature range: -40 to -86 deg C	
	Cooling System: Two compressor, cascade system, SECOP brand compressors	
	Sensor: PT100     Controllow Microphysics and P	
	<ul><li><i>Controller: Microprocessor</i></li><li><i>Display and Operation: 7" touchscreen</i></li></ul>	
	Exterior Material: Powder coated steel	
	<ul> <li>Power Requirements: 220V-240V, 50/60Hz, 815W</li> </ul>	
	Power Consumption: 12 kW/24 hrs	

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	ocurement of Various Laboratory Equipment for dernization of WVSU-COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0	
	• Vial capacity: 40,000 (400 boxes)	
	• Internal Dimensions: 606 x 738 x 1310 mm	
	• External Dimensions: 891 x 1155 x 1995 mm	
	• Net Weight: 335 kg.	2
	• Safety Alarms: High/ Low temperature alarm, Power off failure, Abnormal Voltage, Sensor error, Filter screen check, Controller failure, Low battery, Condenser malfunction, High ambient	
	temperature, Door ajar	
	Key Features:	
	1. HC refrigeration	
	2. Multiple alarms including abnormal ambient alarm, abnormal voltage alarm	S. O. RE.
	3. Load 40000 samples	
	4. Two insulated independent inner foamed door with door	
	seal, two seals on outdoor, total 4 door seals	
	<ul> <li>5. Second generation gasified silicon insulation material, VIP thickness ≥25 mm</li> </ul>	SENTI
	6. Stainless steel interior (powder coated)	
	7. Heat exchanger can be replaced	95 8 N N
	8.2 compressors, power <900w	28 - 11
	With AVR	3 ~ 12
	Accessories:	
	1.8 racks with 25 cryoboxes per rack for a total capacity of 400 boxes	
	2.200 s 100-wells cryoboxes	
	3. CO2 back up system	
	4. Temperature monitoring system capable of whole-process	
	monitoring, data-storage, remote alarms and record reports	
	<ul> <li>5.Mini centrifuge:</li> <li>Speed: 5500 rpm/2000 x g</li> <li>Capacity: 12 x 1.5/2.0 ml tubes; 32 x 0.2 ml tubes, 4 x 8 well PCR</li> </ul>	
	strips • Weight 2.2 lbs	
	Electrical: 100 to 240 V     Gentle Rotator:	
	<ul> <li>With rotational modes</li> <li>Digital speed control and more than 10 operating modes that can</li> </ul>	
	<ul> <li>perform rotating, mixing and vibrating actions</li> <li>Set for full 360° rotation or interrupt rotations with pausing &amp; mixing intervals</li> </ul>	
	<ul> <li>Cold room and incubator safe</li> <li>Accepts 1.5 ml to 50 ml tubes</li> <li>Speed: variable, 1 to 65 rpm</li> </ul>	
	<ul> <li>Capacity: 12 X 50 ml, 22 x 15 ml or 84 x 1.5 ml</li> <li>Timer: 1 to 99 hr 59 mins or continuous</li> <li>Operating Temp: +2 to +70°C</li> </ul>	
	<ul> <li>Dimensions: 16.1 x 5.4 x 7.8 in</li> <li>Weight 5 lbs</li> <li>Electrical 100 to 240 V 50 to 60 Hz</li> </ul>	
	• Warranty: 1 year	
	Others:	
	Bidders should include/ submit brochures indicating brand and model offered.	

Item No.	Sp	ecification	<b>Statement of Compliance</b> [Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification
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Pr	ocurement of Various	Laboratory Equipment for	
Mo		COM Teaching Laboratory	Statement of Compliance
	in Response to Challenges of Education 4.0		
<i>8</i> .	REFRIGERATED CENTRIFUGE		
	Qty./ Unit: 1 unit		
	Brand: (pls. indicate bran		
	Model: (pls. specify model		
	Soft-touch closure for ergonomic operation		
	Menu-driven operation with large backlit display		
	• Fast pre-cooling and maximum temperature accuracy		
	<i>inside the rotor</i>		
	• Eco shut-off		
	Has 12 rotor options		341231
	Compact size has minimal footprint		
	• Low access height (25 cm)		
	Max. RCF Max. Capacity	30,130 x g 48 x 1.5/ 2.0 mL, 6 x 50 mL, 2 x MTP	SEISI
	Rotors Available:	12 1902	
	Acceleration time:	14 s	SAN V
	Deceleration Time:	15 s	3 12
	Display:	Large, brightly lit LCD	
		30 s to 99:59 h, with continuous	NE
	Timer:	run function	
	SOFT brake function:	yes	
	Noise level:	<54 dB(A) with Rotor F-45-30- 11	
	Volume range:	300 mL	
	Power Supply:	230 V, 50-60 Hz	
	Max. power consumption:	1,050 W	
	Dimensions: (WxDxH)	38 x 64 x 29 cm/ 15 x 25.2 x 11.7 in	
	Height (with open lid):	63 cm/ 24.8 in	
	Weight w/o accessories:	56 kg/ 123.5 lb	
	Cooling:	refrigerated	
	Temperature Control Range:	-11 °C to 40 °C	
	<ul> <li>Accessories:</li> <li>1. Rotor for 30 x 1.5/2.0 ml tubes with aerosol tight lid.</li> <li>2. Rotor for 2 MTP including wind shield</li> <li>3. Variable space 8-channel micropipette (2-20 ul), universal tip</li> <li>4. AVR</li> </ul>		
	Warranty: 1 year		
	Others:		
	Bidders should include/ submit brochures indicating brand and model offered.		

Item	Specification	1	Statement of Compliance
No.			[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.]
	ocurement of Various Laborato		
Mo	dernization of WVSU-COM Te	Statement of Compliance	
-	in Response to Challenges of		
<i>9</i> .	DNA SEQUENCING MODULI	<u>E</u>	
	Qty./ Unit: 1 set		
	Brand: (pls. indicate brand)	C SLAT	3
	Model: (pls. specify model)	Sud	IS NO.
	<ul> <li>Portable sequencing device</li> </ul>	Conservation (1)	
	• USB powered, link to laptop or de		
	• Consumable flow cell for nanopore sequencing, with		
	sensor array with multiple nanopo	ores for scaled-up	
	sequencing Sensor chip with 512 active chann	els for data acquisition	
	<ul> <li>Sensor chip with 512 active channels for data acquisition and control</li> </ul>		
	<ul> <li>Weight: 87 g (103 g with flow cells)</li> </ul>		
	<ul> <li>Size: W 105 mm x H 23 mm x D 33 mm</li> </ul>		
	Connectivity: Bluetooth, Wi-Fi and cellular network		
	enabled		
	<ul> <li>Flow cell can generate gigabases of data</li> </ul>		
	<ul> <li>Inclusions:</li> <li>Flow cell wash kit</li> </ul>		
	• Flow Cell wash kil • Control expansion		
	• 4 x flow cell single		3 ~ 2
	• Ligation sequencing kit	Some	
	$\circ$ 1x flow cell priming kit	Onaci	
	0 Automated liquid handling for libr		
	x 8-channel pipette and consumab	les)	
	$\circ UPS$	.1166600	
	<ul> <li>Laptop or computer</li> <li>Windows – 7,8,10</li> </ul>		
	<ul> <li>Windows – 7,8,10</li> <li>OSX – Sierra, High Sierra,</li> </ul>	-	
	Mojave		
	Linux – Ubuntu 16.04 or 18.04		
	<ul> <li>Memory: 16 GB RAM</li> </ul>	Ensure computer has	
	• CPU: i7 or Xeon with 4+ cores	enough resource to run a MinION	
	<ul> <li>GPU: MinKNOW is only</li> </ul>	without deterioration	
	supported on GPUs built into	of performance	
	Oxford Nanopore sequencing		
	devices.  • Storage: 1 TB internal SSD	-	
	<ul> <li>Storage: 1 TB Internal SSD</li> <li>Ports: USB3</li> </ul>	4	
	<ul> <li>Account Privilege: local admin</li> </ul>	Ensure MinKNOW has correct CPU priority	
	<ul> <li>Internet Connection</li> </ul>	for data acquisition Required for updates and telemetry	
	• OS update settings: manual	Ensure updates do not impact performance to halt runs	

## Section VII. Technical Specifications

	~ ~			Specifications			
Item No.		Specificatio		Statement of Compliance [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.]			
	dernization of		tory Equipment for aching Laboratory in Education 4.0				
	<ul> <li>Ethernet: H TCP access west-1 IP ra http://docs /general/las ranges.htmi</li> <li>Ethernet: H and HTTP/j</li> <li>TCP access hosted IP a 178.79.175. 15 and 106. software dis DNS rules ping.oxford</li> </ul>	TTTPS/ port 443 to AWS eu- anges listed at Ta aws.amazon.com E. stest/gr/aws-ip- TTTPS/port 443 port 80 to Linode- ddresses .200,96.126.99.2	elemetry feedback, PI2ME analysis	THE REAL OF THE RE			
		oporetech.com					
	• Warranty:	1 year	1902				
	Others:			13 × 11			
	and model off		ochures indicating brand				
10.		RNING MODULE	10noch				
10.	Qty./ Unit: 1 s						
	Brand: (pls. in		and the second second				
	Model: (pls. sp	pecify model)					
		ble and compact					
		channels upgradable not require calibratio					
		ess connectivity					
	1	sories: 20 racks of 48 tube UPS	25				
	Electrical	AC Input	100-240 VAC, 50/60 Hz				
		Temperature Accuracy	±0.25°C				
	Thermal Performance	Temperature Uniformity	$\pm 0.05^{\circ}C$				
	renjormance		Heating: 4°C/s (sample)				
	]	Ramp Rates	Heating: 3°C/s (sample)				
		Detectors	Photodiode per channel				
_	Optical	Excitation Sources	High energy LED per channel				

# Section VII. Technical Specifications

Item No.		Spec	cification	<b>Statement of Compliance</b> [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			
			aboratory Equipment for OM Teaching Laboratory in	render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] Statement of Compliance			
1110			ges of Education 4.0	Sutchient of Complance			
			Green: Ex. 465 nm; Em. 510 nm				
	-		Yellow: Ex. 540 nm; Em. 570				
		Channels	nm	2 30			
	Optical	21	Orange: Ex. 585 nm; Em. 618				
	-	10	nm Red: Ex. 635 nm; Em. 675 nm				
		Acquisition Time	1 s				
	Reaction	Samples per Instrument	48	Y III			
	Vessels Reaction Volume Range		5 – 30 μL	ISS (199			
	Operating Environm ent	Temperature	18 - 35°C				
		Relative Humidity	20-80%	$\mathcal{A}_{\star}$			
	■ Warrant	y: 1 year					
	Others:	10					
	Bidders sho and model of		bmit brochures indicating brand	E			
<i>11</i> .			<u>XTRACTION SYSTEM</u>				
	Qty./ Unit:		<u></u>				
		. indicate brand) . specify model)	)				
		1 00	a biosafety cabinet without issues				
	• Aut		acid extraction for 1-16 samples				
			beads purification				
			extraction in 25-60 minutes				
	• No		shing with paramagnetic particle				
	• Wit	th touch screen in	nterface				
	• Wit	th prefilled extra	ction kits for convenience				
	<ul> <li>Avc</li> </ul>	ailable kits for va	urious samples				
	<ul> <li>Elu</li> </ul>	tion volume 30-1	100 ul				
	• Wit	th UV bulb					
		ight: 11 kg					
	<ul> <li>Din</li> </ul>	nensions: 330.2x	:345.2x299.7 mm				
	Por	wer Requirement	s: 100-240VAC, 50/60Hz, 2.5 A				

## Section VII. Technical Specifications

Item	Specification	Statement of Compliance
No.		[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.]
	rocurement of Various Laboratory Equipment for	
Mo	dernization of WVSU-COM Teaching Laboratory in	Statement of Compliance
	Response to Challenges of Education 4.0	
	Accessories:	S
	• 2 kits of Nucleic acid extraction kit	10 h.
	o AVR	
	• Integrated fluorometer with consumables	S
	o 1-channel capper/decapper	
	• 1D, 2D barcoded tubes in SBS racks (10	
	racks of 96 tubes per rack), sterile, cryogenic	
	PCR clean	
		34.1511.
	• Warranty: 1 year	Se la se
	Others:	Stall Port
	Bidders should include/ submit brochures indicating brand	
	and model offered.	
	Nothing Follows	
	1902	
Nav	ne of Bidder:	
Ivan	ne of blauer	E X B
C 1		. 14
Sub	mitted by:	
D	(Printed Name and Signature)	
Des	ignation:	
	1111111	
Dat	e:	

## Section VIII. Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
   or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
   and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

### **Technical Documents**

- (f) 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
- (g) 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
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
   Original copy of Netwined Bid Security Deduction and Security Production and Security Producting Production and

Original copy of Notarized Bid Securing Declaration; and

- 2 (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (j) 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

or

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

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

## 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.

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

- (n) [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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

### 25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).



## **Bid Form for the Procurement of Goods** [shall be submitted with the Bid]

#### **BID FORM**

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

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

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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 Amount and Purpose of Of agent Currency Commission or gratuity

(if none, state "None") ]

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

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

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

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

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

# **Price Schedule for Goods Offered from Within the Philippines** [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

## For Goods Offered from Within the Philippines

## Name of Bidder \_\_\_\_\_ Project ID No. 20-11-24 Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description	Count ry of origin	Quant ity	Unit price EXWper item	Transportatio n and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1.	Automated Liquid Handling System		1	AS.	ST/	TE	1		
2.	Multimode Microplate Reader		1						
3.	Rotavap		1	6 .	T	1			
4.	Hemogenizer	Т	1	1110				31	
5.	HPLC	ES	1			A.		90	
6.	Bioanalyzer	N	1					12	
7.	Biofreezer	N	_1	133	1902	1 Sec	1 ÷ 1	2	
8.	Refrigerated Centrifuge	10	1	10		F	Å		
9.	DNA Sequencing Module		1			Ŵ			
10.	qPCR Learning Module		1						
11.	Automated DNA Extraction System		1						
	Nothing Follows								
	GRAND TOTAL								

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

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

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

Duly authorized to sign the Bid for and behalf of:

## For Goods Offered from Abroad

 Name of Bidder
 Project ID No. <u>20-11-24</u>
 Page <u>1 of 1</u>

1	2	3	4	5	6	7	8	9
Item	Description	Countr y of origin	Quantity	Unit price CIF port of entry (specify port) or CIPnamed place (specify border point or place of destination)	Total CIForCIPpr ice per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit priceDelivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1.	Automated Liquid Handling System	To a	1				<b>b</b> .	
2.	Multimode Microplate Reader	S la					X.	
3.	Rotavap	. 18	1				e V	
4.	Hemogenizer	123	11				うろ	
5.	HPLC		2JS		B	E/I-	ЯŰ	
6.	Bioanalyzer	- VI	N.	1902	12		12	
7.	Biofreezer	×		2		*		
8.	Refrigerated Centrifuge		he		F	Å	0	
9.	DNA Sequencing Module		1					
10.	qPCR Learning Module		1					
11.	Automated DNA Extraction System		1					
	Nothing Follows							
	GRAND TOTAL							

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

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

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

Duly authorized to sign the Bid for and behalf of:

\_\_\_\_\_

## **Performance Securing Declaration (Revised)**

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

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

## PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

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

#### AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

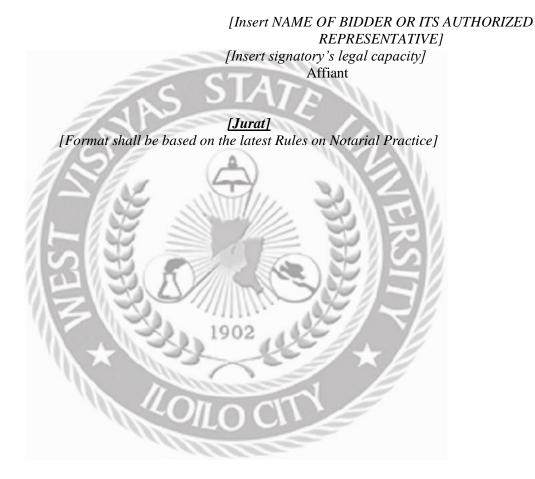
[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.
- **IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.



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

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

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

I/We, the undersigned, declare that:

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

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

1902

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

### [Jurat]

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

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

## **CONTRACT AGREEMENT**

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

iii. Performance Security;

i.

- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.</u>
- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Signatory's Legal Capacity]

> for: [Insert Procuring Entity]

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

**Acknowledgment** 

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



