

NOTE:

1. ALL ENTRIES MUST BE TYPEWRITTEN OR LEGIBLY HANDWRITTEN. BIDDERS MAY SUBMIT QUOTATIONS PROVIDED THAT ABOVE MATRIX DETAILS ARE COMPLETELY PROVIDED AND SHALL BE SUBMITTED USING COMPANY LETTERHEAD;
2. DELIVERY OF SERVICES SHALL BE DONE WITHIN THIRTY (30) CALENDAR DAYS UPON RECEIPT OF APPROVED PURCHASE ORDER (P.O.);
3. WARRANTY SHALL BE FOR A MINIMUM PERIOD OF THREE (3) MONTHS, IN THE CASE OF EXPENDABLE SUPPLIES, OR A MINIMUM PERIOD OF ONE (1) YEAR, IN THE CASE OF NON-EXPENDABLE SUPPLIES, AFTER ACCEPTANCE BY THE PROCURING ENTITY OF THE DELIVERED SUPPLIES;
4. PRICE VALIDITY SHALL BE SIXTY (60) CALENDAR DAYS;
5. BIDDERS MAY SUBMIT ORIGINAL BROCHURES SHOWING CERTIFICATION OF THE PRODUCT BEING OFFERED, IF APPLICABLE;
6. PLEASE QUOTE YOUR GOVERNMENT PRICE(S) INCLUDING VAT OR OTHER APPLICABLE TAXES AND OTHER INCIDENTAL EXPENSES FOR THE TERMS LISTED/ATTACHED.
7. PLEASE SUBMIT YOUR SEALED QUOTATION/S ADDRESSED DIRECTLY TO:

ATTY. STELLA MARIS M. PROMENTILLA-BANARES, JD, DipIR, MIR
Chairperson, FDA- SLC-BIDS AND AWARDS COMMITTEE
FOOD AND DRUG ADMINISTRATION
CIVIC DRIVE FILINVEST, ALABANG, MUNTINLUPA CITY

c/o MARIBEL S. PEREZ
Head Secretariat, FDA- SLC-BIDS AND AWARDS COMMITTEE
or email at: slc-bac@fda.gov.ph

DEADLINE OF SUBMISSION OF QUOTATION/S PhilGeps Closing Date:

8. LATE BIDS SHALL NOT BE ACCEPTED;
9. FOR OTHER INQUIRIES/ CONCERNS ABOUT THE ITEMS, PLEASE CONTACT **ERJOHN N. ROPERO** at enropero@fda.gov.ph
10. THE FOOD AND DRUG ADMINISTRATION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, DECLARE A FAILURE OF THE PROCUREMENT, OR NOT AWARD THE CONTRACT AT ANY TIME PRIOR TO CONTRACT AWARD IN ACCORDANCE WITH SECTION 41 OF RA 9184 AND ITS IRR, WITHOUT INCURRING ANY LIABILITY TO THE AFFECTED BIDDER OR BIDDERS.
11. **WARRANTY (Section 62 of the Revised IRR of RA 9184):** FOR THE PROCUREMENT OF GOODS, IN ORDER TO ASSURE THAT MANUFACTURING DEFECTS SHALL BE CORRECTED BY THE SUPPLIER, A WARRANTY SECURITY SHALL BE REQUIRED FROM THE CONTRACT AWARDEE FOR A MINIMUM PERIOD OF THREE (3) MONTHS, IN THE CASE OF EXPENDABLE SUPPLIES, OR A MINIMUM PERIOD OF ONE (1) YEAR, IN THE CASE OF NON-EXPENDABLE SUPPLIES, AFTER ACCEPTANCE BY THE PROCURING ENTITY OF THE DELIVERED SUPPLIES. THE OBLIGATION FOR THE WARRANTY SHALL BE COVERED BY EITHER RETENTION MONEY IN AN AMOUNT EQUIVALENT TO AT LEAST ONE PERCENT (1%) BUT NOT TO EXCEED FIVE PERCENT (5%) OF EVERY PROGRESS PAYMENT, OR A SPECIAL BANK GUARANTEE EQUIVALENT TO AT LEAST ONE PERCENT (1%) BUT NOT TO EXCEED FIVE PERCENT (5%) OF THE TOTAL CONTRACT PRICE. THE SAID AMOUNTS SHALL ONLY BE RELEASED AFTER THE LAPSE OF WARRANTY PERIOD OR, IN THE CASE OF EXPENDABLE SUPPLIES, AFTER CONSUMPTION THEREOF; PROVIDED, HOWEVER, THAT THE SUPPLIES DELIVERED ARE FREE FROM PATENT AND LATENT DEFECTS AND ALL THE CONDITIONS IMPOSED UNDER THE CONTRACT HAVE BEEN FULLY MET.
12. **LIQUIDATED DAMAGES (Section 68 of the Revised IRR of RA 9184):** ALL CONTRACTS EXECUTED IN ACCORDANCE WITH THE ACT AND THIS IRR SHALL CONTAIN A PROVISION ON LIQUIDATED DAMAGES WHICH SHALL BE PAYABLE BY THE CONTRACTOR IN CASE OF BREACH THEREOF. FOR THE PROCUREMENT OF GOODS, INFRASTRUCTURE PROJECTS AND CONSULTING SERVICES, THE AMOUNT OF THE LIQUIDATED DAMAGES SHALL BE AT LEAST EQUAL TO ONE-TENTH OF ONE PERCENT (0.001) OF THE COST OF THE UNPERFORMED PORTION FOR EVERY DAYS OF DELAY. ONCE THE CUMULATIVE AMOUNT OF LIQUIDATED DAMAGES REACHES TEN PERCENT (10%) OF THE AMOUNT OF THE CONTRACT, THE PROCURING ENTITY MAY RESCIND OR TERMINATE THE CONTRACT, WITHOUT PREJUDICE TO OTHER COURSES OF ACTION AND REMEDIES AVAILABLE UNDER THE CIRCUMSTANCES.

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