PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply, Delivery, Installation, Commissioning, And Testing of Brand-New Spectrophotometers complete with all necessary parts and accessories for Common Services Laboratory (CSL) – Alabang and Cebu Testing and Quality Assurance Laboratories (ATQAL and CTQAL)

ITB No. 2024-0041-CSL

FOOD AND DRUG ADMINISTRATION
Civic Drive, Filinvest Corporate City
Alabang, Muntinlupa City

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.

Table of Contents

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.

CENTRALIZED BIDS AND AWARDS COMMITTEE

FDA-CENBAC Ref. No. ITB NO. 2024-0041-CSL

INVITATION TO BID

Supply, Delivery, Installation, Commissioning, And Testing of Brand-New Spectrophotometers complete with all necessary parts and accessories for Common Services Laboratory (CSL) – Alabang and Cebu Testing and Quality Assurance Laboratories (ATQAL and CTQAL)

1. The ***Food and Drug Administration***, through the **Special Account in the General Fund (SAGF)** intends to apply the sum of ***Ten Million Seven Hundred Ninety Thousand Pesos Only (Php10,790,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply, Delivery, Installation, Commissioning, And Testing of Brand-New Spectrophotometers complete with all necessary parts and accessories for Common Services Laboratory (CSL) – Alabang and Cebu Testing and Quality Assurance Laboratories (ATQAL and CTQAL)** to wit:

Item no.	Item Description	Quantity	End-User	Total ABC (Php)
1	UV-Vis Spectrophotometer	1	CSL-ATQAL	1,600,000.00
2	UV-Vis Spectrophotometer	1	CSL-CTQAL	1,600,000.00
3	Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer	1	CSL-ATQAL	6,590,000.00
4	Microplate Reader	1	CSL-ATQAL	1,000,000.00
GRAND TOTAL				**Php10,790,000.00**

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 **not more than ninety (90) calendar days upon receipt 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 5:00PM.***

5. A complete set of Bidding Documents may be acquired by interested Bidders on *27 March 2024 to 16 April 2024* from the given address and website(s) below *pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Twenty – Five Thousand Pesos Only (Php25,000.00).*** The Procuring Entity 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[1] on *04 April 2024 at 9:00AM* through video conferencing or webcasting *via Microsoft Teams Meeting Link:* https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmQ5ODkwZjItM2FlMy00ZDBjLWE1YjctYTNjMThjODYxOWVi%40thread.v2/0?context=%7b%22Tid%22%3a%229ff96714-1510-4651-af07-60d5630380ab%22%2c%22Oid%22%3a%225ff40fe4-2c55-4d25-9266-77af65fa914c%22%7d which shall be open to prospective bidders.

7. Bids must be duly received by the CenBAC Secretariat through **manual submission on or 16 April 2024, 08:30AM** at the Food and Drug Administration CenBAC Secretariat Room, FDA Annex Bldg. Late bids shall not be accepted. **(Note: Scanned copy of bids shall be provided and enclosed within the bid envelope. Files shall be saved in a USB flash drive and password protected)**

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 **16 April 2024** at **09:00 AM** at Food and Drug Administration CenBAC 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:

    ATTY. ALBERTITO C. GARCIA
    Head, CenBAC 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*

DTN: 20240221152333

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

26 March 2024

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

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 *Supply, Delivery, Installation, Commissioning and Testing of Brand-New Chromatographs complete with all necessary parts and accessories for Common Services Laboratory (CSL) – Alabang and Cebu Testing and Quality Assurance Laboratories*, with identification number **ITB No. 2024-0041-CSL.**

The Procurement Project (referred to herein as "Project") is composed of Four (4) Items, the details of which are described in Section VII (Technical Specifications).

Item no.	Item Description	Quantity	End-User	Total ABC (Php)
1	UV-Vis Spectrophotometer	1	CSL-ATQAL	1,600,000.00
2	UV-Vis Spectrophotometer	1	CSL-CTQAL	1,600,000.00
3	Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer	1	CSL-ATQAL	6,590,000.00
4	Microplate Reader	1	CSL-ATQAL	1,000,000.00
GRAND TOTAL				**Php10,790,000.00**

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***FY 2023*** in the amount of ***Ten Million Seven Hundred Ninety Thousand Pesos Only (Php10,790,000.00)*.**

2.2. The source of funding is:

a. Special Allotment in the General Fund (SAGF) – CY 2023 Continuing Appropriation (ConAp)

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.

5.3. 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:

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 that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

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 meeting link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmQ5ODkwZjItM2FlMy00ZDBjLWE1YjctYTNjMThjODYxOWVi%40thread.v2/0?context=%7b%22Tid%22%3a%229ff96714-1510-4651-af07-60d5630380ab%22%2c%22Oid%22%3a%225ff40fe4-2c55-4d25-9266-77af65fa914c%22%7d 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 ***Five (5) Years*** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Peso.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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 ***the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

[2] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

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	For this purpose, contracts similar to the Project shall be: a. *Similar contract to be bid – contract shall involve goods or services of the same nature and complexity of as the subject matter of the project being procured* b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	*Subcontracting is not allowed*
12	The price of the Goods shall be quoted DDP *[state place of destination]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php215,800.00, *the amount equivalent to two percent (2%) of ABC*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php539,500.00, *the amount equivalent to five percent (5%) of ABC* if bid security is in Surety Bond.
19.3	*The project will be awarded by Line Item:* ***Refer to Section VI – Schedule of Requirements and Section and VII – Technical Specifications***
20.2	*[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]*
21.2	*[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]* ****See Schedule of Delivery (under Section VII – Technical Specifications)***

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	*[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:]* **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site are: **MARK G. ALCANTARA** Administrative Assistant III CSL-ATQAL **JERLINDA N. MACASOCOL** Officer-in-Charge CSL-CTQAL **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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.

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost 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.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	*[If partial payment is allowed, state]* "The terms of payment shall be as follows: _____."
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity		Total	Delivered, Weeks/Months	STATEMENT OF COMPLIANCE (COMPLY/NOT COMPLY)
		ATQAL	CTQAL			
1 and 2	UV-Vis Spectrophotometer	1	1	**2**	Not more than ninety (90) calendar days upon receipt of Notice to Proceed	
3	Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer	1	-	**1**	Not more than ninety (90) calendar days upon receipt of Notice to Proceed	
4	Microplate Reader	1	-	**1**	Not more than ninety (90) calendar days upon receipt of Notice to Proceed	

Delivery Addresses:
ATQAL: Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City
CTQAL: North Road, Jagobiao, Mandaue City, Cebu

I hereby certify that the Statement of Compliance to the foregoing Schedule of Requirements are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

_____ _____
Name of Company/Bidder Date

_____
Signature Over Printed Name of Authorized Representative

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
		[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.]

Technical Specifications

SUMMARY STATEMENT OF CONFORMITY TO THE END-USER TECHNICAL SPECIFICATIONS

Supply, Delivery, Installation, Commissioning and Testing of Brand-New Spectrophotometer complete with all necessary parts and accessories for Common Services Laboratory (CSL) – Alabang and Cebu Testing and Quality Assurance Laboratories (ATQAL and CTQAL)

Bidder's Declaration to the End-User's Technical Specifications must state either "**COMPLY" or "NOT COMPLY"** against each of the individual parameters of each Specification stating the corresponding parameter of the item offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.

ITEM NO.1: UV-Vis SPECTROPHOTOMETER

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
A. TECHNICAL SPECIFICATION:		
A. MAIN UNIT: *Note: Please indicate the page number from the brochure submitted*		
A.1 Optical Design	Double beam	
A.2 Monochromator	Czerny-Turner Monochromator	
A.3 Light Source	Tungsten-Deuterium Lamp, Halogen-Deuterium Lamp or Xenon Lamp	
A.4 Detector	Silicone Diode or Photodiode	
A.5 Wavelength Range	Should include 190 to 1100 nm	
A.6 Wavelength Reproducibility/ Repeatability	Less than or equal to ± 0.2 nm	
A.7 Stray Light	Less than or equal to 0.02% T at 220 nm	
A.8 Photometric Range	Should include -3 to 3 Abs	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
A.9 Photometric Accuracy	Less than or equal to ± 0.005 Abs at 1.0Abs or ± 0.3% T	
A.10 Scan Rate	Greater than or equal to 3000 nm/min	
B. INSTRUMENT CONTROL, HARDWARE & SOFTWARE		
B.1 Hardware (Computer Set) *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of the bid*	Desktop computer with the latest hardware and operating system compatible with the equipment system; with at least 8 GB RAM and at least 500 GB SSD	
B.1A Accessories	1. USB Keyboard 2. USB Optical Mouse	
B.2 Printer *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of bid*	Colored ink tank printer compatible with the computer hardware Includes at least two (2) bottles of every ink color: - Black - Yellow - Magenta - Cyan	
B.3 SOFTWARE (compatible with the UV-Vis System) *Note: Commitment Letter must be provided if brochure or other documents to verify compliance with the specifications below cannot be provided during submission of bid*		
B.3A PC software	1. Latest applicable OS (Windows or equivalent), at least 64 bits	
	2. Licensed latest MS Office Business or equivalent	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
	3. Inclusion of Anti-virus software with at least 1-year full subscription	
B.3B Instrument Software	1. Must be 21 CFR Part 11 Compliant	
	2. Must be LIMS ready	
C. ACCESSORIES, SPARE PARTS, AND CONSUMABLES *Note: Please provide a list of accessories, with part numbers or catalog number, and submit brochure or webpage link to verify compliance with the requirements below, upon submission of bid. Any deviation will not be allowed.*		
C.1 Additional Spare Parts • 1 pc additional/spare lamp *(Note: Not applicable if light source offer is Xe Lamp)* • 1 pair of standard glass cuvettes with cover, 10mm pathlength • 1 pair quartz cuvettes with cover, 10mm pathlength • 1 set auto sipper unit or equivalent *(if applicable)* • 1 set Multi Cell Sample Compartment with at least 6 sample placers including the reference standard		
D. POWER SUPPLY		
D.1 Power input 220-240V or Auto volt AC, 60 Hertz		
D.2 Provision of at least 6KVA online single-phase UPS. Preferably, the UPS should include visual and/or audible alarm capabilities. *Note: Brochure must be provided upon submission of bid.*		
E. WARRANTY AND AFTER SALES SERVICES *Note: Commitment Letter must be provided upon submission of bids*		
E.1 A minimum of one (1) year warranty on parts and services of UV-Vis Spectrophotometer, Computer Set Parts, Printer, and UPS, commencing after successful installation by Supplier and its acceptance by FDA. During the warranty period, Supplier must		

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
repair or replace any system component on site at no charge to FDA. Labor and travel must be included in the warranty program.	
E.2 Provision of annual preventive maintenance (PM) for two (2) years for the UV-Vis Spectrophotometer and one (1) year for UPS, commencing one (1) year after successful installation to the FDA. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks and all PM parts (PM Kits) and other necessary consumables.	
E.3 If upgraded software to operate the instrument is released during the warranty period, the Supplier should provide this to FDA free of charge.	
E.4 Supplier for Calibration service must be an ISO 17025 accredited calibration laboratory or can demonstrate traceability of measurement to the International Systems of Units (SI). A copy of the scope of accreditation (indicating the specific calibration service) shall be provided, whenever applicable. Supplier must submit ISO 17025 Accreditation or any equivalent document.	
E.5 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.	
E.6 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.	
E.7 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.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
Note: Bidder must provide Certification from the manufacturer.	
F. TESTING AND ACCEPTANCE *Note: Commitment Letter must be provided upon submission of bid*	
F.1 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	
F.2 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	
G. TRAINING *Note: Commitment Letter must be provided upon submission of bid*	
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. Troubleshooting, maintenance, and service, including the verification of equipment's performance should also be discussed. Hands-on training should be conducted at the FDA office for at least ten (10) participants. The training shall be provided at no cost to the FDA, 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 may also include actual sample tests.	
H. DOCUMENTATION *Note: Commitment Letter must be provided upon submission of the bid.*	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
H.1 Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting must be provided	
H.2 Manufacturer's certificate of compliance and inspection must be provided.	
H.3 One (1) original copy and/or one electronic copy in a storage device of operating and service manuals in English must be provided.	
H.4 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.	
H.5 Submission of IQ, OQ, and PQ reports, whichever is applicable, within five (5) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable.	
H.6 Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
H.7 Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post-PM performance check procedure to confirm that the system meets the manufacturer's performance specification must also be submitted.	
I. OTHER REQUIREMENTS *Note: Documentary evidence must be provided upon submission of the bid*	
I.1 The supplier must submit a certification from the manufacturer stating that the offered equipment is the latest model.	
I.2 Provide certification of availability and continuity of spare parts for at least 5 years after delivery issued by the Manufacturer or Principal Supplier	
I.3 The supplier must have at least one (1) local or international installation of the same model of the	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the Brand-New UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
equipment being offered which can be available either through an online audio-visual conference or an in-person demonstration. *Note: Upon submission of bid, the bidder must submit a list of companies with installed units. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.*	
J. DELIVERY PERIOD	
Not more than ninety (90) calendar days upon receipt of Notice to Proceed. To be delivered at FDA-ATQAL, Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City	

ITEM NO. 2: UV-Vis SPECTROPHOTOMETER

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
B. TECHNICAL SPECIFICATION:		
A. MAIN UNIT: *Note: Please indicate the page number from the brochure submitted*		
A.1 Optical Design	Double beam	
A.2 Monochromator	Czerny-Turner Monochromator	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
A.3 Light Source	Tungsten-Deuterium Lamp, Halogen-Deuterium Lamp or Xenon Lamp	
A.4 Detector	Silicone Diode or Photodiode	
A.5 Wavelength Range	Should include 190 to 1100 nm	
A.6 Wavelength Reproducibility/ Repeatability	Less than or equal to ± 0.2 nm	
A.7 Stray Light	Less than or equal to 0.02% T at 220 nm	
A.8 Photometric Range	Should include -3 to 3 Abs	
A.9 Photometric Accuracy	Less than or equal to ± 0.005 Abs at 1.0Abs or ± 0.3% T	
A.10 Scan Rate	Greater than or equal to 3000 nm/min	
B. INSTRUMENT CONTROL, HARDWARE & SOFTWARE		
B.1 Hardware (Computer Set) *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of the bid*	Desktop computer with latest hardware and operating system compatible with the equipment system 8 GB RAM and at least 500 GB SSD	
B.1A Accessories	1. USB Keyboard 2. USB Optical Mouse	
B.2 Printer *Note: Brochure and/or any other document or web link where the specifications below can be verified must*	Colored ink tank printer compatible with the computer hardware Includes at least two (2) bottles of every ink color: - Black	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
be provided upon submission of bid	- Yellow - Magenta - Cyan	
B.3 SOFTWARE (compatible with the UV-Vis System) *Note: Commitment Letter must be provided if brochure or other documents to verify compliance with the specifications below cannot be provided during submission of bid*		
B.3A PC software	1. Latest applicable OS (Windows or equivalent), at least 64 bits	
	2. Licensed latest MS Office Business or equivalent	
	3. Inclusion of Anti-virus software with at least 1-year full subscription	
B.3B Instrument Software	1. Must be 21 CFR Part 11 Compliant	
	2. Must be LIMS ready	
C. ACCESSORIES, SPARE PARTS, AND CONSUMABLES *Note: Please provide a list of accessories, with part numbers or catalog number, and submit brochure or webpage link to verify compliance with the requirements below, upon submission of bid. Any deviation will not be allowed.*		
C.1 Additional Spare Parts • 1 pc additional/spare lamp *(Note: Not applicable if light source offer is Xe Lamp)* • 1 pair of standard glass cuvettes with cover, 10mm pathlength • 1 pair quartz cuvettes with cover, 10mm pathlength • 1 set auto sipper unit or equivalent *(if applicable)* • 1 set Multi Cell Sample Compartment with at least 6 sample placers including the reference		
D. POWER SUPPLY		
D.1 Power input 220-240V or Auto volt AC, 60 Hertz		

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
D.2 Provision of at least 2KVA online single-phase UPS. Preferably, the UPS should include visual and/or audible alarm capabilities. *Note: Brochure must be provided upon submission of bid.*	
E. WARRANTY AND AFTER SALES SERVICES *Note: Commitment Letter must be provided upon submission of bids*	
E.1 A minimum of one (1) year warranty on parts and services of UV-Vis Spectrophotometer, Computer Set Parts, Printer, and UPS, commencing after successful installation by Supplier and its acceptance by FDA. During the warranty period, Supplier must repair or replace any system component on site at no charge to FDA. Labor and travel must be included in the warranty program.	
E.2 Provision of annual preventive maintenance (PM) for two (2) years for the UV-Vis Spectrophotometer and one (1) year for UPS, commencing one (1) year after successful installation to the FDA. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks and all PM parts (PM Kits) and other necessary consumables.	
E.3 If upgraded software to operate the instrument is released during the warranty period, the Supplier should provide this to FDA free of charge.	
E.4 Supplier for Calibration service must be an ISO 17025 accredited calibration laboratory or can demonstrate traceability of measurement to the International Systems of Units (SI). A copy of the scope of accreditation (indicating the specific calibration service) shall be provided, whenever applicable. Supplier must submit ISO 17025 Accreditation or any equivalent document	
E.5 Instrument should be attended for repair by trained service personnel within 72 hours from the time fault is reported by the user. The equipment shall have to be made fully operational within 96 hours from the time the fault is reported by the user.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
In the event of extended down times for the instrument (> 96 hours), the warranty will be extended by the amount of time elapsed until the instrument is back in operation.	
E.6 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.	
E.7 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.*	
F. TESTING AND ACCEPTANCE *Note: Commitment Letter must be provided upon submission of bid*	
F.1 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	
F.2 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	
G. TRAINING *Note: Commitment Letter must be provided upon submission of bid*	
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. Troubleshooting, maintenance, and service, including the verification of equipment's performance should also be discussed. Hands-on	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
training should be conducted at the FDA office for at least ten (10) participants. The training shall be provided at no cost to the FDA, 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 may also include actual sample tests.	
H. DOCUMENTATION *Note: Commitment Letter must be provided upon submission of the bid.*	
H.1 Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting must be provided	
H.2 Manufacturer's certificate of compliance and inspection must be provided.	
H.3 One (1) original copy and/or one electronic copy in a storage device of operating and service manuals in English must be provided.	
H.4 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.	
H.5 Submission of IQ, OQ, and PQ reports, whichever is applicable, within five (5) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable.	
H.6 Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
H.7 Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post-PM performance check procedure to confirm that the system meets the manufacturer's performance specification must also be submitted.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of the UV-Vis Spectrophotometer complete with all necessary parts and accessories.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
I. OTHER REQUIREMENTS *Note: Documentary evidence must be provided upon submission of the bid*	
I.1 The supplier must submit a certification from the manufacturer stating that the offered equipment is the latest model.	
I.2 Provide certification of availability and continuity of spare parts for at least 5 years after delivery issued by the Manufacturer or Principal Supplier	
I.3 The supplier must have at least one (1) local or international installation of the same model of the equipment being offered which can be available either through an online audio-visual conference or an in-person demonstration. *Note: Upon submission of bid, the bidder must submit a list of companies with installed units. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.*	
J. DELIVERY PERIOD	
Not more than ninety (90) calendar days upon receipt of Notice to Proceed. To be delivered at FDA-CTQAL, North Road, Jagobiao, Mandaue City, Cebu.	

ITEM NO. 3: ATOMIC ABSORPTION SPECTROPHOTOMETER WITH GRAPHITE FURNASE ATOMIZER

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
A. AAS System *Note: Please indicate the page number from the brochure submitted*		
A.1. Optics		
Wavelength range	Should include 190-900 nm	
Optical Design	Double beam optics	
Optical System/Monochromator	Czerny-Turner or Echelle Type Monochromator	
Light Source	Hollow Cathode Lamp	
Detector	Photomultiplier tube or equivalent	
Number of lamps	At least 6-lamp turret	
A.2. Flame Atomizer		
Background correction	Deuterium, Quadline or Zeeman Background Correction	
Burner type capable to	pre-mix (air-acetylene, nitrous oxide-acetylene)	
Safety Features	Flame monitoring	
	Gas and/or water pressure monitoring	
	Power failure protection	
A.3 Graphite Furnace		
Background correction	Zeeman Background Correction	
Magnetic Field Strength	Maximum field value must be greater than or equal to 0.8 Tesla	
Atomization Temperature	Should include 1500°C to 2600°C	
Safety Features	Furnace temperature monitoring	
	Gas and/or water pressure monitoring	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
	Cooling water monitoring	
A4. Graphite Autosampler Section		
Autosampler container	at least 60 slots	
Autosampler Injection Volume / Dispense Volume	Includes 1 µL to 25 µL	
B. INSTRUMENT CONTROL, HARDWARE, AND SOFTWARE *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of bid*		
B.1 Hardware (Computer Set) *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of the bid*	Desktop computer with latest hardware and operating system compatible with the equipment system 8 GB RAM and at least 500 GB SSD	
B.1A Accessories	1. USB Keyboard 2. USB Optical Mouse	
B.2 Printer Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of bid	Colored ink tank printer compatible with the computer hardware Includes at least two (2) bottles of every ink color: - Black - Yellow - Magenta - Cyan	
B.3 SOFTWARE (compatible with the AAS System) ***Note****: A commitment Letter must be provided if a brochure or other documents to verify compliance with*		

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.		Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
the specifications below cannot be provided during the submission of the bid		
B.3A PC software	1. Latest applicable OS (Windows or equivalent), at least 64 bits	
	2. Licensed latest MS Office Business or equivalent	
	3. Inclusion of Anti-virus software with at least 1-year full subscription	
B.3B Instrument Software	1. Must be 21 CFR Part 11 Compliant	
	2. Must be LIMS ready	
	3. Software must be able to export information to other programs through industry standard protocols and file formats (e.g., PDF, Clipboard, ASCII, DDE and/or others)	
	4. Capable of the Following Data Processing: - Calibration Functions - Integrations and statistical calculations - Quality Control Functions	
C. ACCESSORIES, SPARES AND CONSUMABLES *Note: Please provide a list of accessories, with part numbers or catalog numbers, and submit a brochure or webpage link to verify compliance with the requirements below, upon submission of the bid. Any deviation will not be allowed.*		
C.1. Recirculating chiller compatible to the main unit: • Temperature Range: Should include 5°C to 40°C		

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
• Cooling Capacity: At least 1000 watts (60Hz) • Temperature Stability: At least ± 0.2°C	
C.2. Provision and installation of air compressor • 220-230V, 60 Hz • Silent type, Oil Free • ≥ 30 L capacity • Provision of filter for moisture	
C.3. 1 unit Hydride Vapor Generator which includes the following at a minimum: • 1 Pump unit • Absorption Cells - at least one (1) pc. Hydride absorption cell/T shaped silica cell - at least one (1) pc. Mercury absorption cell • at least one (1) set Gas liquid separator • at least one (1) set Reagent containers • 1 Operation manual • Power cables • at least one (1) set Pump tubes (all tubing, hoses, and connectors)	
C.4. Initial supply of gases with tank: at least 1 tank each of the following: (purity of the gases should be suitable for the equipment) a. Argon gas b. Acetylene gas c. Other (if the equipment requires other than what the end-user specified) *Note: The initial supply of gas tanks shall be under the existing account of the FDA, provided that the rental fees shall be shouldered by the winning bidder after acceptance by the FDA.*	
C.5. Installation of complete fittings/connections, gas valve, and regulator (as needed). a. Argon regulator b. Acetylene regulator	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
c. Other (if the equipment requires other than what the end-user specified)	
C.6. Preventive maintenance of gas pipelines where the equipment will be installed. A written scope of work shall be submitted prior to the commencement of service. Scope of work shall include but not limited to the following: - Leak Test - Pressure Test - Check and test alarms and alarms set points - Adjust regulators, fittings, valves, etc. - Evaluate system condition and recommend repairs or upgrades - Replace parts to ensure that the system will work - and service report shall be submitted *Note: Equipment will be installed in a room where there are gas pipelines available already, coming from the gas storage house.*	
C.7. Dismantling, replacement of worn-out accessories and ducting, installation of exhaust, duct assembly, bracket assembly, and canopy assembly made from Stainless Steel type 304/308 with thickness gauge 20/22 and restoration of any damages made during the civil works.	
C.8. Calibration standards which should be traceable to NIST or equivalent international standard. If applicable, expiration should be at least 18 months upon delivery. If the minimum requirement for expiration date is not met, kindly provide proof of acquisition date, canvassing, and/or other supporting documents ensuring that the standards are new. a. Arsenic b. Boron c. Cadmium d. Copper	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
e. Iron f. Lead g. Mercury h. Tin *Note: All calibration standards shall be at least 100mL/bottle with 1000ppm concentration*	
C.9. Hollow Cathode Lamps a. Arsenic b. Boron c. Cadmium d. Copper e. Iron f. Lead g. Mercury h. Tin	
C.10. Others a. High Density Graphite Tube or equivalent -10 pcs. b. Pyrolytic Graphite Tube or equivalent - 10 pcs. c. Sample Vials – 1000 pcs.	
D. POWER SUPPLY	
D.1 Power input 220-240V or Auto volt AC, 60 Hertz	
D.2 Provision of at least 6KVA online single-phase UPS. Preferably, the UPS should include visual and/or audible alarm capabilities. *Note: Brochure must be provided upon submission of bid.*	
E. WARRANTY AND AFTER-SALES SERVICES *Note: Commitment Letter must be provided upon submission of bids*	
E.1 A minimum of one (1) year warranty on parts and services of GFAA System, Computer Set Parts, Printer, and UPS, commencing after successful installation by Supplier and its acceptance by FDA. During the warranty period, Supplier must repair or replace any	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
system component on site at no charge to FDA. Labor and travel must be included in the warranty program.	
E.2 Provision of annual preventive maintenance (PM) for three (3) years for the Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer and at least one (1) year for UPS, commencing one (1) year after successful installation to the FDA. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks and all PM parts (PM Kits) and other necessary consumables.	
E.4 If upgraded software to operate the instrument is released during the warranty period, the Supplier should provide this to FDA free of charge.	
E.5 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 and supplier should provide laboratory support to the FDA at no cost in case of unfortunate machine breakdown.	
E.6 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.	
E.7 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.*	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
F. TESTING AND ACCEPTANCE *Note: Commitment Letter must be provided upon submission of bid*	
F.1 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	
F.2 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.	
G. TRAINING *Note: Commitment Letter must be provided upon submission of bid*	
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. Troubleshooting, maintenance and service, including the verification of equipment's performance should also be discussed. Hands-on training should be conducted at the FDA office for at least ten (10) participants. The training shall be provided at no cost to the FDA, if necessary, provision of free yearly refresher courses on the operations, post processing and maintenance of the instrument within three (3) years from the date of installation. The refresher course is not limited to hands-on operation but may also include actual sample tests.	
H. DOCUMENTATION *Note: Commitment Letter must be provided upon submission of the bid.*	
H.1 Training certificate of Service Personnel with a minimum of at least 5 years ofexperience in handling the	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
AAS brand offered from the manufacturer related to the installation, equipment maintenance, and troubleshooting must be provided.	
H.2 Manufacturer's certificate of compliance and inspection must be provided.	
H.3 One (1) original copy and/or one electronic copy in a storage device of operating and service manuals in English must be provided.	
H.4 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.	
H.5. Submission of IQ, OQ, and PQ reports, whichever is applicable, within five (5) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable.	
H.6. Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
H.7. Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post-PM performance check procedure to confirm that the system meets the manufacturer's performance specification must also be submitted.	
I. OTHER REQUIREMENTS *Note: Documentary evidence must be provided upon submission of the bid*	
I.1 The supplier must submit a certification from the manufacturer stating that the offered equipment is the latest model.	
I.2 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.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
I.3 Provide certification of availability and continuity of spare parts for at least 5 years after delivery issued by the Manufacturer or Principal Supplier.	
I.4 The supplier or the manufacturer must have at least one (1) local or international installation of the same model of the equipment being offered which can be available either through an online audio-visual conference or an in-person demonstration. *Note: Upon submission of bid, the bidder must submit a list of companies with installed units. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.*	
J. SITE INSPECTION	
It is the Supplier's responsibility to become thoroughly familiar with the site of the intended installation and to determine everything necessary to accomplish the installation. Failure of the Supplier to make a site inspection does not relieve the supplier of responsibility to fully understand what is necessary to accomplish a successful and complete installation. The Supplier should quote all essential pre-installation requirements and utility requirements. Site inspection for **CTQAL** is scheduled on **05 April 2024**, from **09:00 AM to 4:00 PM**. To ensure smooth operations and prevent overcrowding during the inspection, all interested suppliers are required to coordinate their visit to the laboratory with the Centralized Bids and Awards Committee (CenBAC) Secretariat via e-mail at **bacsec@fda.gov.ph** or directly through their phone number: **(02) 8857-1900 local 8307** to secure an allocated time slot.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of a Brand New Atomic Absorption Spectrophotometer with Flame and Graphite Furnace Atomizer complete with all necessary parts and accessories. The critical applications include the analysis of pharmaceutical products.	Note: Supplier must fill up this column item by item and that the words "as per FDA Specifications" or "Same Specifications as required by FDA" would be rejected and declared as non-responsive.
Site inspection must be made prior to the bid conference. The Supplier must also perform site preparation/verification inspection prior to delivery of the instrument.	
K. DELIVERY PERIOD	
Not more than ninety (90) calendar days upon receipt of Notice to Proceed. To be delivered at FDA-ATQAL, Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City.	

ITEM NO. 4: MICROPLATE READER

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
C.TECHNICAL SPECIFICATION:		
A. Main unit: *Note: Please indicate page number from the brochure submitted*		
1. Wavelength Range (Filter Based)	Includes 400nm – 750nm, at a minimum	
2. Resolution	Less than or equal to 0.001 Absorbance (Abs) or Optical Density (OD)	
3. Plate type	At least 96 well microplates	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
4. Read out range	Should be 0.000 to 4.000 Absorbance (Abs) or Optical Density (OD)	
5. Light Source	Must either Halogen, Quartz Halogen or LED	
6. Detector	Should be Silicon photodetector or photodiode	
B. INSTRUMENT CONTROL, HARDWARE & SOFTWARE		
B.1 Hardware (Computer Set) *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of bid*	Desktop computer with the latest hardware and operating system compatible with the equipment system; with at least 8 GB RAM and at least 500 GB SSD	
B.1A Accessories	1. USB Keyboard 2. USB Optical Mouse	
B.2 Printer *Note: Brochure and/or any other document or web link where the specifications below can be verified must be provided upon submission of bid*	Colored ink tank printer compatible with the computer hardware Includes at least two (2) bottles of every ink color: - Black - Yellow - Magenta - Cyan	
B.3 SOFTWARE (compatible with the Microplate Reader) *Note: Commitment Letter must be provided if brochure or other documents to verify compliance with the specifications below cannot be provided during submission of bid*		
B.3A. PC software	1. Latest Operating System (Windows or equivalent), at	

Name of the Manufacturer:		**Quantity:**
Brand:		**Country of Origin:**
Estimated Cost:		**Model:**
PURCHASER'S SPECIFICATION		**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
	least 64 bits 2. Licensed latest MS Office Business or equivalent 3. Inclusion of Anti-virus software with at least 1-year full subscription	
B.3B. Instrument software	1. Must be 21 CFR Part 11 Compliant 2. Must be LIMS ready	
C. ACCESSORIES, SPARE PARTS, AND CONSUMABLES *Note: Please provide a list of accessories, with part numbers or catalog number, and submit brochure or webpage link to verify compliance with the requirements below, upon submission of bid. Any deviation will not be allowed.*		
At least 1 Optical Fiter 450nm		
At least 1 Optical Filter 405nm		
At least 1 Optical Filter 630nm		
At least 1 Optical Filter 650nm		
At least 1 Lamp source		
D. POWER SUPPLY		
D.1 Power input 220-240V or Auto volt AC, 60 Hertz		
D.2 Provision of 3KVA online single-phase UPS. Preferably, the UPS should include visual and/or audible alarm capabilities. *Note: Brochure must be provided upon submission of bid*		
E. WARRANTY AND AFTER SALES SERVICES *Note: Commitment Letter must be provided upon submission of bids*		
E.1 A minimum of one (1) year warranty on parts and services of Microplate Reader, Computer Set Parts, Printer, and UPS, commencing after successful installation by Supplier and its acceptance by FDA. During the warranty period, Supplier must repair or		

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
replace any system component on site at no charge to FDA. Labor and travel must be included in the warranty program.	
E.2 Provision of annual preventive maintenance (PM) and calibration for three (3) years for the Microplate Reader and one (1) year for UPS, commencing one (1) year after successful installation to the FDA. The PM must include at minimum the cleaning, testing, checking of various functions, and carrying out Quality Control (QC) checks and all PM parts (PM Kits) and other necessary consumables.	
E.3 If upgraded software to operate the instrument is released during the warranty period, the Supplier should provide this to FDA free of charge.	
E.4 Supplier for Calibration service must be an ISO 17025 accredited calibration laboratory or can demonstrate traceability of measurement to the International Systems of Units (SI). A copy of the scope of accreditation (indicating the specific calibration service) shall be provided, whenever applicable. Supplier must submit ISO 17025 Accreditation or any equivalent document	
E.5 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.	
E.6 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.	
E.7 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.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
Note: Bidder must provide Certification from the manufacturer.	
F. TESTING AND ACCEPTANCE *Note: Commitment Letter must be provided upon submission of bid*	
F.1 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	
F.2 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	
G. TRAINING *Note: Commitment Letter must be provided upon submission of bid*	
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. Troubleshooting, maintenance, and service, including the verification of equipment's performance should also be discussed. Hands-on training should be conducted at the FDA office for at least ten (10) participants. The training shall be provided at no cost to the FDA, if necessary, provision of free yearly refresher courses on the operations, post processing and maintenance of the instrument within 3 years from the date of installation. The refresher course is not limited to hands-on operation but may also include actual sample tests.	
H. DOCUMENTATION *Note: Commitment Letter must be provided upon submission of bid.*	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
H.1 Training certificate of Service Personnel from the manufacturer related to the installation, equipment maintenance, and troubleshooting must be provided	
H.2 Manufacturer's certificate of compliance and inspection must be provided.	
H.3 One (1) original copy and/or one electronic copy in a storage device of operating and service manuals in English must be provided.	
H.4 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.	
H.5 Submission of IQ, OQ, and PQ reports, whichever is applicable, within five (5) working days after completion of qualification. Test data (raw data) and calibration certificates of the calibrating instruments used must be attached, whenever applicable.	
H.6 Inventory of all the deliverable components/hardware, software, spare parts, and installation accessories with their part number.	
H.7 Checklist for recommended maintenance with corresponding instructions and recommended frequency. A post PM performance check procedure to confirm that the system meets the manufacturer's performance specification must also be submitted.	
I. OTHER REQUIREMENTS *Note: Documentary evidence must be provided upon submission of bid*	
I.1 The supplier must submit a certification from the manufacturer stating that the offered equipment is the latest model.	
I.2 The supplier must submit 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.	

Name of the Manufacturer:	**Quantity:**
Brand:	**Country of Origin:**
Estimated Cost:	**Model:**
PURCHASER'S SPECIFICATION	**SUPPLIER'S SPECIFICATION**
This specification covers the design and operation requirements for the supply, delivery, installation, commissioning, and testing of Brand New Microplate Reader 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.
I.3 The supplier or the manufacturer must have at least one (1) local or international installation of the same model of the equipment being offered which can be available either through an online audio-visual conference or an in-person demonstration. *Note: Upon submission of bid, the bidder must submit a list of companies with installed units. Contact person and contact details (telephone number/mobile number and e-mail address) for each listed company must also be submitted.*	
J. DELIVERY PERIOD	
Not more than ninety (90) calendar days upon receipt of Notice to Proceed. To be delivered at FDA-ATQAL, Civic Drive, Filinvest Corporate City, Alabang, Muntinlupa City.	

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

_____ _____

Name of Company/Bidder Date

_____

Signature Over Printed Name of Authorized Representative

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) in accordance with Section 8.5.2 of the IRR;

Technical Documents

☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) 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**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

CENTRALIZED BIDS AND AWARDS COMMITTEE

ITB No.		**Date /Time of Opening and Evaluation of Bids:**	

Project Title:
Approved Budget for the Contract:
Name of Bidder:
Address:

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

REMARKS (Passed/Failed)	
	1. Original Bid Copy
	2. Copy 1 & 2
	3. USB Flash Drive

B. Marking of Bids

REMARKS (Passed/Failed)	
	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)

Passed/Failed Remarks	**Eligibility Documents (Class "A" Documents)**	
	Page No.	**LEGAL DOCUMENTS**

	1	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with section 8.5.2 of the RIRR of RA 9184; or
	1.1	(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		
	2.	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
	3.	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
	4.	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
	5.	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	6.	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		
	7.	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 or filed through Electronic Filing and Payment System (EPFS) with corresponding reference number, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
	8.	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.
	Eligibility Documents (Class "B" Documents)	
	9.	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 COMPONENTS - (ENVELOPE TWO)

	Financial Proposal Submission Form, to include the following	
	1.	Duly accomplished and signed Bid Form; Bid Amount in Figures and in Words: _____
	2.	Duly accomplished and signed Price Schedule(s)
Other documentary requirements under RA No. 9184 (as applicable)		
	1.	[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.
	2.	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. OVER-ALL REMARKS

	PASSED	**FAILED**
TECHNICAL COMPONENTS		
FINANCIAL COMPONENTS		

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

_____

_____

_____

_____

Contract Agreement [PROJECT TITLE]

THIS AGREEMENT made on the _____ day of _____ 20_____ between:

The **FOOD and DRUG ADMINISTRATION**, a National Government Agency organized and existing by virtue of Republic Act No. 3720, as amended, with address at Food and Drug Administration Main, Civic Drive, Filinvest City, Alabang, Muntinlupa City, represented by its (OFFICER–IN–CHARGE,) DIRECTOR GENERAL, **(INSERT NAME OF DIRECTOR GENERAL)** (hereinafter called the "**FDA**";

- *and* -

(COMPLETE NAME OF SUPPLIER), a corporation duly organized and existing under Philippine laws, with principal office address at (**INSERT COMPLETE PRINCIPAL OFFICE ADDRESS)**, represented herein by (**INSERT THE NAME, RANK, AND DESIGNATION OF THE AUTHORIZED REPRESENTATIVE)**, hereinafter called "the **SUPPLIER/SERVICE PROVIDER/ACRONYM OF SUPPLIER**")

The FDA and the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** may each be referred to as a "Party", and collectively as "Parties."

WITNESSETH That:

WHEREAS, the FDA invited Bids for the certain goods and ancillary services (the "Bid"), particularly **(INSERT TITLE OF THE PROCUREMENT PROJECT)** (the "**Services/Goods**") under ITB No. (Please insert the ITB Reference) and has accepted a Bid by the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** for the supply of those goods and services the **(Brief Description of the Project)** in the sum of (**INSERT BID PRICE IN WORDS)** ONLY (**Php INSERT CONTRACT PRICE IN FIGURES**) (hereinafter called "the Contract Price").

(Insert whereas clauses as needed)

NOW THEREFORE, for and in consideration of the abovementioned premises, the FDA and the **(SUPPLIER/SERVICE PROVIDER/SUPPLIER ACRONYM)** hereby agrees as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

    I. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    II. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

    III. Performance Security;

    IV. Notice of Award of Contract; and the Bidder's conforme thereto; and

    V. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]*, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. This Agreement contains all the terms and conditions agreed upon by the parties with reference to the subject matter contained in this Agreement. No other agreement, oral or otherwise, shall be deemed to exist or to bind either of the parties to this Agreement.
   No Amendment to this Agreement may be made except by a written instrument signed by both parties, executed in the same formalities as this Agreement.

6. This Agreement may be renewed upon mutual agreement of the parties by giving written notice to the other party at least thirty(30)/sixty (60) (Choose one only) days prior the extinguishment of this contract.

7. This Agreement is governed by, and construed in accordance with, the laws of the Republic of the Philippines. Any dispute between the PARTIES arising out of, or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiation.

   If such dispute cannot be settled amicably, the parties shall resort to Alternative Dispute Resolution (ADR) through arbitration.

   Should the resort to arbitration fail, the parties agree that all suits shall be filed in the appropriate courts of Makati City or Muntinlupa City only, to the exclusion of all other courts.

8. Should the Service Provider fail to satisfactorily deliver goods under the contract in accordance with the terms of this Agreement, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the FDA liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the FDA.

   The FDA need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the Service Provider, or collected from any securities or warranties posted by the Service Provider, whichever is convenient to the FDA.

   In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the FDA may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid, in accordance with existing applicable laws, rules and regulations.

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

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

Acknowledgment

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

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

A F F I D A V I T

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

1. ***Select one, delete the other:***

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

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

2. ***Select one, delete the other:***

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. ***Select one, delete the rest:***

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

_____
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

* This form will not apply for WB funded projects.

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None") *]*

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No._____ Page ___of___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
x - x

SWORN STATEMENT

I, *[Name of Affiant]*, the Authorized Representative, *of [Name of Company]*, with an office address at *[Address of the Company]*, after having been duly sworn in accordance with law, do hereby depose and state that:

I, on behalf of our company, is participating in the Public Bidding of the Food and Drug Administration (FDA) for the procurement of _____ under IB No. _____;

I, hereby pledge to observe and respect the Code of Conduct of the DOH such as but not limited to the rule of "Conflict of Interest' and "No Gift-Giving Policy";

I, confirm that our company does not have any current engagement and/or partnership, joint sponsorship or any other activity with the tobacco industry;

In the event that our company violated the afore-mentioned rules or found to have a misrepresentation against this pledge, it shall be a ground for an automatic disqualification of our bid without prejudice to the institution of an administrative, civil or criminal action;

That I am executing this affidavit to attest to the truthfulness of the foregoing and to comply with the post-qualification requirement for the procurement of _____ under IB No. _____.

In witness whereof, I have hereunto affixed my signature this _____ day of 20_____ at the _____.

_____
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of *[month] [year]* at *[place of execution]*, Philippines, affiant was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of identification card used], with his/her photograph and signature appearing thereon, issued on ____ at _____.

Witness my hand and seal this ___ day of *[month] [year]*.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____
Book No. _____
Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of C ontract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

ABC to be bid: _____

Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year.

		Year 20___
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current Assets minus Current Liabilities) ***(15)****] minus the value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract to be bid.*

Where:

K = 15

NFCC = PhP_____

_____
Signature over Printed Name
[date of signing]

In the capacity of :*[title or other appropriate designation]*
Duly authorized to sign bid for and on behalf of :*[Name of Company]*
[Complete office address]
[Contact No.]
[Fax No.]
[Official Email Address]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x----------x

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at [*complete office address*], **DO HEREBY CERTIFY**, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Regular/Special meeting of the Board of Directors of the said Corporation duly convened and held on [*dd mm yy*] at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

(Resolution No._____)

RESOLVED, that _____be, as it hereby is, authorized to participate in the bidding of the [*Name of the Project and reference number*] by the **FOOD AND DRUG ADMINISTRATION (FDA)**; and that if awarded the project shall enter into a contract with the **FDA**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

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

_____
[Corporate Secretary]

SUBSCRIBED AND SWORN to before me this __ day of [*month*] [*year*] at [*place of execution*], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [*insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [*month*] [*year*].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [*date issued*], [*place issued*]
IBP No. __, [*date issued*], [*place issued*]

Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

Statement / List of all Ongoing Government and Private Contracts including contracts awarded but not yet started (IF ANY)

Business Name : _____
Business Address : _____

Name of Contract Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
					Total Cost			

Note: Indicate "no ongoing contracts" if there are none.

_____
Signature over Printed Name
[date of signing]

In the capacity of *[title or other appropriate designation]*
Duly authorized to sign bid for and on behalf of: *[Name of Company]*
[Complete office address]
[Contact No.]
[Fax No.]
[Official Email Address]

Statement identifying the Bidder's Single Largest Completed Contract similar to the contract to be bid

Business Name : _____
Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government / Private						

Note: This statement shall be supported with any of the following documents:

1. Purchase Order and/or Contract of Agreement;
2. Certificate of Completion or End-user's Acceptance;
3. Official Receipt/s issued for the contract

_____
Signature over Printed Name
[date of signing]

In the capacity of: *[title or other appropriate designation]*
Duly authorized to sign bid for and on behalf of: *[Name of Company]*
[Complete office address]
[Contact No.]
[Fax No.]
[Official Email Address]


Republic of the Philippines
gppb
Government Procurement Policy Board