PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

<u>PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT</u> <u>FOR GENOME SEQUENCING LABORATORY</u>

IB No. UMC 23-40

ABC: PhP 10,000,000.00

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."

 $\boldsymbol{DTI}-\boldsymbol{Department}$ 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 MEDICAL CENTER E. Lopez St., Jaro, Iloilo City "PhilHealth Accredited Health Care Provider" Tel No.: (033) 320 2431 | Fax No.: (033) 3202623 | Email Address: medcenter@wvsu.edu.ph



INVITATION TO BID FOR <u>PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT</u> <u>FOR GENOME SEQUENCING LABORATORY</u> <u>IB No. UMC 23-40</u>

- The <u>West Visayas State University Medical Center</u>, through the <u>General Fund 2023</u> intends to apply the sum of <u>Ten Million Pesos (PhP 10,000,000.00) Only</u> being the ABC to payments under the contract for the <u>Procurement of Various Laboratory Equipment for</u> <u>Genome Sequencing Laboratory</u>. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- The <u>West Visayas State University Medical Center</u> now invites bids for the above Procurement Project. Delivery of the Goods is required by <u>Forty-five (45) 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 University</u> <u>Medical Center, BAC Secretariat Office, 2nd Floor Dormitory 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>July 12</u> <u>August 1, 2023</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>PhP 10,000.00</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.

Prospective bidders who are interested to participate in specific items only will be allowed to acquire a complete set of bidding documents upon payment of the applicable fee for the bidding Documents for those particular items only, pursuant to the latest Guidelines issued by the GPPB.

To facilitate fast and easy computation of the applicable fee for the items to be participated in, a form will be provided.

- 6. The <u>West Visayas State University Medical Center</u> will hold a Pre-Bid Conference¹ on <u>July 20, 2023 9:00 A.M.</u> through video conferencing or webcasting via <u>zoom (for</u> registration of interested bidders, please send your request to this address: <u>wvsumcproc5@gmail.com</u>) which shall be open to prospective bidders.
- 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>August 1, 2023 9:00 A.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.

¹ 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.

- 9. Bid opening shall be on <u>August 1, 2023 9:00 A.M.</u> at the given <u>address below</u>. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity at the given <u>address below</u>.
- 10. The <u>West Visayas State University Medical Center</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.
- 11. For further information, please refer to:

JULIUS L. JUANITO West Visayas State University Medical Center BAC Secretariat Office, 2nd Floor Dormitory Building WVSU Medical Center Jaro, Iloilo City (033) 320-2431 local 224/153

12. You may visit the following websites:
For downloading of Bidding Documents: <u>www.wvsu.edu.ph</u> July 12, 2023

pptupes

PATRICIA P. TUPAS, D.D.M. Vice Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, <u>West Visayas State University Medical Center</u> wishes to receive Bids for the <u>Procurement of Various Laboratory Equipment for Genome Sequencing</u> <u>Laboratory</u>, with identification number <u>IB No. UMC 23-40</u>.

The Procurement Project (referred to herein as "Project") is composed of <u>*Procurement*</u> of Various Laboratory Equipment for Genome Sequencing Laboratory, 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>General Fund</u> <u>2023</u> in the amount of <u>Ten Million Pesos (PhP 10,000,000.00) Only.</u>
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations, <u>General Fund 2023.</u>

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- 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 and either at its physical address <u>BAC Conference Room, 2F Dormitory</u> <u>Building, WVSU Medical Center, Iloilo City</u> and/or through videoconferencing/ webcasting} 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 <u>2 years</u> 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 Declaration² 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>November 29, 2023</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

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.

 $^{^{2}}$ 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.

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		pose, contracts similar to the Project shall be:												
	 a. <u>Procurement of Various Molecular Laboratory Equipment.</u> b. Completed within <u>2 years</u> prior to the deadline for the submission and receipt of bids. 													
		pleted within <u>2 years</u> prior to the deadline for the	submiss	sion 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	The bid sec forms and a	urity shall be in the form of a Bid Securing Dec mounts:	claratio	n, or an	y of the following									
	a. The amount of not less than <u><i>PhP 200,000.00</i></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													
	 b. The amount of not less than <u>PhP 500,000.00</u> [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond. 													
19.3	<u>IB No. 23-4</u>	10 Procurement of Various Laboratory for Gen	ome Se	equenci	ing Laboratory									
	Item No.	Description	Qty.	Unit	Total ABC									
	1	Thermal Cycler/ End Point PCR Machine	1	Unit	750,000.00									
	2	Micropipettes	6	Unit	330,000.00									
	3	qPCR / RT-PCR	1	Unit	2,900,000.00									
	4	Refrigerated Centrifuge	1	Unit	600,000.00									
	5	Vortex Mixer	1	Unit	40,800.00									
	6	Mini Centrifuge	1	Unit	20,000.00									
	7	Automated Nucleic Acid Extraction System	1	Unit	2,500,000.00									
	8	Gel Electrophoresis System	1	Unit	120,000.00									
	9	PCR Cabinet	1	Unit	779,200.00									
	10	-20 degrees Freezer	1	Unit	280,000.00									
	11	Portable Next Generation Sequencer	1	Unit	1,680,000.00									
	TOTAL ABC 10													
20.2		al D a main an ta												
20.2		al Requirements.												
21.2	No addition	al contract documents												

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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

	1 0
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 Medical Center, E. Lopez St., Jaro,</u> <u>Iloilo City</u> . In accordance with INCOTERMS."
	<i>For Goods supplied from within the Philippines,</i> "The delivery terms applicable to this Contract are delivered <u>West Visayas State University Medical Center, E. Lopes</u> <u>St., Jaro, 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 L. Juanito – Supervising Administrative Officer (Procurement &</u> <u>Supply Management Office).</u>
	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: <i>Select appropriate requirements and delete the rest.</i>
	 performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	 b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	f. Specify additional incidental service requirements, as needed. None
	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.

GCC Clause	
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
	b. in the event of termination of production of the spare parts:
	i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
	ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period.
	Spare parts or components shall be supplied as promptly as possible, but in any case, within months of placing the order.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows: <u>not</u> <u>applicable</u> ."
4	The inspections and tests that will be conducted are:

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.

IB No. UMC 23-40 Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory

Item No.	Description	Qua	antity	Total	Delivered, Weeks/Months
1	Thermal Cycler/ End Point PCR Machine	1	Unit	1 Unit	
2	Micropipettes	6	Unit	6 Unit	
3	qPCR / RT-PCR	1	Unit	1 Unit	
4	Refrigerated Centrifuge	1	Unit	1 Unit	
5	Vortex Mixer	1	Unit	1 Unit	
6	Mini Centrifuge	1	Unit	1 Unit	
7	Automated Nucleic Acid Extraction System	1	Unit	1 Unit	
8	Gel Electrophoresis System	1	Unit	1 Unit	
9	PCR Cabinet	1	Unit	1 Unit	
10	-20 degrees Freezer	1	Unit	1 Unit	
11	Portable Next Generation Sequencer	1	Unit	1 Unit	
	Nothing Follows				

Name of Bidder:_____

Submitted by: _

(Printed Name and Signature)

Designation:

Date:

Item No.	Specification	[Bide	lore mue	t state have either "Comp				
		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						
				dder or supplier liable for e laws and issuances.]	prosecution subject to			
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory		Unit	Brand	Statement of Compliance			
1	Thermal Cycler/ End Point PCR Machine	1	Unit					
	Format: Dual block 96 Well format							
	Block Options: 96 or 384 well format (Maximum heating rate: 3.4°C per second)							
	 Block temperature range: 10°C to 100°C (4°C final hold) 							
	• Block uniformity at 55°C: ± 0.3°C							
	• Temperature accuracy at 55°C: ± 0.25°C							
	• Gradient: Yes; Maximum Gradient: 29°C							
	Minimum Gradient: 1°C							
	Maximum number of programs stored: 1000							
	Maximum fan noise: 50dB single block running, 55db both blocks running							
	Type: 8 peltier elements							
	 Adjustable heated lid temperature: 35°C to 115°C or off 							
	Heated lid pressure: Adjustable							
	Program interface: At least 10" inch HD Touchscreen							
	Data transfer: USB port							
	Auto re-start on power failure							
	Connectivity: Remote run and system monitoring via app							
	Security: Authorize USB device as user's login key							
	• Dimensions (L x W x H) in mm: not greater than 470 x 535 x 330							
	• Weight: 30-35kg							
	Power requirements: Autovolt: 100-230V, 50/60Hz							
	• Power: 900W							
	• Electricity used in a standard 2 step, 30 cycle program (single block running): c0.3 kWh							
	Accessories: PCR tube strips, or PCR tubes compatible with the unit, USB Stick, DNA polymerase 500 U, dNTP mix, Compatible UPS							
	• 1 year warranty including Calibration and Preventive Maintenance							
2	Micropipettes	6	Unit					
	Air displacement pipettes							
	With variable volume							
	With color coded push button							
	Light and comfortable body for both right- and left-handed users	İ						
	Fully autoclavable							
	With lockable volume							
	GLP compliant (Serial number and 2D code for traceability)							
	Complies with ISO 8655							
	• With name Tag							
	Plastic or stainless steel tip ejector options		<u> </u>					

Item No.	Specification Procurement of Various Laboratory Equipment for Genome												It for Genome Sequencing Laboratory 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.]					
	1100						orator	-		chome	Qty	Unit	Brand	Statement of Compliance				
	• Unive	ersal t	tip compa	tibility														
			n each sei						pipettes (F	P2, P10,								
			P200, and		/													
ļ	• 1yea	r warr	anty inclu	uding Ca	libration	and Pre	ventive N	laintena	ince									
	Model	Vol (uL)	5	Manufact	urer's Tips		(k)	ISO	8655									
			Systematic	All 1997 (1997) (1997) (1997)	Systematic	Random	Systematic	1 ACTO 3 3 6 10 20 10 20	Systematic	1 St. 13 (3) (3) (3) (1) (3)								
			Error (uL)	Error (uL)	Error (%)	Error (%CV)	Error (uL)	Error (uL)	Error (%)	Error (%CV)								
	P2	0.2	± 0.024 ± 0.025	≤ 0.012 ≤ 0.012	± 12.0 ± 5.0	≤ 6.0 ≤ 2.4	± 0.08 ± 0.08	≤ 0.04 ≤ 0.04	± 40.0 ± 16.0	≤ 20.0 ≤ 8.0								
		1	±0.027	≤ 0.013	± 2.7	≤ 1.3	± 0.08	≤ 0.04	± 8.0	≤ 4.0								
	P10	2 0.5	± 0.030 ± 0.040	≤ 0.014 ≤ 0.016	± 1.5 ± 8.0	≤ 0.7 ≤ 3.2	± 0.08 ± 0.12	≤ 0.04 ≤ 0.08	± 4.0 ± 24.0	≤ 2.0 ≤ 16.0								
	P10	1	± 0.040	≤ 0.010 ≤ 0.012	± 2.5	≤ 3.2 ≤ 1.2	± 0.12	≤ 0.08	± 12.0	≤ 10.0 ≤ 8.0								
		5 20	± 0.075 ± 0.100	≤ 0.030 ≤ 0.040	± 1.5 ± 1.0	≤ 0.6 ≤ 0.4	±0.12 ±0.12	≤ 0.08 ≤ 0.08	± 2.4 ± 1.2	≤ 1.6 ≤ 0.8								
	P20	2	± 0.100	≤ 0.030	± 5.0	≤ 1.5	± 0.12	≤ 0.1	± 10.0	≤ 5.0								
		10 20	± 0.10 ± 0.20	≤ 0.050 ≤ 0.060	± 1.0 ± 1.0	≤ 0.5 ≤ 0.3	± 0.2 ± 0.2	≤ 0.1 ≤ 0.1	± 2.0 ± 1.0	≤ 1.0 ≤ 0.5								
	P100	10	± 0.35	≤ 0.10	± 3.5	≤ 1.0	± 0.8	≤ 0.3	± 8.0	≤ 3.0								
		50 100	± 0.40 ± 0.80	≤ 0.12 ≤ 0.15	±0.8 ±0.8	≤ 0.24 ≤ 0.15	±0.8 ±0.8	≤ 0.3 ≤ 0.3	± 1.6 ± 0.8	≤ 0.6 ≤ 0.3								
	P200	20	±0.50	≤ 0.20	± 2.5	≤ 1.0	± 1.6	≤ 0.6	± 8.0	≤ 3.0								
		100 200	± 0.80 ± 1.60	≤ 0.25 ≤ 0.30	±0.8 ±0.8	≤ 0.25 ≤ 0.15	± 1.6 ± 1.6	≤ 0.6 ≤ 0.6	± 1.6 ± 0.8	≤ 0.6 ≤ 0.3								
	P1000	100	± 3.0	≤ 0.6	± 3.0	≤ 0.6	± 8.0	≤ 3.0	± 8.0	≤ 3.0								
	8	500 1000	± 4.0 ± 8.0	≤ 1.0 ≤ 1.5	±0.8 ±0.8	≤ 0.2 ≤ 0.15	± 8.0 ± 8.0	≤ 3.0 ≤ 3.0	± 1.6 ± 0.8	≤ 0.6 ≤ 0.3								
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3	qPCR		PCR								1	Unit						
	• E:	kcitati	ion Sourc	e 8 dye	specific L	.EDs pe	r optical r	nodule										
	• De	tectio	on Source	es 8 silic	on photo	-detecto	rs per op	tical mo	dule									
	FILTE				- p													
			SYBR/FAI	M 160 F	_ 516 00	m Dote	octable Ct	for 0.0		her								
			2 > 0.980)		- 510.00	in, Dett			J THY/DIN/	r hei								
			<u>35.0 – 55</u>		Detectable	e Ct for	0.001na/I	DNA ne	r reaction	(R2 >				1				
	0.980)									<u>, · · · -</u>								
		OX 5	85.0 – 61	0.0nm [Detectable	e Ct for	0.001ng/l	DNA pe	r reaction	(R2>	Ì							
	0.980)						-	•		•								
		Y3 54	42.0 – 56	8.5nm D	etectable)	e Ct for	0.001ng/E	DNA per	reaction	(R2 >								
	0.980)																	
		Y5 6	35.0 – 66	5.0nm D	etectable)	e Ct for	0.001ng/[ONA per	reaction	(R2 >								
<u> </u>	0.980)	1. 10	E 40E	175 0			(an 0, 004			ian (D0								
	t. At > 0.98		5 – 435 –	4/5.UN	n Detect	able Ct	ior 0.001r	ig/DNA	per react	ion (R2								
		/	owoonah											+				
			swappab		•													
			cartridge			reques	t											
	• Re	actio	n Volume	e: 10µl to	30µl													
	• Cł	emis	tries Supp	ported S	YBR, Pro	be, HR	М											
			I System					ic plate	s with ser	ni-				1				
			lements, 9															
			I System		ature Ra	nge 25.0) – 99.9°(C Heatii	ng: 6°C/s	ес	1							
			°C/sec A															
	• Dv	nami	c Range	9 orders	of magn	itude												

Item	3 No. UMC 23-40 Procurement of Various Laboratory Equipmen 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.]							
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance				
	Comparative Quantitation 2x (Range 1.3x to 3x), 10x (Range 6.5x to 15x)								
	Multiplex 5 channels								
	 Sensitivity (FAM) Discriminates between 2fold populations ranging from 100k to 12 copies with 95% confidence 								
	 Cq uniformity Cq St Dev <0.20 at fast cycling (5sec 95°C/10sec 60°C) 								
	• Uniformity ± 0.25°C								
	• Tm Uniformity with HRM \pm 0.1°C St. Dev. Less than or equal to 0.03°C								
	 Data acquisition time 3 sec for data acquisition in all six channels 								
	• Autovolt: 100 – 240VAC, 50/60Hz, 1100A								
	• Operating Environment 18 – 35°C (65 – 95°F), 85% non-condensing								
	humidity 7500 feet, max altitude								
	 Weight: Not greater than 50 lbs. (23 kg) Dimensions: Not greater than 19.7" W x 18.1 D x 16.5" H (50cm x 46cm x 								
	42cm) • Includes Electronic Tracking qPCR Software. The new ET version								
	showcases secure application login, database file management, electronic audit trail, and report generation (PDF, ppt).								
	 Includes using 21 CFR Part 11 compatible features. Program easily at the plate and well level. 								
	Features								
	 Secure application login with unique username, encrypted 								
	 Database file management for storing and tracking data 								
	 Audit trail tracks when files are created, modified, or archived 								
	 Report generation for audit trail, user accounts, and error logs 								
	Request Introduction to Quantitative PCR guide								
	Inclusions:								
	Compatible UPS								
	Laptop with CORE i7 windows 10 Pro								
	Start up Kit with qPCR tube strips and qPCR master mix	Ì							
	1 year warranty including Calibration and Preventive Maintenance								
4	Refrigerated Centrifuge	1	Unit						
	• Voltage: ~ 200 – 240 V 1 ~								
	• Frequency: 60 Hz								
	Consumption: 450 VA								
	• Emission, immunity: EN/IEC 61326-1, class B								
	• Max. capacity: 30 x 1.5 / 2.0 ml	İ							
	• Max. RPM: 15,000 min-1	Ì							
	• Max. RCF: 21,382								
	• Running time: 1 – 99 min: 59 s, 🛛 continuous run,								
	Short cycle mode (impulse button)	t							

Item No.	3 No. UMC 23-40 Procurement of Various Laboratory Equipmen Specification	[Bidd again Spec	<i>Statement of Compliance</i> [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.]								
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance					
	• Dimensions (WxDxH): 281 x 553 x 260 mm									
	• Weight: approx. 28 kg									
	• Noise level : \leq 59 dB (A)									
	 Temperature control, infinitely variable: from -10 to +40 °C 									
	Includes:									
	Angle Rotor 24 Placer (aerosol tight)									
	Adapter for 1.5ml tubes (24 pcs)									
	Microplate Centrifuge with SWING OUT ROTOR FOR 2 PLACER MICROTITER PLATES 96 WELLS and CARRIER									
	Compatible AVR									
	 1year warranty including Calibration and Preventive Maintenance 									
5	Vortex Mixer	1	Unit							
	Overheat protection self-resetting									
	Permissible ambient conditions 5 - 31 °C at 80 % rel. humidity 32 - 40 °C decreasing linearly up to max. 50 % rel. humidity Weight 2.8 kg									
	Protection class DIN EN 60529 IP 22									
	Rotation speed range 0 - 2,500 rpm									
	Power input 51 W									
	Dimensions: Not more than (w/d/h)134x172 x 105 mm									
	Operating Mode automatic or continuous									
	Rotation speed setting analog									
	 Orbit / Stroke 5 mm Plate for 20-mm diameter test tubes is included as a standard. Test tube tray for flasks up to 50-mm diameter is optionally available in the accessory section 									
	• 1year warranty including Calibration and Preventive Maintenance	1								
6	Mini Centrifuge	1	Unit							
	 Simple Operation and Fixed Speed –6,000 rpm (2,000 x g) fixed speed with Speed Accuracy of +/- 100 RPM 									
	Magnetic Rotor and Tube Versatility – 8-place 1.5 mL/2.0 mL magnetic microtube rotor and 16-place PCR magnetic tube rotor included									
	Small footprint									
	Suitable for use in hoods and cold rooms									
	Carbon dust insulation and safe drainage provisions incorporated into the design									
	Quick Spin Applications									
	Closed rotor									
	• Speed rpm/RCF 6,000 rpm/2,000 x g									
	• Speed rpm/RCF 6,000 rpm/2,000 x g									
	Capacity 8 Place Magnetic Closed Rotor, 1.5 mL/2.0 mL Microcentrifuge Tubes									
	Tube Adapters - Reduction Adaptors for 0.2 mL and 0.5 mL Microtubes									

Item No.	Specification	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							
	Procurement of Various Laboratory Equipment for Genome	render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] Qty Unit Brand							
	Sequencing Laboratory	QUY	Unit	Diana	Compliance				
	Imbalance Detection								
	• Noise Level <55dB								
	• Dimensions (W x D x H) not greater than 6.4 x 6.2 x 4.5 in								
	1year warranty including Calibration and Preventive Maintenance								
7	Automated Nucleic Acid Extraction System	1	Unit						
	With a paramagnetic particle mover								
	• Easy-to-use interface:								
	o Touch screen to start								
	o Prepare and loads sample cartridges								
	o Integrated with Flourometer option								
	DNA extraction from multiple sample types:								
	o Blood, Buccal Swabs, Cells, FFPE, Tissue, Plants and Food, Saliva Tubes, Plasma, Stool (Microbiome) o RNA extraction from multiple sample types: Blood, Cells, FFPE, Tissue,								
	Plants, Plasma o Available publication on the utilization of extraction kit relevant for medical diagnostics or research. (Please provide certification or cite the journal).								
	Cartridge set up can be automated and integrated with a liquid handling								
	Processing Time: 25–60 minutes								
	Number of Samples: 1 up to 16								
	Elution Volume: 30 to 100 ul (dependent on kit and/or user)								
	• UV Bulb for Decontamination: Average lifetime approximately 6,000 hours, length 135.9mm, diameter 16mm, 4W, 0.17A current, 29V, spectral peak F 253.7, UV output 0.9W								
	Weight: Not greater than 24.2lb (11kg)								
	• Dimensions: Not greater than 13W × 13.6D × 11.8H inches (330.2 × 345.2 × 299.7mm) and fits inside a biosafety cabinet								
	Power Requirements: Autovolt: 100–240VAC, 50/60Hz, 2.5A								
	• Fuse: 250VAC, 2.5A, low breaking capacity, time-lag fuse (AC250V, T2.5AL, 5 × 20mm)								
	Samples are eluted in a snap cap tube								
	Utilizes ready to use cartridge	-							
	• With windows tablet	-							
	Provide 1 box of ready to use cartridge								
	With option for barcode reader								
	• 1year warranty on parts and service								
8	Gel Electrophoresis System	1	Unit						
	Safety: Physical interlock between lid and tank	-							
	Max buffer volume: Approx 230 ml (200-225 ml)								
	Electrodes: Platinum wire	<u> </u>			-				
	Gel capacity: One 10.5 x 10 cm or one 10.5 x 6 cm; 0.5 cm thick	-							

Item	3 No. UMC 23-40 Procurement of Various Laboratory Equipme. Specification	11 90							
No.	эрспісацон	agai Spec para or " Bid	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						
				of manufacturer's un-ame l statements of specifica					
		issue	ed by the	e manufacturer, samples, copriate. A statement that	independent test data				
		evid	ence or i	is subsequently found to b	e contradicted by the				
				ented will render the Bid u A statement either in the					
				r the supporting evidence the supporting evidence the grading of the second second second second second second s					
		exec	ution of	the Contract may be regar	ded as fraudulent and				
		the c		dder or supplier liable for e laws and issuances.]	prosecution subject to				
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance				
	Transilluminator: Blue LED, 465 nm								
	 Viewing dimensions: 10.5 x 10.5 cm 								
	 Dimensions: Not greater than 190 x 210 x 140 mm 								
	Weight: Not greater than 0.75 kg								
	• Electrical: 230V, 60Hz								
	Features of Power Supply Unit								
	 Touch screen control with simple operations and programming 								
	 Bright color display with all parameters shown simultaneously 								
	 Dual orientation possible, allowing to fit on a crowded bench 								
	 Automatic crossover function allowing for voltage or current control 								
	Safety features include no load detection, overload detection and power								
	limitation Specifications of Power Supply Unit								
	Output voltage: 10 to 300V, 1V increment								
	Voltage accuracy: ± 2% of displayed value or 3V (whichever is greater)								
	Output current: 4 to 400mA, 1mA increments								
	 Current accuracy: ± 2% of displayed value or 5mA (whichever is greater) 								
	• Max power: 100W								
	Output terminals: 4 pairs in parallel								
	• Timer: 1 min to 9 hrs 59 mins								
	Control panel: 2 x 2 in, TFT color capacitive touch screen								
	• Dimensions (WxDxH): 8.5 x 6.3 x 4.0 inches; 21.5 x 15.5 x 9.75 cm								
	• Weight: 1.5 lbs; 0.68 kg								
	Power requirements: Autovolt: 100 to 240VAC, 50/60Hz								
	Accessories:	1							
	• Inclusive of gel tank with orange filter, casting stand, divider, two trays for short gels, one tray for long gels, two double-sided combs of 12/22 teeth, mini SmartBlue								
	transilluminator and imaging enclosure Includes the ff:								
	 Includes the fit. Nucleic Acid Dye, 500ul 								
	 ○ Nucleic Acid Dye, South ○ TAE Buffer 10X, 1L 								
	 100g, Agarose, Biotechnology Grade, 								
	1 year warranty including Calibration and Preventive Maintenance								
9	PCR Cabinet	1	Unit						
	Automatic safety controller								
	Clear 360° degree viewing								
	Bonded carbon and/or HEPA filtration								
	Integral base with deep spill lip								
	Ductless filter type; No ductwork required;	1							

Item No.	Specification	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				
		etc., evida evida for r comp eithe exec rend	as appr ence or ence pres rejection. pliance o er durin ution of er the Bi	e manufacturer, samples, ropriate. A statement that is subsequently found to b sented will render the Bid u A statement either in the r the supporting evidence ti g Bid evaluation, post- the Contract may be regar. idder or supplier liable for e laws and issuances.]	is not supported by e contradicted by the nder evaluation liable Bidder's statement of hat is found to be false qualification or the ded as fraudulent and	
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance	
	No installation required - plugs directly into a standard 110V or 220V electrical outlet					
	 Clear polycarbonate shell for 360° visibility 					
	Available in standard height or tall version					
	• Extremely quiet operation < 49dBA					
	• Constant monitoring of fume hood face velocity with variable airflow control to user preset value					
	 Gas phase bonded carbon filtration 					
	Lab event timer					
	Safety Features					
	 Brushless, sparkless blower in post-filter 					
	○ Deep base					
	 Electronic gas detection 					
	 Filter and electronics are located above the workspace 					
	○ Filter safety lockout					
	 Low airflow alarm warns the user both visually and audibly 					
	 Real time monitoring of installed filtration bed 					
	Shipped fully assembled					
	• Tested to UL 61010- C22.2 No. 61010-1, and EN 61326-1					
	Conventional hood design					
	• Filter Type Ductless; Bonded Carbon/HEPA					
	Vertical sash					
	• Dimension: Width 32 inch (813 mm); Depth 25 inch (635 mm); Height 40 inch (1016 mm)					
	Certifications: UL, CSA, CE					
	Includes compatible AVR					
	1year warranty including Calibration and Preventive Maintenance					
10	-20 degrees Freezer	1	Unit			
	Main power switch: convenient operation					
	Microprocessor controller: LED digital display					
	Environment friendly refrigerant: CFC-Free and HCFC-Free					
	Powder coated galvanized steel interior					
	Powder coated steel exterior					
	Multiple malfunction alarm: high/low temperature alarm, sensor error alarm, door ajar alarm					
	Safety lock					
	Two types of alarm indications: audible buzzing and visible flashing light					
	Capacity: 278L					
	• External size (WDH): Not greater than 651 x 574 x 1656 mm					

Item No.	Specification	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.]					
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance		
	Internal size (WDH): Not greater than 480 x 415 x 1460 mm						
	Temperature range: -10 to -25°C						
	Ambient temperature: 10 to 32°C						
	Refrigeration type: Direct cooling						
	Manual defrost						
	• 1 foaming door						
	• Noise: 40 dBa						
	Shelves/Drawers: 6/7						
	Power requirement: Autovolt: 220V, 50/60Hz, 170W						
	Standard accessories: Door lock and keys, casters, levelling feet, test hole						
	1year warranty including Calibration and Preventive Maintenance						
11	Portable Next Generation Sequencer	1	Unit				
	 Capable of Read length DNA or RNA presented from short to ultralong (longest >4 Mb) Dimension Size: not greater than W 145 mm, H 35 mm, D 120 mm 						
	Weight: not greater than 455 g						
	Suitable applications include:						
	Whole genomes/exomes						
	Metagenomics						
	Targeted sequencing						
	Whole transcriptome (cDNA)						
	Smaller transcriptomes (direct RNA)						
	Multiplexing for smaller samples						
	 High yields, Up to 50 Gb Flow Cell / 2.8 Gb per Flongle Flow Cell* 						
	* Theoretical max output when system is run for 72 hours (or 16 hours for Flongle) at 420 bases / second. Outputs may vary according to library type, run conditions						
	All-in-one device	<u> </u>					
	High-resolution touchscreen — simple device control and visualization of results	1					
	Complete connectivity — LAN and Wi-Fi enabled	1					
	 Integrated, powerful compute — pre-installed basecalling and analysis software 	1					
	Multiplexing kits for higher sample throughput						
	Package Includes:						
	• 1x Flow Cell Wash Kit, 6 rxns, EXP-WSH004						
	• 1x Control Expansion, 24 rxns, EXP-CTL001						
	1x MinION Mk1C MIN-101C	1					
	• 2x Ligation Sequencing Kit V14 (multiplexing samples), 6 rxns, includes a Flow Cell Priming Kit, 6 rxns SQK-LSK114						

Item	Specification	J					
No.		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.]					
	Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Qty	Unit	Brand	Statement of Compliance		
	• 1x Flow Cell (R10.4.1) FLO-MIN114						
	1x Software Licence & Device warranty						
	• 1x Training Workshop						
	Accessories: Laptop with at least 16GB RAM and 1TB SSD for data analysis, UPS(compatible)						
	1year warranty including Calibration and Preventive Maintenance						
	Nothing Follows						

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

Date:

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) *in accordance with Section 8.5.2 of the IRR*;

Technical Documents

- (b) 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**
- (c) 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; <u>and</u>
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- (f) 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

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or

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

Class "B" Documents

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

<u>or</u>

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

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

- (i) *[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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **<u>and</u>**
- (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

Project Identification No. : _____

Date : _____

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.

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

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

	Name of Bidder			_ Project II	D No	Page		
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
	TOTAL BID							

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. UMC 23-40 Page 1 of 1

1	2	3	4	5	6	7	8	9	10
Item	Description Procurement of Various Laboratory Equipment for Genome Sequencing Laboratory	Country of origin	Quantit y	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Thermal Cycler/ End Point PCR Machine		1 Unit						
2	Micropipettes		6 Unit						
3	qPCR / RT-PCR		1 Unit						
4	Refrigerated Centrifuge		1 Unit						
5	Vortex Mixer		1 Unit						
6	Mini Centrifuge		1 Unit						
7	Automated Nucleic Acid Extraction System		1 Unit						
8	Gel Electrophoresis System		1 Unit						
9	PCR Cabinet		1 Unit						
10	-20 degrees Freezer		1 Unit						
11	Portable Next Generation Sequencer		1 Unit						
	TOTAL BID								

Name: _____

Legal Capacity:

Signature: _____

Duly authorized to sign the Bid for and behalf of:

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

Performance Securing Declaration (Revised)

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

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 <u>for the second offense</u>, 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

<u>[Jurat]</u>

[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.

[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*.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <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]

