

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement for Various Laboratory Equipment for Alabang Testing and Quality Assurance**

**ITB No. 2021-0106-ATQAL**

**Government of the Republic of the Philippines**

## Sixth Edition July 2020

# Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of

Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



## **BIDS AND AWARDS COMMITTEE**

FDA-BAC Ref. No. ITB No. 2021-0106-ATQAL

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### **INVITATION TO BID**

#### **Supply and Delivery of Various Laboratory Equipment for Alabang Testing and Quality Assurance Laboratory (ATQAL)**

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1. The *Food and Drug Administration*, through the **General Appropriations Act (GAA)** intends to apply the sum of **Nine Million Eight Hundred Sixty Five Thousand Pesos (Php9,865,000.00)** being the ABC to payments under the contract for *Procurement of Various Laboratory Equipment for Alabang Testing and Quality Assurance Laboratory (ATQAL)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Food and Drug Administration* now invites bids for the above Procurement Project. Delivery of the Goods is required by **Forty Five (45) Calendar days after receipts of Notice to Proceed**. Bidders should have completed, within **Five (5) Years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Food and Drug Administration* and inspect the Bidding Documents at the address given below during **8:00AM to 5:00AM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **24 – May 2021 to 13 June 2021** from the given address and website(s) below *pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos*

(Php10,000.00). The Food and Drug Administration shall allow the bidder to present its proof of payment for the fees

6. The **Food and Drug Administration** will hold a Pre-Bid Conference<sup>1</sup> on *01 June 2021* at 9:00AM through video conferencing or webcasting via Zoom meeting: <https://zoom.us/j/95748555696?pwd=WHNqL0FwQVA1RDE5MEY1a09tSjlYUT09> which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission on or before 14 June 2021, 8:30AM** at the Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. 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 *14 June 2021* , 9:00AM at the given address below Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Food and Drug Administration* 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:

*Maria Essa C. Tuason*  
*FDA Head, BAC Secretariat*  
Food and Drug Administration BAC Secretariat Room,  
FDA Annex Bldg  
*Tel No. 8857-1900 Loc 8307*  
*bacsec@fda.gov.ph*  
*www.fda.gov.ph*

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.fda.gov.ph>

*20 May 2021*

**ORIGINAL COPY SIGNED**  
**ENGR. ANA TRINIDAD F. RIVERA, MSc**  
**FDA, BAC Chairperson**

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<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***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, *Food and Drug Administration* wishes to receive Bids for the *Procurement of Various Laboratory Equipment for Alabang Testing and Quality Assurance (ATQAL with ITB No. 2021-0103-ATQAL*

The Procurement Project (referred to herein as “Project”) is composed of *Eight (8)*, 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 *F.Y 2021* in the amount of **Php9,865,000.00**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 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. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

*[Select one, delete the other/s]*

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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: *[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.

## 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.

## 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} 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 *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - 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 the **BDS**.

### 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 *[indicate date]*. 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.

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<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. 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 Entity's 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 14 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**

- 20.2. 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, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## **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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Similar contract to be bid</i></li> <li>b. Completed within last five (5) prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting are not allowed</i>
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than _____ [<i>Indicate the amount equivalent to two percent (2%) of ABC</i>], 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 _____ [<i>Indicate the amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul>
19.3	<i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

## 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 *{[Include if Framework Agreement will be used:]} or Framework Agreement* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>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:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each 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> </ol>

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

1. 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
2. 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 *[insert appropriate time period]* months of placing the order.

	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
01	<b>SUPPLY AND DELIVERY OF PCR COOLING RACKS/BLOCKS COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Unit	2	Forty Five (45) calendar days after receipt of Notice to Proceed
02	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF DIGITAL DRY BATH COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Unit	2	Forty Five (45) calendar days after receipt of Notice to Proceed
03	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF PCR CABINET COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Unit	1	Sixty (60) calendar days after receipt of Notice to Proceed
04	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF PHARMACEUTICAL REFRIGERATOR WITH FREEZER COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR</b>	Unit	2	Forty Five (45) calendar days after receipt of Notice to Proceed

	<b>FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>			
05	<b>SUPPLY AND DELIVERY PIPETTORS COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Lot	1	Forty Five (45) calendar days after receipt of Notice to Proceed
06	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF REFRIGERATED CENTRFUGE COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Unit	2	Forty Five (45) calendar days after receipt of Notice to Proceed
07	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF BIOLOGICAL SAFETY CABINET COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA- ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)</b>	Unit	2	Forty Five (45) calendar days after receipt of Notice to Proceed
08	<b>SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF REAL-TIME POLYMERASE CHAIN REACTION (RT-PCR) COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA- ALABANG TESTING</b>	Lot	1	Sixty (60) calendar days after receipt of Notice to Proceed

	<b>QUALITY ASSURANCE LABORATORY (ATQAL)</b>			
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## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><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.]</i></p>

# *Technical Specifications*

## SUPPLY AND DELIVERY OF PCR COOLING RACKS/BLOCKS COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)

<b>Name of the Manufacturer:</b>	<b>Quantity: 2 Units</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Total Estimated Cost: Php 320,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply and delivery of cooling racks complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>A. PCR cooling rack / block</b> a. at least two (2) units Cooling Block that holds 96 0.2mL Tubes, Strips or 96-Well Plates b. at least two (2) units Cooling Block for 1.5-2mL microtubes, at least 30 wells c. at least two (2) units Cooling Block for 1.5-2mL microtubes, at least 12 wells d. at least two (2) Cooling Block for 0.5mL (500µl) microfuge, at least 24-30 Wells	
- Suitable for PCR, cryopreservation, high heat sterilization and decontamination using bleach and alcohol	
<b>B. DELIVERY PERIOD</b>	
<b>B.1</b> Within forty-five (45) calendar days after receipt of Notice to Proceed.	
<b>C. DOCUMENTATION</b> <b>Note:</b> Commitment Letter must be submitted	
<b>C.1</b> Manufacturer's certificate of compliance and inspection must be provided.	
<b>D. OTHER REQUIREMENTS</b> <b>Note:</b> Documentary evidence must be submitted	
<b>D.1</b> The brand must be in the market for at least three (3) years	
<b>D.2</b> Supplier must be in the distributing business of cooling racks or related equipment for at least five (5) years	

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF**  
**DIGITAL DRY BATH COMPLETE WITH ALL NECESSARY PARTS AND**  
**ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE**  
**LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>	<b>Quantity: 2 units</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Total Estimated Cost: Php 314,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of Digital Dry Bath complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>A. Digital Dry Bath</b>	
- Display: LED with backlit	
- Can hold at least two (2) pieces of blocks	
- Temperature range: $\geq 5^{\circ}\text{C}$ to $120^{\circ}\text{C}$	
- Equipped with time and temperature monitoring display	
- <b>INCLUSIONS:</b> <ul style="list-style-type: none"> <li>➤ at least one (1) block for the following: <ul style="list-style-type: none"> <li>a. 0.2 mL PCR tubes and strips</li> <li>b. 0.5 mL microtubes</li> <li>c. 1.5 mL tubes</li> <li>d. 96 wells PCR plates</li> </ul> </li> <li>➤ At least one (1) pc. thermometer (not mercury filled) with a range of <math>\geq 5^{\circ}\text{C}</math> to <math>150^{\circ}\text{C}</math>; calibrated by ISO 17025 accredited service provider at three (3) test points</li> </ul>	
<b>B. POWER SUPPLY</b>	
<b>B.1</b> Electrical Requirement: 220-240 V AC, 60 Hz	
<b>C. DELIVERY PERIOD</b>	
<b>C.1</b> Within forty-five (45) calendar days after receipt of Notice to Proceed.	
<b>D. WARRANTY AND AFTER SALES SERVICE</b>	
Note: For D.1 to D.5 Commitment Letter must be provided.	
<b>D.1</b> A minimum of two (2) years warranty on parts and services of Digital Dry Bath after commissioning and acceptance with provision of annual calibration at three (3) test points by ISO 17025 accredited calibration service provider, during the warranty period.	
<b>D.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.	
<b>D.3</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ), whichever is applicable.  <b>Note:</b> IQ, OQ and PQ protocols must be submitted	
<b>D.4</b> The Supplier must provide technical support, free of charge, for questions concerning maintenance, service,	

troubleshooting and repairs during the entire period of the warranty.	
<b>D.5</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties and after sales services given to FDA shall be honored and continued by the new distributor.  Note: Bidder must provide Certification from the manufacturer	
<b>E. DOCUMENTATION</b> <b>Note:</b> Commitment Letter must be submitted for E.1 to E.7	
<b>E.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance and troubleshooting must be provided	
<b>E.2</b> Manufacturer's certificate of compliance and inspection must be provided.	
<b>E.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.	
<b>E.4</b> IQ, OQ, and PQ protocols, whichever is applicable. The protocols must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.	
<b>E.5</b> Submission of IQ, OQ, and PQ reports, whichever is applicable, within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.	
<b>E.6</b> Inventory of all the deliverable components/hardware, spare parts, and installation accessories with their part number.	
<b>E.7.</b> Checklist for daily, weekly, monthly and quarterly maintenance with corresponding instructions (whichever frequency is applicable). A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted.	
<b>F. TESTING AND ACCEPTANCE</b> <b>Note:</b> Commitment Letter must be provided for F.1 to F.3	
<b>F.1</b> Calibration of the unit at three (3) test points by an ISO 17025 service provider prior to acceptance. Calibration certificate must be submitted.	
<b>F.2</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications	
<b>F.3</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier	
<b>G. TRAINING</b> <b>Note:</b> Commitment Letter must be submitted	
The training should cover operations, troubleshooting, maintenance and service, including the verification of	

equipment's performance. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training should be conducted at the FDA Office for at least four (4) participants. Safety protocols to prevent the spread of COVID-19 virus must be observed. <b>The training shall be provided at no cost to the FDA.</b>	
<b>H. OTHER REQUIREMENTS</b>	
<b>H.1</b> The brand must be in the market for at least five (5) years	
<b>H.2</b> Supplier must be in the Manufacturing and/or Distributing business of Digital Dry Bath for at least three (3) years	
<b>H.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services (e.g. maintenance, repair, etc.), at a minimum.	
<b>H.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery	
<b>H.5</b> The supplier must have at least three (3) local installations of the above unit. One (1) out of three (3) local installations must be the same model as the one being offered.  <b>Note:</b> Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.	

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF**  
**PCR CABINET COMPLETE WITH ALL NECESSARY PARTS AND**  
**ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE**  
**LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>	<b>Quantity: 1 Unit</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Estimated Cost: Php 600,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of PCR Cabinet complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>E. PCR Cabinet</b>	
- One (1) unit table top PCR Laminar flow cabinet inclusive stand	
- External Dimension (W x D x H): at least 820mm x 580mm x 790mm	
- Conforms to at least any of the following: ETL, NSF, ADA or ISO-5	
- With front tempered glass closure and side panels	
- With HEFA filter	
- With UV lamp with timer	
- With soft-touch control panel	
- With audible sound for errors, and/or notifications when filter or UV status diminishes or when requiring replacement	
<b>B. POWER SUPPLY</b>	
<b>B.1</b> Power: 220-240 V AC, 60 Hz	
<b>B.2</b> Provision of Uninterrupted Power Supply with at least 3 KVA that can provide at least 20 mins backup at full load.	
<b>Note:</b> At least one (1) copy of User's and Operating Manual of UPS must be submitted	
<b>C.ACCESSORIES, SPARES AND CONSUMABLES</b>	
<b>C.1</b> Inclusive of: - at least one (1) piece of UV Lamp - at least one (1) piece of HEPA Filter	
<b>D. DELIVERY PERIOD</b>	
<b>D.1</b> Within sixty (60) calendar days after receipt of Notice to Proceed.	
<b>E. WARRANTY AND AFTER SALES</b>	
Note: For E.1 to E.7 Commitment Letter must be provided.	

<p><b>E.1</b> A minimum of two (2) year warranty on parts and services of PCR Cabinet after commissioning and acceptance with provision of re-certification annually by NSF certified service provider during the warranty period (please provide scope of work of the PM visits)</p>	
<p><b>E.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.</p>	
<p><b>E.3</b> Provision of annual preventive maintenance (PM) within the warranty period. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks with calibration of the instrument and all PM parts and consumables (PM kits).</p> <p>There should be a post PM performance check to confirm that the system meets the manufacturer performance specification.</p> <p><b>Note:</b> Details of scope must be provided.</p>	
<p><b>E.4</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ).</p> <p><b>Note:</b> IQ, OQ and PQ protocols must be submitted</p>	
<p><b>E.5</b> The instrument should be attended for repair by trained service personnel within 24 hours from the time fault is reported by the user. The equipment shall have to be made fully operational within 48 hours from the time the fault is reported by the user. In the event of extended down times for the instrument (&gt; 48 hours), the warranty will be extended by the amount of time elapsed until the instrument is back in operation.</p> <p><b>Note:</b> Certificate of training of service personnel must be submitted.</p>	
<p><b>E.6</b> The Supplier must provide technical support, free of charge, for software and for questions concerning maintenance, service, troubleshooting and repairs during the entire period of the warranty.</p>	
<p><b>E.7</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties and after sales services given to FDA shall be honored and continued by the new distributor.</p> <p><b>Note: Bidder must provide Certification from the manufacturer</b></p>	
<p><b>F. DOCUMENTATION</b></p>	

<b>Note:</b> Commitment Letter must be submitted for F.1 to F.7	
<b>F.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance and troubleshooting must be provided	
<b>F.2</b> Manufacturer's certificate of compliance and inspection must be provided.	
<b>F.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.	
<b>F.4</b> IQ, OQ, and PQ protocols. The protocols must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.	
<b>F.5</b> Submission of IQ, OQ, and PQ reports within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.	
<b>F.6</b> Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
<b>F.7.</b> Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted	
<b>G. TESTING AND ACCEPTANCE</b> <b>Note:</b> Commitment Letter must be provided for G.1 to G.2	
<b>G.1</b> The unit must be certified/verified by NSF certified service provider prior to acceptance. Certification/Verification Certificate or Report must be submitted.	
<b>G.1</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications	
<b>G.2</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier	
<b>H. TRAINING</b> <b>Note:</b> Commitment Letter must be submitted	
The training should cover lectures on the theory and principles of the instrument, as well as, hands-on operation. Troubleshooting, maintenance and service, including the verification of equipment's performance should also be discussed. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training	

<p>should be conducted at the FDA Office for at least four (4) participants. Safety protocols to prevent the spread of COVID-19 virus must be observed. The training shall be provided at no cost to the FDA.</p> <p>If necessary, provision of free yearly refresher courses on the operations, post processing and maintenance of the instrument within two (2) years from the date of installation. The refresher course is not limited to hands on operation but also includes actual sample tests.</p>	
<p><b>I. OTHER REQUIREMENTS</b></p>	
<p><b>J.1</b> The brand must be in the market for at least ten (10) years</p>	
<p><b>I.2</b> Supplier must be in the Manufacturing and/or Distributing business of PCR cabinet for at least five (5) years</p>	
<p><b>I.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services, at a minimum.</p>	
<p><b>I.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery</p>	
<p><b>I.5</b> The supplier must have at least ten (10) local installations of the above unit that can be viewed and demo to the end user, if necessary. Two (2) out of ten (10) local installations must be the same model as the one being offered</p> <p><b>Note:</b> Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.</p>	

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF  
PHARMACEUTICAL REFRIGERATOR WITH FREEZER COMPLETE WITH ALL  
NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING  
QUALITY ASSURANCE LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>		<b>Quantity: 2 units</b>
<b>Brand:</b>		<b>Country of Origin:</b>
<b>Total Estimated Cost: Php 809,000.00</b>		<b>Model:</b>
<b>PURCHASER'S SPECIFICATION</b>		<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of Pharmaceutical Refrigerator with Freezer complete with all necessary parts and accessories		Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>F. MAIN UNIT</b>		
<b>Type</b>	Vertical	
<b>Capacity</b> Refrigerator Freezer	At least 120L At least 35L	
<b>Temperature range</b> Refrigerator Freezer	At least +2 to +20°C At least -5 to -30°C	
<b>Temperature Control</b>	Microprocessor control or equivalent	
<b>Display</b>	LED	
<b>Cooling method</b> Refrigerator  Freezer	Fan forced air circulation Direct cooling	
<b>Defrost method</b>	Automatic defrost system	
<b>Refrigerant</b>	Free from ozone depleting substances (i.e., CFC)	
<b>Outer doors</b> Refrigerator  Freezer	Glass door with LED lights, lock and self-closing system  Solid door with lock and self-closing system	
<b>Alarm System</b>	Capable of alarm for at least the following conditions: 1. Power failure 2. Door ajar, 3. Sensor failure 4. High or low temperature	
<b>INCLUSIONS</b>	One (1) unit refrigerator thermometer	

	<p>One (1) unit freezer thermometer</p> <p>Note: both thermometers must be calibrated at three (3) test points by ISO 17025 accredited service provider</p>	
<b>G. POWER SUPPLY</b>		
<b>B.1</b> Electrical Requirements: 220-240 V AC, 60 Hz		
<p><b>B.2</b> Provision of Online Uninterrupted Power Supply with at least 3 KVA that can provide at least 20 mins backup at full load.</p> <p>Power requirement: 220-240V, 60Hz with 90% Power Factor.</p> <p><b>Note:</b> At least one (1) copy of User's and Operating Manual of UPS must be submitted</p>		
<b>H. DELIVERY PERIOD</b>		
<b>C.1</b> Within 45 calendar days after receipt of Notice to Proceed.		
<b>I. WARRANTY AND AFTER SALES</b>		
Note: For D.1 to D.9 Commitment Letter must be provided.		
<b>D.1</b> A minimum of two (2) year warranty on parts and services of pharmaceutical refrigerator with freezer after commissioning and acceptance, with provision of annual calibration by ISO 17025 service provider (at three (3) test points for both refrigerator and freezer) during the warranty period.		
<b>D.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.		
<p><b>D.4</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ).</p> <p><b>Note:</b> IQ, OQ and PQ protocols must be submitted</p>		
<b>D.5</b> The Supplier must provide technical support, free of charge, for software and for questions concerning maintenance, service, troubleshooting and repairs during the entire period of the warranty.		
<b>D.6</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties		

and after sales services given to FDA shall be honored and continued by the new distributor.  <b>Note: Bidder must provide Certification from the manufacturer</b>	
<b>E. DOCUMENTATION</b> <b>Note:</b> Commitment Letter must be submitted for E.1 to E.7	
<b>E.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance and troubleshooting must be provided	
<b>E.2</b> Manufacturer's certificate of compliance and inspection must be provided.	
<b>E.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.	
<b>E.4</b> IQ, OQ, and PQ protocols. The protocols must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.	
<b>E.5</b> Submission of IQ, OQ, and PQ reports within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.	
<b>E.6</b> Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
<b>E.7.</b> Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted	
<b>F. TESTING AND ACCEPTANCE</b> <b>Note:</b> Commitment Letter must be provided for F.1 to F.3	
<b>F.1</b> The equipment must be calibrated for at least three (3) test points each for refrigerator and freezer by ISO 17025 accredited calibration service provider prior to acceptance.	
<b>F.2</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications	
<b>F.3</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing	

<p>which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier</p>	
<p><b>G. TRAINING</b>  <b>Note:</b> Commitment Letter must be submitted</p>	
<p>The training should cover operations, troubleshooting and, maintenance, including the verification of equipment's performance should also be discussed. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training should be conducted at the FDA Office for at least four (4) participants. Safety protocols to prevent the spread of COVID-19 virus must be observed. The training shall be provided at no cost to the FDA.</p>	
<p><b>H. OTHER REQUIREMENTS</b></p>	
<p><b>H.1</b> The brand must be in the market for at least five (5) years</p>	
<p><b>H.2</b> Supplier must be in the Manufacturing and/or Distributing business of pharmaceutical refrigerator with freezer for at least five (5) years</p>	
<p><b>H.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services (e.g. maintenance, repair, etc.), at a minimum.</p>	
<p><b>H.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery</p>	
<p><b>H.5</b> The supplier must have at least five (5) local installations of the above unit that can be viewed and demo to the end user, if necessary. Two (2) out of five (5) local installations must be the same model as the one being offered.</p> <p><b>Note:</b> Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.</p>	

**SUPPLY AND DELIVERY PIPETTORS COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>	<b>Quantity: 1 Lot</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Estimated Cost: Php 337,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply and supply of pipettors complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>J. Pipettors and pipettes tips</b>	
<b>A.1 One (1) Set Single Channel Pipettes – Micro Volume Capacity</b>	
- Single Channel	
- Digital adjustable volume: <ul style="list-style-type: none"> <li>➤ 0.1µL to 2.5 µL (1 unit)</li> <li>➤ 0.5µL to 10 µL (1 unit)</li> <li>➤ 10µL to 100 µL (1 unit)</li> </ul>	
- Autoclavable	
- with at least 4-position display	
- INCLUSIONS: <ul style="list-style-type: none"> <li>➤ With shelf/wall/rack mount <u>that can hold all units</u></li> <li>➤ 10 racks x 96pcs/rack of sterile, filtered, autoclavable and disposable pipette tips for <b>each</b> unit</li> </ul>	
<b>A.2 One (1) Set Single Channel Pipettes – Mid- Volume Capacity</b>	
- Single Channel	
- Digital adjustable volume: <ul style="list-style-type: none"> <li>➤ 2 µL to 20 µL (1 unit)</li> <li>➤ 20 µL to 200 µL (1 unit)</li> <li>➤ 100 µL to 1000 µL (1 unit)</li> </ul>	
- Autoclavable	
- with at least 4-position display	
- INCLUSIONS: <ul style="list-style-type: none"> <li>➤ With shelf/wall/rack mount <u>that can hold all units</u></li> <li>➤ 10 racks x 96pcs/rack of sterile, filtered, autoclavable and disposable pipette tips for <b>each</b> unit</li> </ul>	
<b>K. DELIVERY PERIOD</b>	
<b>B.1</b> Within forty-five (45) calendar days after receipt of Notice to Proceed.	
<b>L. WARRANTY AND AFTER SALES SERVICE</b> Note: For C.1 to C.2 Commitment Letter must be provided.	
<b>C.1</b> A minimum of one (1) year warranty on parts and two (2) years warranty on services of the pipettors after commissioning and acceptance with provision of annual calibration for each unit at three (3) test points by an ISO 17025 service provider during the warranty period.	
<b>C.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.	

<p><b>D. DOCUMENTATION</b>  <b>Note:</b> Commitment Letter must be submitted for D.1 to D.2</p>	
<p><b>D.1</b> Manufacturer's certificate of compliance and inspection must be provided.</p>	
<p><b>D.2</b> One (1) original copy, and one electronic copy in a storage device of user's manuals in English must be provided.</p>	
<p><b>E. TESTING AND ACCEPTANCE</b>  <b>Note:</b> Commitment Letter must be provided for E.1 to E.2</p>	
<p><b>E.1</b> Acceptance testing should be done prior to acceptance.</p>	
<p><b>E.2</b> All units must be calibrated by ISO 17025 service provider at three (3) test points. Calibration Certificate must be submitted</p>	
<p><b>E.3</b> If the units do not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier</p>	
<p><b>F. OTHER REQUIREMENTS</b>  <b>Note:</b> Documented evidence must be submitted</p>	
<p><b>F.1</b> The brand must be in the market for at least ten (10) years</p>	
<p><b>F.2</b> Supplier must be in the distributing business of Pipettors or other related laboratory equipment for at least three (3) years</p>	
<p><b>F.3</b> Supplier must provide a list of at least two (2) local customers supplied with the same models/item/catalog number as those being offered.</p>	

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF REFRIGERATED CENTRIFUGE COMPLETE WITH ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>	<b>Quantity: 2 units</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Total Estimated Cost: Php 1,000,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of Refrigerated Centrifuge complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>M. MAIN UNIT</b>	
- Capable of high-speed centrifugation	
- Equipped with fixed angle rotor for 24 x 1.5mL or 2 mL tubes	
- Run time range: $\geq 1$ to 9 hours; capable of continuous operation	
- Maximum speed (rpm): $\geq 15,000$	
- Temperature range: $\geq -10^{\circ}$ C to $+40^{\circ}$ C	
- With automatic imbalance detection, and cut-off	
- Speed setting: capable of RCF and RPM	
- With fast precooling, and standby cooling to maintain the desired temperature, when not in use	
- Display: digital for speed, time and temperature	
- Buckets and rotor sealing lids must be certified for bio-containment.	
<b>N. POWER SUPPLY</b>	
<b>B.1</b> Electrical Requirements: 220-240 V AC, 60 Hz	
<b>B.2</b> Provision of Online Uninterrupted Power Supply with at least 3 KVA that can provide at least 20 mins backup at full load.  Power requirement: 220-240V, 60Hz with 90% Power Factor.	
<b>Note:</b> At least one (1) copy of User's and Operating Manual of UPS must be submitted	
<b>O. DELIVERY PERIOD</b>	

<p><b>C.1</b> Within 45 calendar days after receipt of Notice to Proceed.</p>	
<p><b>P. WARRANTY AND AFTER SALES</b></p> <p>Note: For D.1 to D.9 Commitment Letter must be provided.</p>	
<p><b>D.1</b> A minimum of two (2) years warranty on parts and services of refrigerated centrifuge after commissioning and acceptance inclusive of annual calibration at three (3) test points for speed and temperature by ISO 17025 service provider during the warranty period.</p>	
<p><b>D.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.</p>	
<p><b>D.3</b> Provision of annual preventive maintenance (PM) within the warranty period. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks with calibration of the instrument and all PM parts and consumables (PM kits).</p> <p>There should be a post PM performance check to confirm that the system meets the manufacturer performance specification.</p> <p><b>Note:</b> Details of scope must be provided.</p>	
<p><b>D.5</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ).</p> <p><b>Note:</b> IQ, OQ and PQ protocols must be submitted</p>	
<p><b>D.6</b> The instrument should be attended for repair by trained service personnel within 24 hours from the time fault is reported by the user. The equipment shall have to be made fully operational within 48 hours from the time the fault is reported by the user. In the event of extended down times for the instrument (&gt; 48 hours), the warranty will be extended by the amount of time elapsed until the instrument is back in operation.</p> <p><b>Note:</b> Certificate of training of service personnel must be submitted.</p>	

<p><b>D.7</b> The Supplier must provide technical support, free of charge, for questions concerning maintenance, service, troubleshooting and repairs during the entire period of the warranty.</p>	
<p><b>D.8</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties and after sales services given to FDA shall be honored and continued by the new distributor.</p> <p>Note: Bidder must provide Certification from the manufacturer</p>	
<p><b>E. DOCUMENTATION</b>  <b>Note:</b> Commitment Letter must be submitted for E.1 to E.7</p>	
<p><b>E.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance and troubleshooting must be provided</p>	
<p><b>E.2</b> Manufacturer's certificate of compliance and inspection must be provided.</p>	
<p><b>E.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.</p>	
<p><b>E.4</b> IQ, OQ, and PQ protocols. The protocols must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.</p>	
<p><b>E.5</b> Submission of IQ, OQ, and PQ reports within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.</p>	
<p><b>E.6</b> Inventory of all the deliverable components/hardware, spare parts, and installation accessories with their part number.</p>	
<p><b>E.7.</b> Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted</p>	
<p><b>F. TESTING AND ACCEPTANCE</b>  <b>Note:</b> Commitment Letter must be provided for F.1 to F.3</p>	
<p><b>F.1</b> The equipment must be calibrated (speed and temperature, at three test points for each</p>	

parameter) prior to acceptance. Calibration certificate must be submitted.	
<b>F.2</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications	
<b>F.3</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier	
<b>G. TRAINING</b> <b>Note:</b> Commitment Letter must be submitted	
<p>The training should cover lectures on the theory and principles of the instrument, its applications and operations. Troubleshooting and maintenance, including the verification of equipment's performance should also be discussed. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training should be conducted at the FDA Office for at least four (4) participants. Safety protocols to prevent the spread of COVID-19 virus must be observed. The training shall be provided at no cost to the FDA.</p> <p>If necessary, provision of free yearly refresher courses on the operations, and maintenance of the instrument within two (2) years from the date of installation. The refresher course is not limited to hands on operation but also includes actual sample tests.</p>	
<b>H. OTHER REQUIREMENTS</b>	
<b>J.1</b> The brand must be in the market for at least ten (10) years	
<b>H.2</b> Supplier must be in the Manufacturing and/or Distributing business of refrigerated centrifuge for at least five (5) years	
<b>H.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services (e.g. maintenance, repair, etc.), at a minimum.	
<b>H.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery	

**H.5** The supplier must have at least five (5) local installations of the above unit that can be viewed and demo to the end user, if necessary. Two (2) out of five (5) local installations must be the same model as the one being offered.

**Note:** Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF  
BIOLOGICAL SAFETY CABINET COMPLETE WITH ALL NECESSARY PARTS  
AND ACCESSORIES FOR FDA-ALABANG TESTING QUALITY ASSURANCE  
LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>	<b>Quantity: 2 units</b>
<b>Brand:</b>	<b>Country of Origin:</b>
<b>Total Estimated Cost: Php 1,440,000.00</b>	<b>Model</b>
<b>PURCHASER'S SPECIFICATION</b>	<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of Biological Safety Cabinet (BSC) complete with all necessary parts and accessories	Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>A. MAIN UNIT</b>	
- Class II Type A2, 4 Ft.	
- Ductless	
- Dimension (exterior) of at least: 80cm x 130cm x 156.8 cm	
- Fully-closing, clear tempered safety glass sash with working height opening	
- Supply and exhaust with HEPA filter	
- With leak tight stainless-steel interior	
- with at least one (1) outlet and at least two (2) receptacles	
- conforms to any of the following: ETL, NSF-ANSI 49, ADA and ISO	
<b>Safety Features</b>	
- with security lock to operate the BSC	
- With audible sound for errors, and/or notifications when filter status diminishes to 20% and/or when requiring replacement	
<b>B. POWER SUPPLY</b>	
<b>B.1 Power</b>	220-240 V AC, 60 Hz
<b>B.2 Provision of Online Uninterrupted Power Supply with at least 3 KVA that can provide at least 20 mins backup at full load.</b>	
Power requirement: 220-240V, 60Hz with 90% Power Factor.	
<b>Note:</b> At least one (1) copy of User's and Operating Manual of UPS must be submitted	
<b>C. ACCESSORIES, SPARES AND CONSUMABLES</b>	
<b>C.1 Inclusive of:</b>	
- at least one (1) piece of UV Lamp	
- at least one (1) piece of HEPA Filter	

<b>D. DELIVERY PERIOD</b>	
<b>D.1</b> Within forty-five (45) calendar days after receipt of Notice to Proceed.	
<b>E. WARRANTY AND AFTER SALES SERVICES</b> Note: For E.1 to E.8 Commitment Letter must be provided.	
<b>E.1</b> A minimum of two (2) years warranty on parts and services of BSC after commissioning and acceptance, inclusive of annual re-certification by NSF certified service provider.	
<b>E.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.	
<b>E.3</b> Provision of two (2) preventive maintenance (PM) visits annually during the warranty period. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks with calibration of the instrument and all PM parts and consumables (PM kits).  There should be a post PM performance check to confirm that the system meets the manufacturer performance specification.  <b>Note:</b> Details of scope must be provided.	
<b>E.5</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ).  <b>Note:</b> IQ, OQ and PQ protocols must be submitted	
<b>E.6</b> The instrument should be attended for repair by trained service personnel within 24 hours from the time fault is reported by the user. The equipment shall have to be made fully operational within 48 hours from the time the fault is reported by the user. In the event of extended down times for the instrument (> 48 hours), the warranty will be extended by the amount of time elapsed until the instrument is back in operation.  <b>Note:</b> Certificate of training of service personnel must be submitted.	
<b>E.7</b> The Supplier must provide technical support, free of charge, for software (if applicable) and for	

questions concerning maintenance, service, troubleshooting and repairs during the entire period of the warranty.	
<p><b>E.8</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties and after sales services given to the FDA shall be honored and continued by the new distributor.</p> <p>Note: Bidder must provide Certification from the manufacturer</p>	
<p><b>F. DOCUMENTATION</b>  <b>Note:</b> Commitment Letter must be submitted for F.1 to F.7</p>	
<b>F.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance and troubleshooting must be provided	
<b>F.2</b> Manufacturer's certificate of compliance and inspection must be provided.	
<b>F.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.	
<b>F.4</b> IQ, OQ, and PQ protocols. The protocols must provide the necessary information and test procedures required to prove that the instrument meets the specified requirements.	
<b>F.5</b> Submission of IQ, OQ, and PQ reports within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.	
<b>F.6</b> Inventory of all the deliverable components/hardware, software (if applicable), spare parts, and installation accessories with their part number.	
<p><b>F.7.</b> Checklist for recommended maintenance with corresponding instructions and recommended frequency.  A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted</p>	
<p><b>G. TESTING AND ACCEPTANCE</b>  <b>Note:</b> Commitment Letter must be provided for G.1 to G.3</p>	
<b>G.1</b> The equipment must be verified/certified by NSF certified service provider prior to acceptance. Verification/Certification report must be submitted.	

<p><b>G.2</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications</p>	
<p><b>G.3</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier</p>	
<p><b>H. TRAINING</b>  <b>Note:</b> Commitment Letter must be submitted</p>	
<p>The training should cover lectures on the theory and principles of the instrument, its applications, software applications, data processing and interpretation, as well as intensive hands-on operation. Basic and advanced troubleshooting, maintenance and service, including the verification of equipment's performance should also be discussed. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training should be conducted at the FDA Office for at least fourteen (14) participants, which should be done in batches in observance of the safety protocols to prevent the spread of COVID-19 virus. The training shall be provided at no cost to the FDA.</p> <p><i>If necessary</i>, provision of free yearly refresher course on the operations, and maintenance of the instrument within two (2) years from the date of installation. The refresher course is not limited to hands on operation but also includes actual sample tests.</p>	
<p><b>I. OTHER REQUIREMENTS</b></p>	
<p><b>I.1</b> The brand must be in the market for at least ten (10) years</p>	
<p><b>I.2</b> Supplier must be in the Manufacturing and/or Distributing business of BSC for at least five (5) years</p>	
<p><b>I.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services (e.g. maintenance, repair, etc.), at a minimum.</p>	
<p><b>I.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery</p>	

**I.5** The supplier must have at least ten (10) local installations of the above unit that can be viewed and demo to the end user, if necessary. Two (2) out of ten (10) units must be the same model as the one being offered.

**Note:** Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF  
REAL-TIME POLYMERASE CHAIN REACTION (RT-PCR) COMPLETE WITH  
ALL NECESSARY PARTS AND ACCESSORIES FOR FDA-ALABANG TESTING  
QUALITY ASSURANCE LABORATORY (ATQAL)**

<b>Name of the Manufacturer:</b>		<b>Quantity: 1 Lot</b>
<b>Brand:</b>		<b>Country of Origin:</b>
<b>Estimated Cost: Php 5,045,000.00</b>		<b>Model:</b>
<b>PURCHASER'S SPECIFICATION</b>		<b>SUPPLIER'S SPECIFICATION</b>
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning and testing of Real-Time Polymerase Chain Reaction (RT-PCR) complete with all necessary parts and accessories. The key applications include: Gene expression analysis, pathogen/virus detection, SNP (single nucleotide polymorphisms) Genotyping, mutation analysis, gene scanning, microRNA detection, protein thermal shift		Note: Supplier must fill-up this column item by item and that the word "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
<b>A. RTPCR UNIT</b>		
Maximum ramp rate	≥ 3.5°C/sec	
Average ramp rate	≥ 3.0°C/sec	
Heating and cooling method	Peltier	
Lid	Heats up to ≥105°C	
Temperature range	≥ 37 to 99°C	
Temperature accuracy	≤ ±0.5°C	
Temperature uniformity	≤ ±0.4°C	
Gradient Operational range	≥ 30 to 100°C	
Sample capacity	96 wells x 0.2mL tubes, plates, or strips	
Reaction volume range	≥1 to 50µL	
Excitation	≥ 4 filtered LED	
Detection	≥ 5 filtered photodiodes	
Multiplexing	≥5 targets with filter combinations	
Range of excitation/emission wavelengths	≥450nm to 650 nm	
Sensitivity	Detects one copy of target sequence	
Dynamic Range	≥10 orders of magnitude	
Scan Time	≤ 3 seconds	

Single Channel Fast Scan		
Scan Time All Channels	≤ 12 seconds	
Dye compatibility	Compatible with at least the following: FAM/SYBR Green, VIC/HEX/JOE/TET, ROX/Texas Red, Cy 5	
<b>Q. INSTRUMENT CONTROL, SOFTWARE AND DATA SYSTEM</b>		
<b>B.1 HARDWARE</b>		
<ul style="list-style-type: none"> <li>- includes one (1) branded computer set equipped with the latest Operating System (at least 64 bit) compatible with the PCR Unit and Software.</li> <li>- Monitor : at least 24-inches LED</li> <li>- Memory : at least 8GB DDR3 1600</li> <li>- Hard Drive: at least 500GB Hard Drive/Solid State Drive</li> <li>- Graphics Card: Separate card at least 1GB</li> <li>- I/O Ports : includes Audio jack; USB 3.0; LAN port; USB 2.0; VGA</li> <li>- Network Interface : 10/1000 Mbps</li> <li>- Audio : HD Audio</li> <li>- Input Device : USB or wireless Keyboard and Mouse</li> <li>- Includes 1 TB portable hard disk ;</li> <li>- with DVD writer;</li> <li>- with separate graphics card (at least 1 GB);</li> <li>- with USB or wireless keyboard &amp; mouse;</li> <li>- also equipped with Licensed Microsoft Business Office or equivalent, and with at least one (1) year licensed anti-virus</li> </ul>		
<b>B.2 HARDWARE (3-in-1 Printer)</b>		
<ul style="list-style-type: none"> <li>- Colored printer (with 4 color-ink) with continuous ink-tank system</li> <li>- 2 sets of ink (set compose of Black, Magenta, Cyan and Yellow)</li> </ul>		
<b>B.3 SOFTWARE</b>		
<p>a. should be licensed, user friendly and should include sequence detection for the following applications, at a minimum:</p> <ul style="list-style-type: none"> <li>- Food pathogen detection</li> <li>- GMOs, Food Allergens</li> <li>- Speciation or product authentication (Species Identification)</li> </ul>		
<p>b. With PCR Quantitation and Qualification inclusive of the following, at a minimum:</p>		

<ul style="list-style-type: none"> <li>- Standard curve</li> <li>- gene expression analysis</li> <li>- melt curve analysis</li> <li>- Pathogen detection</li> <li>- mutation detection</li> </ul>		
c. Capable of Audit Trail and compliant with 21 CFR Part 11		
d. Capable if exporting data/ graph to Microsoft Office applications (e.g. excel spreadsheets and words)		
e. Capable of generating reports which are customizable to contain information such as run settings, data graphs and spreadsheets. Reports generated can be directly printed and/or saved and exported as PDF.		
Communications	USB 2.0	
Electrical approvals	IEC, CE	
Display	Interactive touch screen with real time application viewing	
<b>R. POWER SUPPLY</b>		
<b>B.1</b> Power	220-240 V AC, 60 Hz	
<p><b>B.2</b> Provision of Online Uninterrupted Power Supply with at least 3 KVA that can provide at least 20 mins backup at full load.</p> <p>Power requirement: 220-240 V AC, 60Hz with 90% Power Factor.</p> <p><b>Note:</b> At least one (1) copy of User's and Operating Manual of UPS must be submitted</p>		
<b>S. ACCESSORIES, SPARES AND CONSUMABLES</b>		
<p><b>C.1. Two (2) units Mini Centrifuge</b></p> <ul style="list-style-type: none"> <li>- with quick release rotor system and electronic brake</li> <li>- Safety feature: with dual lid switch</li> <li>- Maximum Speed: <math>\geq 6,000</math> rpm (2000 x g)</li> <li>- Maximum Capacity: 6 to 8 microcentrifuge tubes (1.5mL/2.0mL), with adapters for 2-4 PCR tube strips</li> <li>- Electrical Requirements: 220 - 230 V, 60 Hz</li> <li>- Warranty: with at least one (1) year warranty on parts and services, inclusive of annual preventive maintenance and re-certification during the warranty period</li> <li>-Unit must be verified/certified prior to acceptance</li> </ul>		
<b>C.2 One (1) units Vortex mixer</b>		

<ul style="list-style-type: none"> <li>- Maximum Speed: ≤ 3400 rpm</li> <li>- Equipped with touch and continuous mix modes</li> <li>- Equipped with variable speed for gentle to vigorous mixing</li> <li>- portable</li> <li>- Inclusion: cup head for all standard microtubes and centrifuge tubes</li> <li>- Electrical Requirements: 220 - 230 V, 60 Hz</li> <li>- Warranty: with at least one (1) year warranty on parts and services</li> </ul>	
<p><b>C.3 PCR Tube strips with caps</b>  -0.2 mL clear, thin-wall polypropylene 8-tube strip for PCR (package of 120 x 2 sets)</p>	
<p><b>C.4 Provision of the following kits:</b>  - at least five (5) Virus RNA/DNA Extraction Kits  - at least one (1) COVID-19 Detection Kits  Note: kits must be delivered only after the RT PCR Unit has been fully commissioned. Expiration date must be at least six (6) months upon delivery.</p>	
<p><b>D. DELIVERY PERIOD</b></p>	
<p><b>D.1</b> Within sixty (60) calendar days after receipt of Notice to Proceed.</p>	
<p><b>F. WARRANTY AND AFTER SALES SERVICES</b>  Note: For E.1 to E.9 Commitment Letter must be provided.</p>	
<p><b>E.1</b> A minimum of two (2) year warranty on parts and services of RT PCR system after commissioning and acceptance with annual calibration/re-certification during the warranty period.</p>	
<p><b>E.2</b> During the warranty period, the Supplier must repair or replace any system component due to manufacturing defects on site at no charge to FDA. Labor and travel costs must be included in the warranty program.</p>	
<p><b>E.3</b> Provision of two (2) preventive maintenance (PM) visits annually within the warranty period. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks with calibration/re-certification of the instrument, and all PM parts and consumables (PM kits).</p> <p>There should be a post PM performance check to confirm that the system meets the manufacturer performance specification.</p> <p><b>Note:</b> Details of scope must be provided.</p>	

<p><b>E.5</b> Provision of a qualification package. The package must include Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ).</p> <p><b>Note:</b> IQ, OQ and PQ protocols must be submitted</p>	
<p><b>E.6</b> If an upgraded software of the instrument is released during the warranty period the Supplier should provide this to FDA free of charge.</p>	
<p><b>E.7</b> The instrument should be attended for repair by trained service personnel within 24 hours from the time fault is reported by the user. The equipment shall have to be made fully operational within 48 hours from the time the fault is reported by the user. In the event of extended down times for the instrument (&gt; 48 hours), the warranty will be extended by the amount of time elapsed until the instrument is back in operation.</p> <p><b>Note:</b> Certificate of training of service personnel must be submitted.</p>	
<p><b>E.8</b> The Supplier must provide technical support, free of charge, for software and for questions concerning maintenance, service, troubleshooting and repairs during the entire period of the warranty.</p>	
<p><b>E.9</b> In case there is a transfer of sole-distributor rights, the former distributor shall ensure that the warranties and after sales services given to FDA shall be honored and continued by the new distributor.</p> <p><b>Note:</b> Bidder must provide Certification from the manufacturer</p>	
<p><b>G. DOCUMENTATION</b>  <b>Note:</b> Commitment Letter must be submitted for G.1 to G.7</p>	
<p><b>G.1</b> Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting must be provided</p>	
<p><b>G.2</b> Manufacturer's certificate of compliance and inspection must be provided.</p>	
<p><b>G.3</b> One (1) original copy, and one electronic copy in a storage device of operating and service manuals in English must be provided.</p>	
<p><b>G.4</b> IQ, OQ, and PQ protocols. The protocols must provide the necessary information and test</p>	

procedures required to prove that the instrument meets the specified requirements.	
<b>G.5</b> Submission of IQ, OQ, and PQ reports within three (3) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable. Certificate of qualification must also be issued.	
<b>G.6</b> Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
<b>G.7.</b> Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post PM performance check procedures to confirm that the system meets the manufacturer's performance specification must also be submitted.	
<b>H. TESTING AND ACCEPTANCE</b> <b>Note:</b> Commitment Letter must be provided for H.1 to H.2	
<b>H.1</b> Acceptance testing will occur after completion of the training course and after the supplier states the system is installed and ready to perform in compliance with specifications	
<b>H.2</b> If the system does not meet standard performance expectations, the Supplier will have one month to rectify the defects and clear the acceptance test, failing which, the FDA reserves the right to get the equipment replaced by FDA at no extra cost to the purchaser. The succeeding conduct of the validation/qualification shall also be the responsibility and at the cost of the Supplier	
<b>I. TRAINING</b> <b>Note:</b> Commitment Letter must be submitted	
The training should cover lectures on the theory and principles of the instrument, its applications, software applications, data processing and interpretation, as well as intensive hands-on operation. Basic and advanced troubleshooting, maintenance and service, including the verification of equipment's performance should also be discussed. Considering the new normal situation, lectures may be conducted virtually. However, hands-on training should be conducted at the FDA Office for at least fourteen (14) participants, which should be done in batches in observance of the safety protocols to prevent the spread of COVID-19 virus. The training shall be provided at no cost to the FDA.	

<p>If necessary, provision of free yearly refresher courses on the operations, post processing and maintenance of the instrument within two (2) years from the date of installation. The refresher course is not limited to hands on operation but also includes actual sample tests.</p>	
<p><b>J. OTHER REQUIREMENTS</b></p>	
<p><b>J.1</b> The brand must be in the market for at least ten (10) years</p>	
<p><b>J.2</b> Supplier must be in the Manufacturing and/or Distributing business of RT-PCR for at least five (5) years</p>	
<p><b>J.3</b> Supplier must submit a proof of authorization from the Manufacturer of the offered equipment. Authorization must include sales, distribution of equipment and its parts, and after sales services, at a minimum.</p>	
<p><b>J.4</b> Provide certification of availability and continuity of spare parts for at least 5 years after delivery</p>	
<p><b>J.5</b> The supplier must have at least ten (10) local installations of RTPCR that can be viewed and demo to the end user, if necessary. Two (2) out of ten (10) local installations must be the same model as the one being offered.</p> <p><b>Note:</b> Bidder to submit list of companies with installed unit. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.</p>	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# 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

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

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

***Class “B” Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

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

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

## BIDS AND AWARDS COMMITTEE

<b>ITB No.</b>		<b>Date /Time of Opening and Evaluation of Bids:</b>	
----------------	--	--	--

<b>Project Title:</b>
Approved Budget for the Contract:
<b>Name of Bidder:</b>
<b>Address:</b>

### CHECKLIST OF DOCUMENTS FOR THE OPENING AND BID EVALUATION OF BIDDING DOCUMENTS

(Note: Write if PASSED or FAILED on the left space provided.)

#### I. PRELIMINARY EXAMINATION OF BIDS:

##### A. Two Envelope System

	1. Original Bid Copy
	2. Copy 1 & 2

##### B. Marking of Bids

	1. Arranged
	2. Numbered/Tabbed
	3. Original Copies of the Bid Document must be duly signed by prospective bidder or authorized representative using blue ink pen

#### I. TECHNICAL COMPONENTS - (ENVELOPE ONE)

<u>Passed/Failed Remarks</u>	Eligibility Documents (Class "A" Documents)	
	Page No.	LEGAL DOCUMENTS
	<b>1</b>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);or
	<b>1.1</b>	(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).
<b>LEGAL DOCUMENTS</b>		
	<b>2.</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
	<b>3.</b>	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
	<b>4.</b>	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	<b>5.</b>	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	<b>6.</b>	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.
<b>FINANCIAL DOCUMENTS</b>		
	<b>7.</b>	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
	<b>8.</b>	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.
<b>(Class "A" Documents)</b>		
	<b>9.</b>	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.

## **II. FINANCIAL COMPONENTS - (ENVELOPE TWO)**

	Financial Proposal Submission Form, to include the following	
	<b>A</b>	Duly accomplished and signed Bid Form; Bid Amount in Figures: Php _____ Bid                      Amount                      in                      Words: _____ _____ _____
Other documentary requirements under RA No. 9184 (as applicable)		
	<b>B</b>	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
		Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**III. OVER-ALL REMARKS**

	<b>PASSED</b>	<b>FAILED</b>
<b>TECHNICAL COMPONENTS</b>		
<b>FINANCIAL COMPONENTS</b>		

**OTHERS (e.g. ground/s for failed bid):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

