# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic of the Philippines

**Department of Agriculture -**
**Bureau of Fisheries and Aquatic Resources**
**(DA- BFAR)**

# Bid Reference No.: 2022-27

# "SUPPLY, DELIVERY, AND INSTALLATION OF MULTI-ANALYTE QUANTITATIVE DRUG RESIDUE ANALYZER FOR NFLD"

| LOT NO. | PR NO. | LOT TITLE | END-USER | APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP) |
|---|---|---|---|---|
| 1 | 22-05-560 | "Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD" | DR. SONIA S. SOMGA<br>OIC, NFLD | ₱ 6,230,000.00 |
| TOTAL (ABC) | | | | ₱ 6,230,000.00 |

**Sixth Edition**
**July 2020**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF –** Cost Insurance and Freight.

**CIP –** Carriage and Insurance Paid.

**CPI –** Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS –** International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology

projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs –** Local Government Units.

**NFCC –** Net Financial Contracting Capacity.

**NGA –** National Government Agency.

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

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

**PSA –** Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC –** Single Largest Completed Contract.

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

**UN –** United Nations.

# *Section I. Invitation to Bid*

Republic of the Philippines
Department of Agriculture
Bureau of Fisheries and Aquatic Resources
BIDS AND AWARDS COMMITTEE OFFICE
*2/F Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City*
*Tel. No.: +02. 8332. 4661 website: www.bfar.da.gov.ph e-mail: bac.eps@bfar.da.gov.ph*

# INVITATION TO BID FOR:

# BID REFERENCE NO. 2022-27

# "SUPPLY, DELIVERY, AND INSTALLATION OF MULTI-ANALYTE QUANTITATIVE DRUG RESIDUE ANALYZER FOR NFLD"

1. The Department of Agriculture (DA) - Bureau of Fisheries and Aquatic Resources (BFAR) through the General Appropriations Act for 2022 intends to apply the sum of **SIX MILLION TWO HUNDRED THIRTY THOUSAND PESOS ONLY (₱6,230,000.00)** being the ABC to payment under the contract for **Bid Reference No. 2022-27** entitled **"Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD".**

   Bids received in excess of the ABC shall be automatically rejected at bid opening.

| LOT NO. | PR NO. | DESCRIPTION | APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP) | BIDDING DOCUMENTS FEE (PHP) |
|---|---|---|---|---|
| 1 | 22-05-560 | "Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD" | ₱6,230,000.00 | ₱6,000.00 |

2. The DA-BFAR now invites bids for the above Procurement Project. Delivery of the Goods is required within the period stated in Section VI - Schedule of Requirements. 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 via electronic or online means using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 and in accordance with the procedural guidelines under BAC Resolution No. 2020-55, attached hereto as Annex A "Adoption of Guidelines for the Electronic Submission of Bids in accordance with GPPB Resolution 09-2020".

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 the BFAR BAC Secretariat through the electronic mailing address given below, and inspect the Bidding Documents at www.bfar.da.gov.ph.

5. A complete set of Bidding Documents may be acquired by interested Bidders at the **2/Floor, BAC Office, Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City** and/or **through electronic means** and upon payment of a non-refundable fee for the Bidding Documents in the amount stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

6. The DA-BFAR will hold a Pre-Bid Conference[1] through a video conference call using Zoom application which shall be open to interested bidders who have successfully completed registration one (1) calendar day prior to the pre-bid conference using Google Form **https://docs.google.com/forms/d/15jz6wkV9LFL6_eHFltuhtTCrIjylJFJLlKOlvAPaMM4/edit.**

The Schedule of Procurement Activities are:

| PROCUREMENT ACTIVITIES | DATE | TIME | VENUE |
|---|---|---|---|
| AVAILABILITY OF BID DOCUMENT | Starting 10 June 2022 (Friday) | 8:00 AM to 5:00 PM | BFAR-BAC OFFICE 2/F, Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City |
| PRE-BID CONFERENCE | 20 June 2022 (Monday) | 10:00 AM | via ZOOM |
| DEADLINE OF SUBMISSION AND RECEIPT OF BIDS | 05 July 2022 (Tuesday) | 09:30 AM | BFAR-BAC OFFICE 2/F, Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City |
| DATE OF OPENING OF BIDS | 05 July 2022 (Tuesday) | 10:00 AM | via ZOOM |

[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.

7. Bids must be duly received by the BAC Secretariat through the options given below and as indicated in Section III - Bidding Data Sheet, ITB Clause 15 of this bidding document, on or before **05 July 2022 (Tuesday), 09:30 A.M.**

   (i) manual submission at the office address: **2/F, BFAR BAC Office, Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City**;

   (ii) both (manual and electronic submission) E-submission at bac.eps@bfar.da.gov.ph. Please see BFAR-BAC Online bidding procedure.

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 through a video conference call via the **"Zoom"** application. Bids will be opened in accordance with the BFAR BAC procedure for online bidding as stated in "**Annex A, Bidder's kit VII**". **Late bids shall not be accepted**.

10. The DA-BFAR 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:

    BFAR-BAC Secretariat
    Address: 2/Floor, BFAR BAC Office, Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City
    Email: bac.eps@bfar.da.gov.ph
    Telephone number: 0923-5643327
    Website address: www.bfar.da.gov.ph

12. You may visit the following websites:

    For downloading of Bidding Documents: *www.bfar.da.gov.ph*

*Issued this 10th day of June 2022.*

**ATTY. DEMOSTHENES R. ESCOTO**
Chairperson, Bids and Awards Committee (BAC)

# *Section II. Instructions to Bidders*

## 1. Scope of Bid

The DA-BFAR wishes to receive Bids for the **"Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD"** with identification number **2022-27**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 in the amount of **SIX MILLION TWO HUNDRED THIRTY THOUSAND PESOS ONLY (₱ 6,230,000.00).**

2.2. The source of funding is General Appropriations Act FY 2022.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

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 Subcontracting is not allowed.

7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its

agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project through a video conference call using the Zoom application on **20 June 2022 (Monday), 10:00 A.M.** which shall be open to prospective bidders who have successfully completed registration one (1) calendar day prior to the pre-bid conference via **https://docs.google.com/forms/d/15jz6wkV9LFL6_eHFltuhtTCrIjylJFJLlKOlvAPaMM4/edit** and in accordance with the **"Annex A, Bidder's Kit – I"** 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 Philippine Pesos.

## 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 **November 2, 2022**. 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 bids in accordance with Section III – Bid Data Sheet, ITB Clause 15.

## 16. Deadline for Submission of Bids

16.1. The Bidder shall submit bids on or before **05 July 2022 (Tuesday), 9:30 A.M,** at the **2/F BFAR BAC Office, Fisheries Bldg. Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City** and electronic documents through **bac.eps@bfar.da.gov.ph** as indicated in paragraph 7 of the **IB.**

## 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids on **05 July 2022 (Tuesday) at 10:00 A.M.,** via video conference through "Zoom" application. Bids will be opened in accordance with the BFAR BAC procedure for online bidding as stated in the "**Bidder's kit VII"** as 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

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 One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

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**.

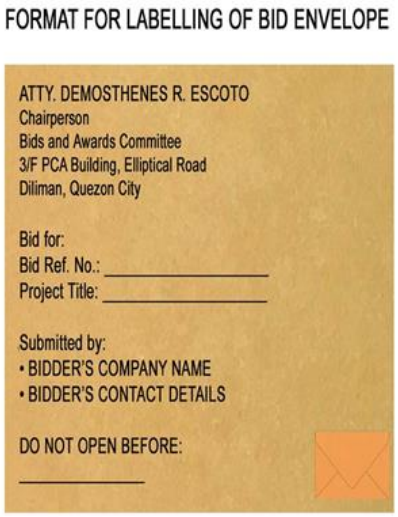
# *Section III. Bid Data Sheet*

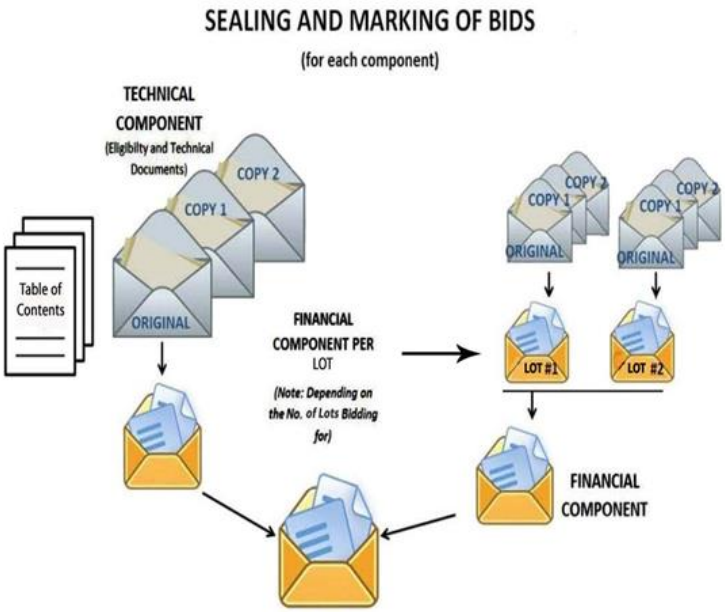
# Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:<br><br>a. Lot 1– The bidder should be involved in the “trading/supply of laboratory equipment”.<br><br>b. completed within five (5) years prior to the deadline for the submission and receipt of bids and must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:<br><br>a. The amount of not less than [2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;
<table>
<tr><th>LOT NO.</th><th>ABC (PHP)</th><th>AMOUNT OF BID SECURITY (PHP)</th></tr>
<tr><td>1</td><td>₱ 6,230,000.00</td><td>₱ 124,600.00</td></tr>
<tr><td>TOTAL</td><td>₱ 6,230,000.00</td><td>₱ 124,600.00</td></tr>
</table>
OR<br><br>b. The amount of not less than [5% of ABC] if bid security is in Surety Bond.
<table>
<tr><th>LOT NO.</th><th>ABC (PHP)</th><th>AMOUNT OF BID SECURITY (PHP)</th></tr>
<tr><td>1</td><td>₱ 6,230,000.00</td><td>₱ 311,500.00</td></tr>
<tr><td>TOTAL</td><td>₱ 6,230,000.00</td><td>₱ 311,500.00</td></tr>
</table></td></tr>
</table>

| | |
|---|---|
| 15 | **Guidelines on the Sealing and Marking**<br>A. Participating bidders/suppliers may submit their bidding documents through either of the following forms:<br><br>1. **Hardcopy/ Physical document**<br><br>• Submitted directly thru the Bids and Awards Committee (BAC) Office, at the following address:<br><br>***Bids and Awards Committee (BAC) Office***<br>*Bureau of Fisheries and Aquatic Resources*<br>*Fisheries Building Complex, BPI Compound, Brgy. Vasra,*<br>*Quezon City*<br><br>**Note: If the participating bidders/suppliers only submits a hard copy of the document, and the same is discovered to be damaged or the entries thereof are not readable during the opening thereof, said participating bidders/suppliers loses his privilege to participate in the bidding.**<br><br>2. **Electronic and hardcopy**<br><br>• The hardcopy/ physical document shall be scanned and encrypted with password (refer to Annexes - BFAR Online bidding for the procedure).<br><br>• The scanned document will be sent via email at the following email address: ***bac.eps@bfar.da.gov.ph***<br><br>• Bidders/suppliers may opt to submit both electronic and hardcopy in compliance with the abovementioned details.<br><br>**Note: In case the electronic copy is discovered to be corrupted during opening, the back-up hardcopy will be opened as alternative option. However, in the event that both electronic copy and hardcopy are corrupted and/or not readable participating bidders/suppliers loses his privilege to participate in the bidding.**<br><br>**A. LABELLING AND MARKING INSTRUCTIONS FOR THE SUBMISSION OF HARD COPIES.**<br><br>1. Main envelope shall:<br>(a) bear addressed to the Procuring Entity's BAC;<br>(b) bear the specific identification/ Bid Reference Number of this bidding;<br>(c) contain the name of the contract/Project Title to be bid;<br>(d) bear the Company name, address, and contact details of the Bidder;<br>(e) bear a warning "DO NOT OPEN BEFORE (the date and time of opening of Bids)."<br>2. Bidders shall enclose the First component (Eligibility and Technical documents) and Second component (Financial documents) of their bid.<br>3. Each Bidder shall submit one (1) original and two (2) copies of the first and second component of its bid.<br>4. The inner envelopes of the first and second components shall be similarly sealed and duly marked as Original, Copy 1, and Copy 2. |

5. Each component must contain a Table of Contents and all documents attached should be properly tabbed and bound.
6. All pages should be signed by the bidder or bidder's authorized representative.




Sample format of labeled bid envelopes:

**ATTY. DEMOSTHENES R. ESCOTO**
Chairperson
Bids and Awards Committee
2/F Fisheries Building Complex, BPI Compound, Brgy. Vasra,
Visayas Avenue, Quezon City

Bid for: **BID REFERENCE NO.: 2022-27**

**"SUPPLY, DELIVERY, AND INSTALLATION OF MULTI-ANALYTE QUANTITATIVE DRUG RESIDUE ANALYZER FOR NFLD"**

Submitted by:

- **BIDDER'S COMPANY NAME**
- **BIDDER'S CONTACT DETAILS**

DO NOT OPEN BEFORE:

- **05 July 2022 (Tuesday), 10:00 A.M.**

**Important:** DA-BFAR will assume that the submitted electronic copies must be the same with the printed copies.

**B. FOR BIDS TO BE SUBMITTED ELECTRONICALLY/ONLINE, THE FOLLOWING PROCURES SHOULD BE OBSERVED:**

## Preparation of Bid Documents

The bidder shall prepare a final scanned copy of its Bid divided into two different files :

- **Eligibility Documents & Technical Documents; and**
- **Financial Documents**

To ensure confidentiality, authentication, integrity of the documents, the bidder shall use a two-factor security procedure consisting of an archive format compression of its bid.

**Step 1**. Scan the original copy of the Eligibility Documents & Technical Documents and Financial Documents, save as a PDF file and comply with the label format below:

**1. "BFAR Bid Reference No._____ (Name of Bidder); Legal & Technical Documents"**

Example

BFAR BID REFERENCE NO.2020-1(NIKE.INC); Legal & Technical Documents
BFAR BID REFERENCE NO.2020-1(NIKE.INC); Legal & Technical Documents

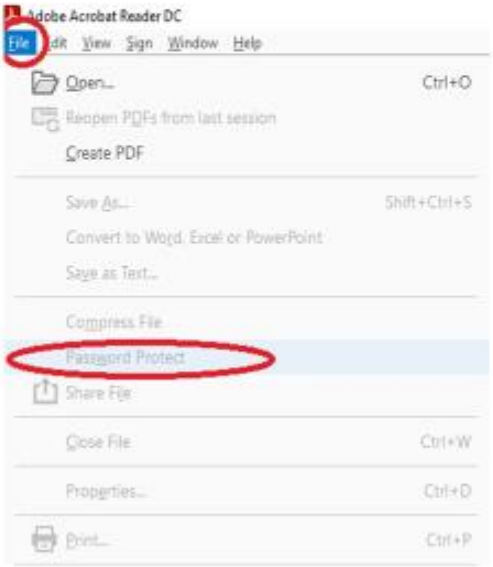
**2. "BFAR Bid Reference No._____ (Name of Bidder); Financial Documents"**

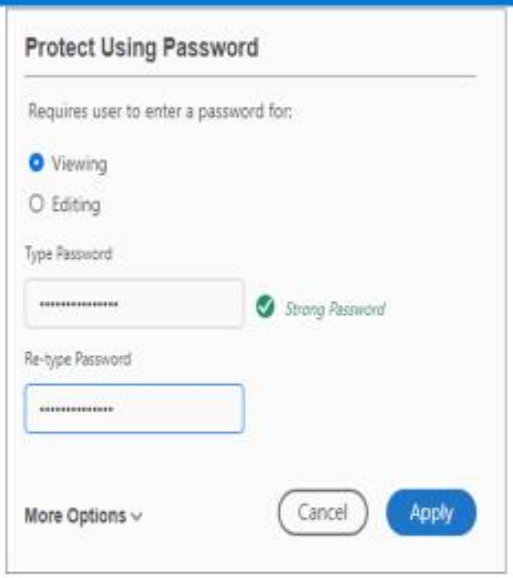
Example

BFAR BID REFERENCE NO.2020-1(NIKE.INC); Financial Documents
BFAR BID REFERENCE NO.2020-1(NIKE.INC); Financial Documents

## Adding a password to a .PDF file using Adobe Acrobat Reader DC.

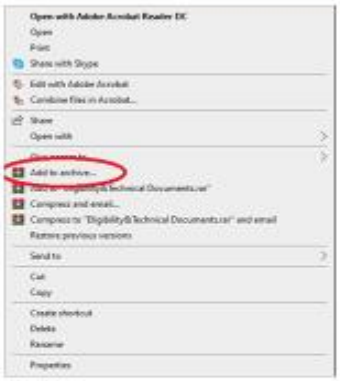
1. Open the PDF file
2. Choose **File > Protect Using Password.**

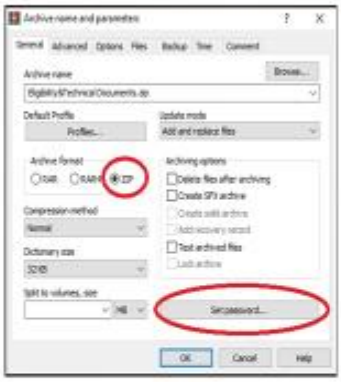



3. Select to set the password for Viewing the PDF
4. Type and retype your password.
5. Click **Apply**

## **Step 2.** To archive and compress the file using WinRAR Application





1. Right Click the password protected .PDF file.
2. Select **"Add to archive."**

3. In the Archive name and parameters dialog box, select **"Radio button ZIP"** and click **"Set password."**

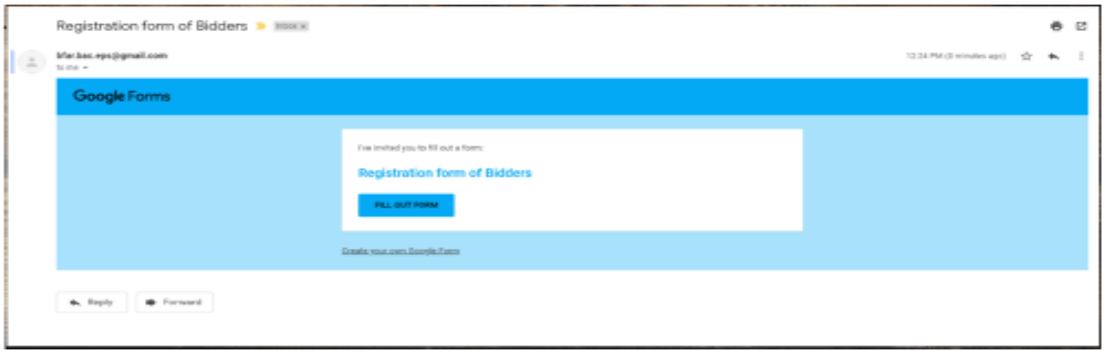
4. Type your password and Click **"OK button."**

**Note:** Passwords must be 8-16 characters and contain both numbers and letters/special characters. The bidder is required setting a unique combination for each file and folder. Same passwords for all files are not allowed

# Submitting of the Bidding Documents

Bidders shall submit their Bids through Google Form at any time before the closing date and time specified in the Bidding Documents

**Step 1.** BAC Secretariat will send the Invitation link of Registration Form, thru bac.eps@bfar.da.gov.ph e-mail address.



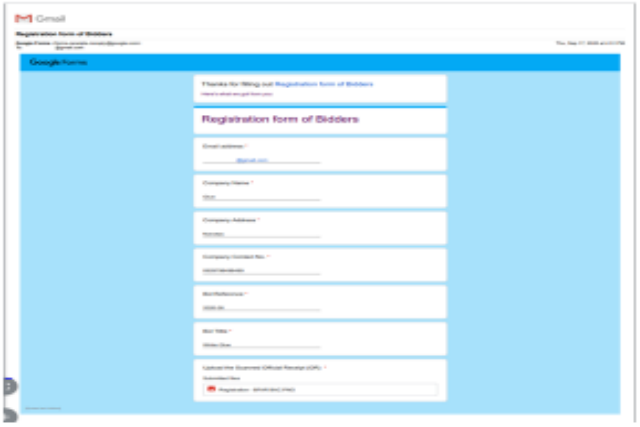

**Step 2.** Upon received, click the **FILL OUT FORM**.

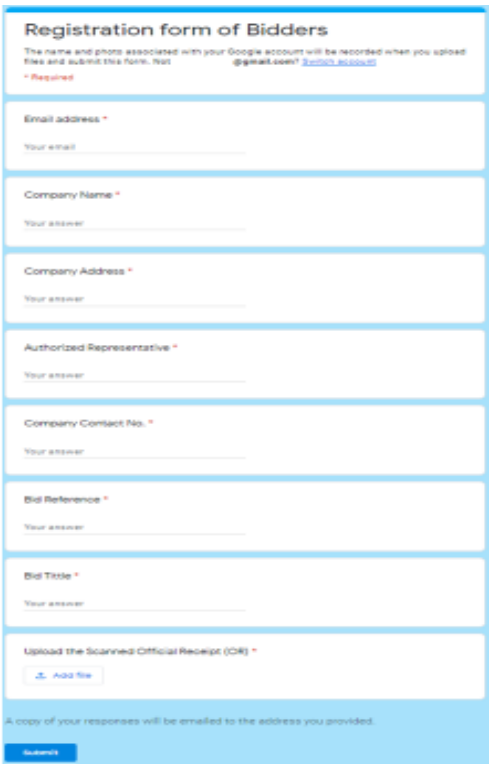
**Step 3.** Bidder must fill in the following required information.

**Step 4.** Click the **Add file** to upload Scanned Copy of Official Receipt (OR).

**Step 5.** After uploading of the Scanned Copy of OR, the bidder shall click the **Submit** button to complete the process and BAC Secretariat shall verify the submitted Official Receipt (OR).

**Step 6.** A copy of the response will be automatically emailed to the address provided by the bidders.



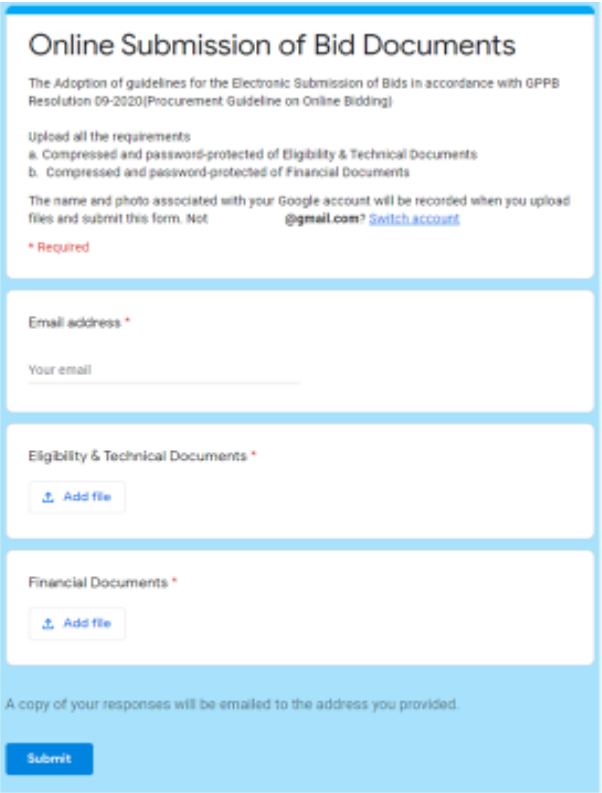
**Step 7.** Upon verification of the Official Receipt (OR), the BAC Secretariat shall send the Public Bidding Documents through the given email or shall provide a hard copy upon request. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**Step 8.** The BAC Secretariat will send another Google Form link to the bidder, who already purchased the bidding documents, through email directing to the "Online Submission of the Bid Documents".

**Step 9.** Upon received, click the **FILL OUT FORM**.

**Step 10.** Click the **Add file** button to upload the compressed and password-protected files of Eligibility & Technical and Financial Documents (ZIP File)

**Step 11.** Click the **Submit** button to complete the process. A copy of the response will be automatically emailed to the address provided by the bidders which can be saved or printed by the bidder, as proof of the official time of submitted/receipt of bids.



**IMPORTANT REMINDERS DURING BID OPENING PROCESS**

1. Bidders are encouraged to attend the bid opening online via Zoom Application. The passwords for the folders (ZIP) and the files (.PDF) shall be disclosed by the bidders only during actual bid opening.

2. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted. Bidders are given within five (5) minutes to respond with the passwords. If the bidder does not provide or respond with the password within five (5) minutes, the BAC Secretariat shall open the submitted hard copy of the bidding documents.

3. The bidder shall first disclose the password for the compressed folder (ZIP file) containing the Eligibility & Technical documents, second disclose the password for the Eligibility & Technical document (.PDF file). The Secretariat will share the screen via Zoom during accessing the submitted Bid.

4. If the bidder fails to provide the correct password after the third attempt, the BAC Secretariat shall open the submitted hard copy of the bidding documents.

19.3

*List the grouping of lots by specifying the group title, items, and quantity for every identified lot, and the corresponding ABC for each lot.*

| LOT NO. | DESCRIPTION | APPROVED BUDGET FOR THE CONTRACT (ABC) (PHP) |
|---|---|---|
| **1** | "Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD" | **₱ 6,230,000.00** |

20.2

1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:

i. 2021 Income Tax Return with proof of payment; and
ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the previous 6 months.

21.2

*No further instruction.*

# *Section IV. General Conditions of Contract*

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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*

# Special Conditions of Contract

| GCC Clause | |
|---|---|
| 1 | **Delivery and Documents –**<br><br>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:<br><br>The delivery terms applicable to this Contract are delivered to **BFAR-National Fisheries Laboratory Division (NFLD)-Residue Laboratory, 860 Arcadia Building, Quezon Avenue, Quezon City**. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."<br><br>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).<br><br>For purposes of this Clause the Procuring Entity's Representative at the Project Site is **DR. SONIA S. SOMGA**.<br><br>**Incidental Services –**<br><br>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:<br><br>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;<br>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;<br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;<br>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<br>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. |
| | The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |

**Spare Parts –**

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

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

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.

Spare parts or components shall be supplied as promptly as possible, but in any case, within (*pleaser refer below*) months of placing the order.

Within **<u>Ninety (90)</u> calendar days** from upon receipt of the Notice to Proceed.

**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.<br><br>The outer packaging must be clearly marked on at least four (4) sides as follows:<br><br>Name of the Procuring Entity<br>Name of the Supplier<br>Contract Description<br>Final Destination<br>Gross weight<br>Any special lifting instructions<br>Any special handling instructions<br>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.<br><br>**Transportation –**<br><br>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.<br><br>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.<br><br>**Intellectual Property Rights –**<br><br>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 | *No further instruction.* |
| 4 | *No further instruction.* |

# *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.

| LOT NUMBER | DESCRIPTION | QUANTITY | DELIVERED, WEEKS/MONTHS |
|---|---|---|---|
| **1** | ***"Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD"*** | 1 lot | Within **NINETY (90) calendar days** upon receipt of the Notice to Proceed. |
| Place of Delivery: **BFAR-National Fisheries Laboratory Division (NFLD) – Residue Laboratory, 860 Arcadia Building, Quezon Avenue, Quezon City** | | | |

**I hereby commit to deliver all the above requirements in accordance with the above stated schedule.**

| _____ | _____ | _____ |
|---|---|---|
| **Name of Company** | **Signature over Printed Name of Authorized Representative** | **Date** |

# *Section VII. Technical Specifications*

# Technical Specifications

**Lot No. 1:** **Supply, Delivery, and Installation of Multi-Analyte Quantitative Drug Residue Analyzer for NFLD**

**Approved Budget for the Contract (ABC) :** **₱6,230,000.00**

| Specification | | | | Statement of Compliance |
|---|---|---|---|---|
| **No.** | **Item Description** | **Quantity** | **Unit** | *[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.]* |
| **1** | **Multi-Analyte Quantitative Drug Residue Analyzer with accessories and test kits** | **1** | **unit** | |
| | **A. Multi-Analyte Quatitative Drug Residue Analyzer**<br><br>Accreditation: Internally accredited to full CE and UL certification<br><br>Calibration method: 9 point calibration<br><br>Connectivity: LIMS integration<br><br>Data back-up methods: Writable DVD, CD, USB Mass-storage or Network folder<br><br>Measurement principle: Chemiluminescent<br><br>Network services: Highly Secure Remote Diagnostics, automated software, and updates<br><br>Peripherals: Must be approved for use with the multi-residue analyzer<br><br>**Barcode scanner** - for data input of scanned biochip arrays into the software<br><br>**Carrier handling tray** - must be compatible with Antimicrobials and Anthelmintics,<br><br>Biochip Arrays: must be able to hold 9 individual biochips per carrier<br><br>Thermoshaker: for biochip incubation;<br>➢ must provide optimum heating environment for samples (e.g. faster heat-up times, increased temperature range, and standardization of assay incubation conditions)<br><br>Sample loading: Single carrier loading tray | | | |

**B. Test Kits:**

**1. Antimicrobial Array assays**:

**Quantity: 2**

- Quinolones, Celtiofur, Thiamphenicol, Streptomycin, Tylosin, Tetracyclines
- **6** test analytes/sample, **45** samples/kit
- with certificate of analysis

**2. Anthelminthics Array assays**:

**Quantity: 2**

- Benzimidazoles, Amino Benzimidazoles, Thiabendazole, Triclabendazole, Levamisole, Moxidectin (MXD), Avermectins (AVM)
- **7** test analytes/sample, **45** samples/kit
- with certificate of analysis

**C. PC and Imaging Software**

**1. Desktop computer**

- 8th Gen Intel® Core™ i5-8500
- Windows 11 Pro
- Intel Integrated Graphics
- 16 GB Memory
- 256 GB SSD
- Optical Drive DVD +/-RW
- Bluetooth and Wi-Fi enabled
- 1 x USB 3.1 Gen 2 Type-C
- 5 x USB 3.1 Gen 1 Type-A
- 4 x USB 2.0 Type-A
- Monitor, keyboard, mouse

**2. Printer**

- Functions: Print, copy, scan, and fax
- Ink tank system

***NOTES:***

The Bidder must submit the following:

- Certificate of Accreditation to full CE (European Commission certification) and Underwriters Laboratories (UL);
- Certificate of Authorization to distribute from principal supplier;

| | | |
|---|---|---|
| | ➢ Certificate of Accreditation to ISO 13485 for test kits manufacturing.<br>➢ Test Kits must have at least ***six (6)*** months expiry upon delivery, must provide Certificate Analysis upon delivery and must conform with the criteria specified by the manufacturer.<br>➢ Bidder must provide preventive maintenance and calibration of the equipment up to **three (3)** years upon installation.<br>➢ Bidder must provide ate least ***two (2)*** years warranty on the equipment, parts and accessories.<br>➢ Bidder must conduct free training from manufacturer/principal supplier on the usage of equipment.<br>➢ Bidder must provide technical support on the conduct of method validation and accreditation of the method for PNS ISO/IEC 17025:2017 standard.<br>➢ <u>Packaging Requirement:</u> Packaging of materials or equipments upon arrival at the BFAR-National Fisheries Laboratory Division must conform to the criteria specified by the manufacturer. | |

| Term of Reference | Statement of Compliance |
|---|---|
| **I. BACKGROUND**<br>The Bureau of Fisheries and Aquatic Resources (BFAR) Central Office is responsible for the formulation and implementation of the National Residue Control Program (NRCP) in coordination with other agencies. At the central level, the NRCP is facilitated by the National Fisheries Laboratory Division (NFLD) under the Assistant Director for Research, Regulations, and International Engagements (ADRRIE).<br>Some of the functions of NFLD include:<br>1. Develop plans and programs on the operation of the fisheries laboratories and its compliance to PNS ISO/IEC 17025 laboratory standards and methods of analysis and sampling;<br>2. Develop plans and programs to support analytical requirements on the implementation of the regulatory programs on food safety, residue control and aquatic animal health;<br>3. Lead in the development and implementation of the National Residue Control Program (NRCP) which includes: | *[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* |

a. formulation of sampling plan;
b. analysis of samples for residue in aquaculture and fishery products to ensure health and safety of fish and fishery/aquatic products

**II. OBJECTIVES**

To obtain an accurate and efficient multi-residue analysis platform which is able to cater to veterinary drug residues required to be monitored in fish and aquaculture products.

**III. QUALIFICATION REQUIREMENTS**

1. The bidders must have completed a similar contract/project equivalent to Fifty percent (50%) of the ABC within five (5) years from the date of the Bid Opening.
2. The Bidder must submit the following:
   2.1. Certificate of Accreditation to full CE (European Commission certification) and Underwriters Laboratories (UL);
   2.2. Certificate of Authorization to distribute from principal supplier;
   2.3. Certificate of Accreditation to ISO 13485 for test kits manufacturing.

**IV. TECHNICAL SPECIFICATIONS**

1. Peripherals - must be approved for use with the multi-residue analyzer
   1.1 Barcode scanner - for data input of scanned biochip arrays into the software.
   1.2 Carrier handling tray - must be compatible with Antimicrobials and Anthelmintics Biochip Arrays; must be able to hold 9 individual biochips per carrier.
   1.3 Thermoshaker - for biochip incubation; must provide optimum heating environment for samples (e.g. faster heat-up times, increased temperature range and standardization of assay incubation conditions).

*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.]*

2. PC and imaging software:

2.1 Desktop computer:

- 8th Gen Intel® Core™ i5-8500
- Windows 11 Pro
- Intel Integrated Graphics
- 16 GB Memory
- 256 GB SSD
- Optical Drive DVD +/-RW
- Bluetooth and Wi-Fi enabled
- 1 x USB 3.1 Gen 2 Type-C
- 5 x USB 3.1 Gen 1 Type-A
- 4 x USB 2.0 Type-A
- Monitor, keyboard, mouse

2.2 Printer:

- Functions: Print, copy, scan, and fax
- Ink tank system

**V. DUTIES AND RESPONSIBILITIES OF WINNING BIDDER**

1. Supply, delivery, and installation of multi-analyte quantitative drug residue analyzer;
2. Test kits must have at least six (6) months year expiry upon delivery and must conform with the criteria specified by the manufacturer;
3. Post-installation:
   - 3.1. Conducts free training from manufacturer/principal supplier on the usage of equipment;
   - 3.2. Provides technical support on the conduct of method validation and accreditation of the method:
   - 3.3. Provides preventive maintenance and calibration of the equipment up to three (3) years upon installation:
   - 3.4. Provides technical support for troubleshooting the equipment:
   - 3.5. Provides at least two (2) years warranty on the equipment, parts, and accessories:

**VI. DUTIES AND RESPONSIBILITIES OF NFLD**

1. Coordinate with the winning Bidder during and for delivery and installation of the equipment, training for use of equipment, provision of technical support and after-sales support (preventive maintenance, calibration, troubleshooting, warranty).
2. Pay the Contractor in accordance with conditions set in Section IX (Payment Scheme).

| | |
|---|---|
| 3. Issue a Certification of Inspection and Acceptance upon determination by the End User that the delivered multi-residue analyzer along with all necessary peripherals and consumables are already complete and usable.<br><br>**VII. PLACE OF DELIVERY**<br><br>**Name:** Bureau of Fisheries and Aquatic Resources - National Fisheries Laboratory Division<br>**Address:** Residue Laboratory Unit of the National Fisheries Laboratory Division, GF Arcadia Bldg., 860 Quezon Avenue, Quezon City<br><br>**VIII. SCHEDULE OF DELIVERY**<br><br>90 days upon receipt of Notice to Proceed<br><br>**IX. PAYMENT SCHEME**<br><br>The full payment will be made after the following have been accomplished:<br>a. Complete delivery and installation of the equipment;<br>b. Conduct of free training on the usage of the equipment;<br>c. and Issuance of the Certificate of Inspection and Acceptance by the End User<br><br>**X. LIQUIDATED DAMAGES**<br><br>Where the Bidder/Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is thereby in default under the Contract, the Contractor shall pay BFAR for Liquidated Damages pursuant to implementing rules and regulations of R.A. 9184. | |

**I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post qualification, the same shall give rise to automatic disqualification of ourbid.**

| | | |
|---|---|---|
| **Name of Company** | **Signature over Printed Name of Authorized Representative** | **Date** |

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

***Class "A" Documents***

***<u>Legal Documents</u>***

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (**all pages**) in accordance with Section 8.5.2 of the IRR;

***<u>Technical Documents</u>***

☐ (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 (**Attached prescribed format**); **<u>and</u>**

☐ (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 (**Attached prescribed format**); **<u>and</u>**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
**<u>or</u>**
Original copy of Notarized Bid Securing Declaration; **<u>and</u>**

☐ (e) Conformity with the Technical Specifications must include **production/delivery schedule, brochure, certificate of warranty and/or after-sales/parts (technical support on the conduct of method validation and accreditation of the method for PNS ISO/IEC 17025:2017 standard), Certificate of Accreditation to full CE (European Commission certification) and Underwriters Laboratories (UL), Certificate of Authorization to distribute from principal supplier, Certificate of Accreditation to ISO 13485 for test kits manufacturing, certificate to provide preventive maintenance and calibration of the equipment up to three (3) years upon installation**; **<u>and</u>**

☐ (f) If applicable, Articles of Incorporation approved by SEC that it provides any and all acts and things that are associated with or required in information and communication technology including but not limited to renovation of offices or build of local area wired data, voice and video network communication; system integration; **<u>and</u>**

☐ (g) 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.

***<u>Financial Documents</u>***

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

***Class "B" Documents***

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

*<u>Other documentary requirements under RA No. 9184 (as applicable)</u>*

☐ (j) *[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.

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

**II. FINANCIAL COMPONENT ENVELOPE**

☐ (a) Original of duly signed and accomplished Financial Bid Form; **<u>and</u>**
☐ (b) Original of duly signed and accomplished Price Schedule(s).

The following templates are provided for easy reference, attached hereto as Appendix 1, which may also be accessed through this link: https://www.gppb.gov.ph/downloadables.php

5.2.1. Bid Form for the Procurement of Goods
5.2.3. Price Schedule for Goods Offered from Abroad
5.2.4. Price Schedule for Goods Offered from Within the Philippines
5.2.5. Bid Securing Declaration
5.2.6. Contract Agreement Form for the Procurement of Goods Projects;
5.2.8. Omnibus Sworn Statement; and
5.2.9. Performance Securing Declaration

**Important Reminders**

- The bidders are encouraged to consult this checklist before submitting their Bid on the deadline for the submission and the receipt of Bids. However, this is **by no means exclusive** Bidders must still familiarize themselves with other bid requirements not otherwise included herein such as, but not limited to those in the Term of Reference, Bid Bulletin, Pertinent GPPB guidelines, rules, etc.

- All Bidders must submit their bid in accordance with the Guidelines on Electronic Submission and Receipt of Bids as indicated in the Annex A simultaneously with the submission of the printed copies as indicated in the BDS Clause 15.

- All documents shall be current and updated and any missing document in the above-mentioned Checklist is a ground for outright rejection of the bid.

- All Pages of the documents shall be signed/initialed by the bidder or by his/her authorized representative.

- To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the above-mentioned checklist.

**Statement of All Ongoing Government & Private Contracts including contracts awarded but not yet started**

Business Name : _____

Business Address : _____

| Name of Contract and Contract Cost | Owner's Name Address Telephone Nos. | Nature of Work | Bidder's Role | | Date Awarded Date Started Date of Completion | % of Accomplishment | | Value of Outstanding Works/Undelivered Portion |
|---|---|---|---|---|---|---|---|---|
| | | | Description | % | | Planned | Actual | |
| Government | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Private | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| *Continue in separate sheet if necessary | | | | | | | Total Cost | |

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate "No ongoing contracts" or "None" or "Not Applicable (N/A)" under the Column for Name of Contract and Project Cost (first column from left)

This statement shall be supported with:

For Government Contract:

1. Notice of award and/or Contract Agreement and/or Notice to Proceed

For Private:

2. Job order or Purchase Order or any corresponding documents reflecting the Project name and project cost.

Submitted by: _____

(Printed Name and Signature of Authorized Representative

Designation : _____

Date : _____

**Statement Identifying the Single Largest Completed Contract**

Business Name : _____
Business Address : _____

| Name of Contract and Contract Cost | Owner's Name Address Telephone Nos. | Nature of Work / Kind of Goods | Bidder's Role | | Amount at Award Amount at ...tion | Date Awarded Contract Effectivity Date Completed |
|---|---|---|---|---|---|---|
| | | | Description | % | | |
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |

Note: This statement shall be supported with:

For Government Contract:
1. Notice of award (NOA) and/or Contract Agreement and/or Notice to Proceed (NTP)
2. Certificate of Completion of Delivery (CCDs) issued by the Owner or Certificate of Final Acceptance (CFAs) or duly signed Delivery Receipt (DRs) or Official receipt or Sales Invoice or duly accomplished Inspection and Acceptance Reports

For Private:
1. Job order or Purchase Order or Purchase Request
2. Certificate of Completion of Delivery (CCDs) issued by the Owner or Certificate of Final Acceptance (CFAs) or duly signed Delivery Receipt (DRs) or Official receipt or Sales Invoice

Submitted by : _____
(Printed Name and Signature of Authorized Representative)

Designation : _____
Date : _____

# *Annexes*

# BFAR-BAC ONLINE BIDDING PROCEDURE

ANNEX A……Bidder's Kit

ANNEX B……Adding a password to a .PDF file using Adobe Acrobat Reader DC.

ANNEX C……...Procedure of Accessing the BFAR BAC Online Submission of Bidding Documents via Google Forms.

**"ANNEX A"**

**BIDDER'S KIT FOR BFAR PROCUREMENT GUIDELINES IN ADOPTING ELECTRONIC SUBMISSION OF BIDS**

**(GPPB Resolution No. 09-2020)**

## I. PRE-REGISTRATION& PRE-BID CONFERENCE

**Step 1:** Register by completing the information required in the **Google Form** which can be accessed here: https://docs.google.com/forms/d/16ihspj0z-0jNdbv_D9pbBwgoCazCDz3dG_ASiyvvhig/edit

Once completed, submit the form to the Secretariat and wait for an acknowledgement by e-mail.

**Step 2:** Join the scheduled Pre-Bid Conference by clicking the link provided by the Secretariat through e-mail using **Zoom**. Please make sure that you allow access to the microphone and the camera.

**Step 3:** Kindly wait for the Secretariat to confirm your entry through Zoom to participate in the pre-bid conference.

**Step 4:** See attached file as "Annex A" for the House Rules to be observed during the conduct of procurement activities.

## II. PREPARATION OF BID (SOFT COPY)

**Step 1:** Prepare a final scanned copy of your Bid which is divided into two different PDF files:

1. Eligibility Documents & Technical Documents; and
2. Financial Documents

**Step 2:** Set a password for the scanned copy of the Eligibility Documents & Technical Documents and Financial Documents and save as a .PDF file.

**Step 3:** Compress the file, save the password-protected .PDF file to a ZIP file. Set another password on the ZIP file.

**Important:** Passwords must be 8-16 characters and contain both numbers and letters/special characters. The bidder is required setting a unique combination for each file and folder. Same passwords for all files are not allowed. For details on how to set passwords in .PDF file and ZIP file, please see file attached as "Annex B".

**Step 4:** For effective documentation of the submitted files, you must comply with the label format below:

1. Both ZIP folder and .PDF file shall be assigned file name **"BFAR Bid Reference No._____ (Company Name); Legal & Technical Documents"**
2. Both ZIP folder and .PDF file shall be assigned file name **BFAR Bid Reference No._____ (Company Name); Financial Documents"**

## III. REGISTRATION FOR ONLINE SUBMISSION

**Step 1:** Register through Google Form, a link will be provided upon request to the BAC Secretariat's e-mail address: bac.eps@bfar.da.gov.ph at any time before the closing date and time specified in the Bidding Documents by disclosing the following information:

a) Email Address
b) Company Name
c) Company Address
d) Authorized Representative
e) Contact No.
f) Bid Reference
g) Bid Title
h) Official Receipt (OR) No.

Upon verification of the Official Receipt (OR), the BAC Secretariat will send the Public Bidding Documents through the given email or shall provide a hard copy upon request. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**Step 2:** The BAC Secretariat will send another Google Form link to the bidder, who already purchased the bidding documents, through the given email directing to the "Online Submission of the Bid"

## IV. ACCESSING THE GOOGLE FORMS

**Step 1:** Upon successful login to your email address account. You will now open the Google Form link sent through BAC Secretariat's e-mail address given above.

**Step 2:** Click the **FILL OUT FORM** button. *(See attached "Annex C")*

## V. SUBMISSION OF BID

**Step 1:** Submit your Bids through Google Form at any time before the closing date and time specified in the Bidding Documents.

**Step 2:** Upon preparation and finalization of the compressed and password-protected files Eligibility & Technical and Financial Documents, a Google Form link will direct you to the page where they can now upload the said requirements. *(See attached "Annex C, Figure 10.1")*

**Step 3:** After submission, a copy of the response will be automatically emailed to the address provided by you which can be saved or printed, as proof of the official time of the submission and receipt of bids. *(See attached "Annex C, Figure 11.2")*

## VI. RECEIVING OF THE SUBMITTED BID

The BAC Secretariat will receive the submitted information through Google Forms and will generate a Bid Receipt page for the official time of submission of all bidders, which can be saved or printed.

Bidders may modify their Bid at any time before the deadline for the submission and receipt of bids. Bidders shall send another Bid equally secured, properly identified, and labelled as a **"modification"** of the previously submitted. The time indicated in the latest Bid receipt page generated shall be the official time of submission. Bids submitted after the deadline shall not be accepted.

The BAC Secretariat will not be able to access the documents until the day of the Bid Opening.

## VII. BID OPENING PROCESS

The BAC, with the assistance of the Secretariat and Technical Working Group (TWG), shall conduct bid opening via Zoom. Bidders are encouraged to attend the bid opening online. The passwords for the folders (ZIP) and the files (.PDF) shall be disclosed by the bidders only during actual bid opening which may be done via Zoom.
The Secretariat will ask the bidder, who choose to attend via Zoom, the corresponding password of their Bid during the bid opening itself. The official representative of the bidder shall respond promptly in the same chat box with the passwords when prompted. Bidders are given within five (5) minutes to respond with the passwords. If the bidder does not provide or respond with the password within five (5) minutes, from prompting, it will result in disqualification and the BAC shall move on to the next bid, if any.

The bidder shall first disclose the password for the compressed folder (ZIP file) containing the Eligibility & Technical documents, second disclose the password

for the Eligibility & Technical document (.PDF file). The Secretariat will share the screen via Zoom during accessing the submitted Bid.

If the bidder **passed** the Eligibility & Technical requirements, the second password-protected compressed folder containing the Financial Documents and the files contained therein shall be opened in the same manner as the password of the eligibility documents as described above. In no case will a bidder disclose the passwords for the financial folder and the files prior to being declared eligible based on the evaluation of the eligibility documents.
The bidder is given only three (3) attempts to disclose the password per compressed folder (ZIP) and .PDF file to open the documents. If the bidder fails to provide the correct password after the third attempt, their Bid will no longer be considered. The Secretariat shall take and print a screenshot of such inquiries and responses to form part of the records and all incidents should be recorded in the minutes.

In the event that the BAC cannot access the submitted electronic copy of the Bid, the BAC will proceed with the opening of the ORIGINAL HARD COPY.

**Basic House Rules to be observed during BAC Meetings**

1. Kindly place your microphone on mute when not speaking.

2. Please raise your hand, and wait to be recognized before you speak (remember to toggle off mute).

3. Turn on video for confirmation of your identity.

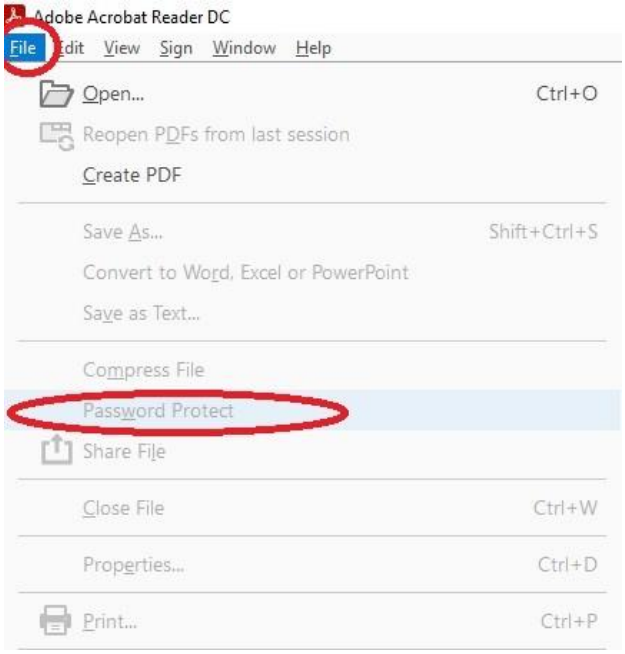
4. Meeting will start on time. You are advised to enter the VTC room 30 minutes to resolve technical issue, if any.

**"ANNEX B"**

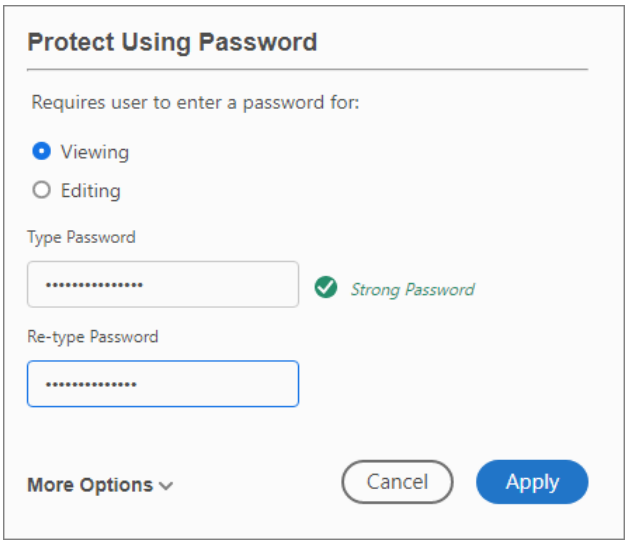
**<u>Adding a password to a .PDF file using Adobe Acrobat Reader DC.</u>**

One-click option to protect a PDF with a password

1. Open the PDF file
2. Choose **File > Protect Using Password**.



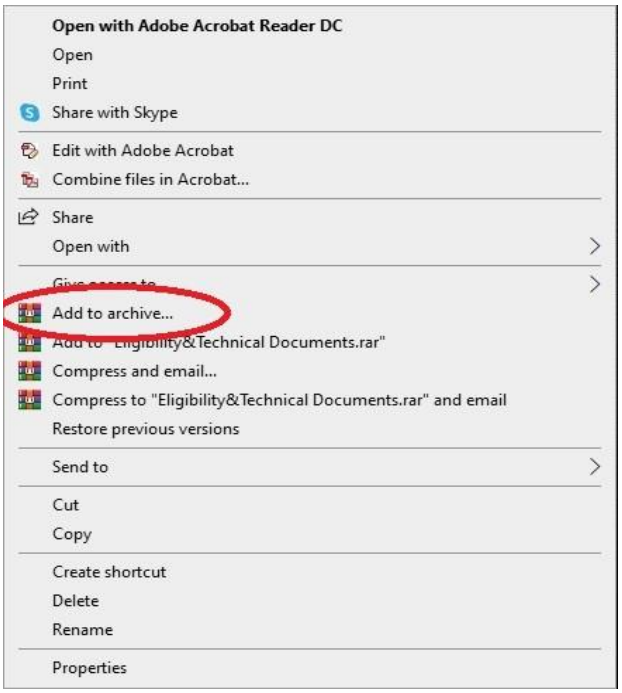

3. Select to set the password for Viewing the PDF.



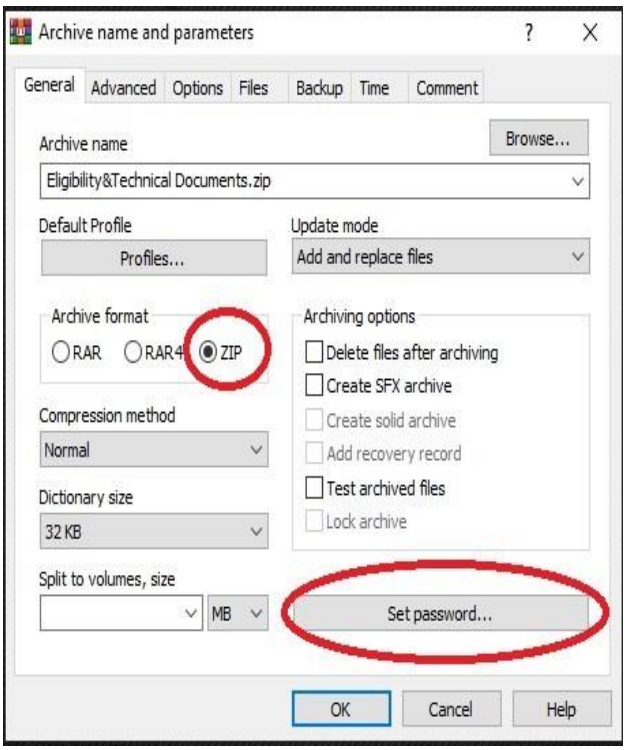

4. Type and retype your password. The password strength is displayed next to your password to indicate whether the chosen password is weak, medium, strong, or best.
5. Click **Apply**

## File Archiving and Compression using WinRaR application

1. Right Click the password protected .PDFfile
2. Select **"Add to archive."**




3. In the Archive name and parameters dialog box, select **"Radio button ZIP"** and click **"Set password"**



4. Type your password and Click **"OK button."**

**"ANNEX C"**

## Procedure of Accessing the BFAR BAC Online Submission of Bidding Documents via Google Forms

**Step 1**. BAC Secretariat will send the Invitation link of Registration Form.

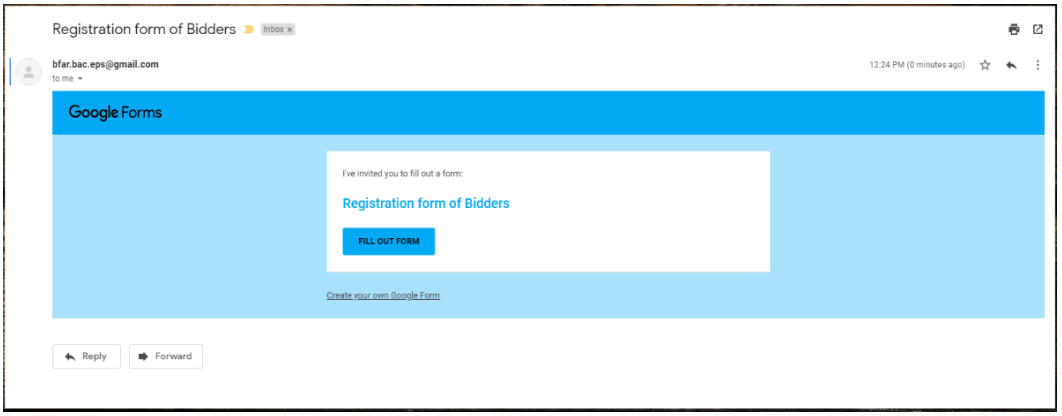
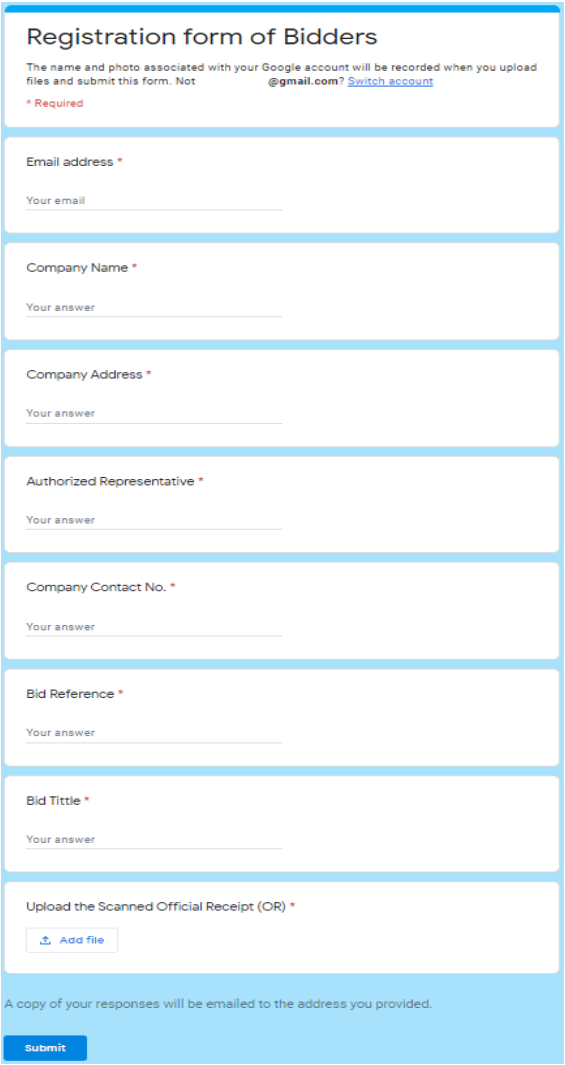



**Figure 1.1**

**Step 2.** Upon received, click the **FILL OUT FORM**.

**Step 3**. Bidder must fill in the following required information



**Step 4.** Click the **Add file** to upload Scanned Copy of Official Receipt (OR).

**Step 5**. After uploading of the Scanned Copy of OR, the bidder shall click the **Submit** button to complete the process and BAC Secretariat shall verify the submitted Official Receipt (OR).

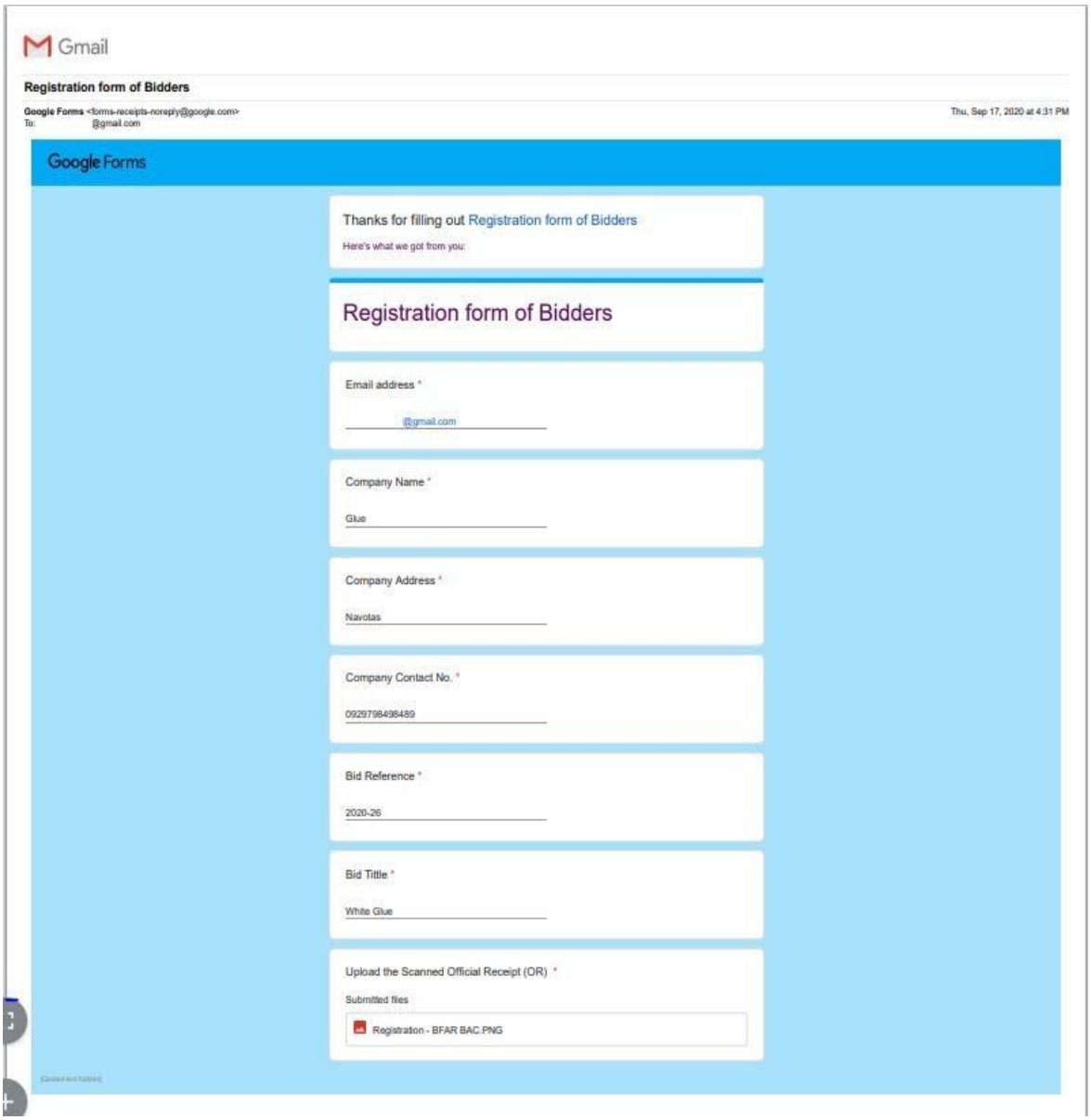



**Figure 5.1**

**Step 6.** A copy of the response will be automatically emailed to the address provided by the bidders.

**Step 7.** Upon verification of the Official Receipt (OR), the BAC Secretariat shall send the Public Bidding Documents through the given email or shall provide a hard copy upon request. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**Step 8.** The BAC Secretariat will send another Google Form link to the bidder, who already purchased the bidding documents, through email directing to the "Online Submission of the Bid".

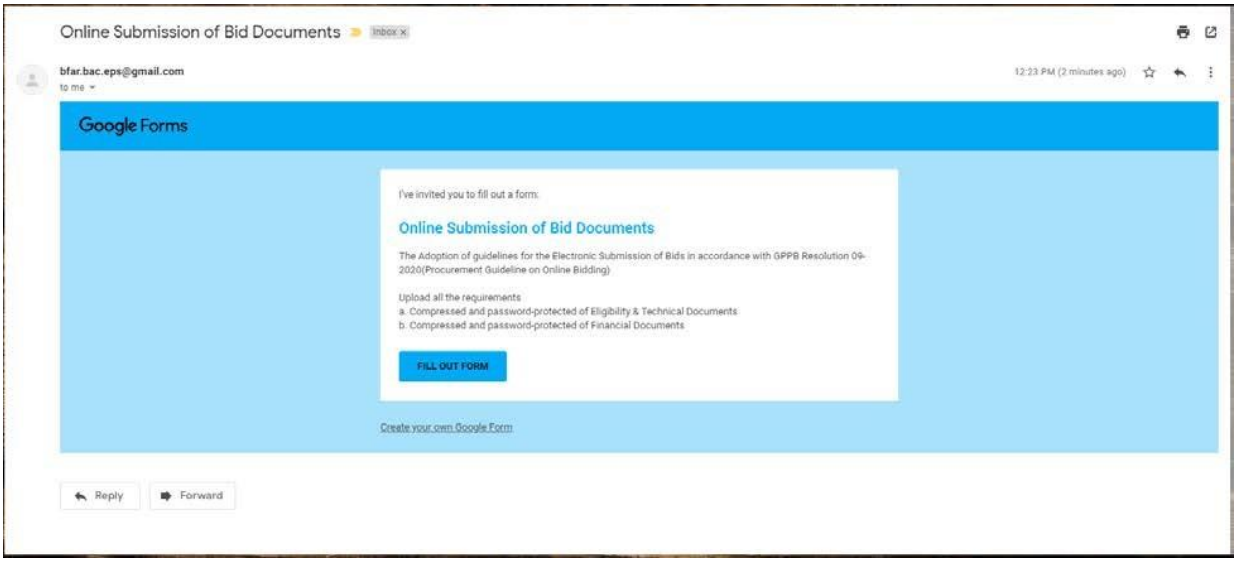
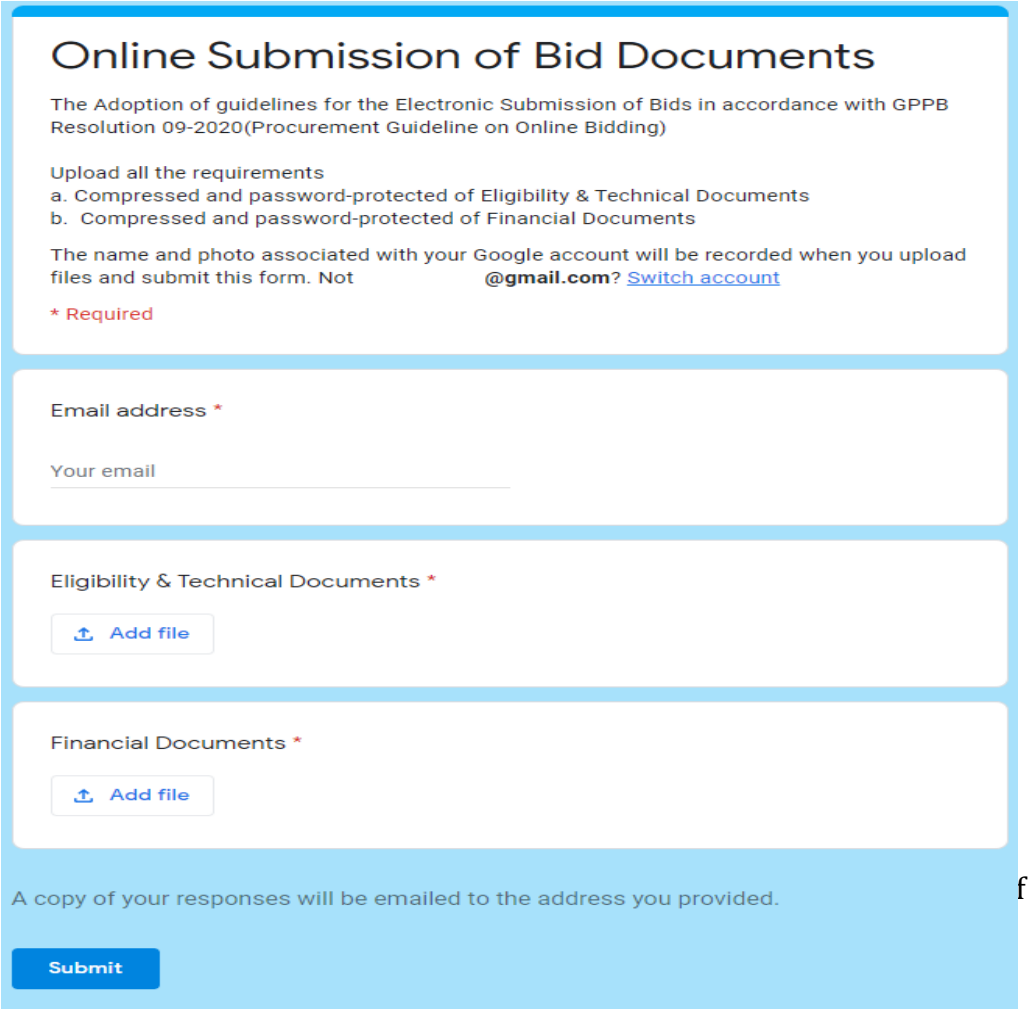



**Figure 8.1**

**Step 9.** Upon received, click the **FILL OUT FORM.**

**Step 10.** Click the **Add file** button to upload the compressed and password-protected files of Eligibility & Technical and Financial Documents



**Step 11.** Click the **Submit** button to complete the process. A copy of the response will be automatically emailed to the address provided by the bidder which can be saved or printed by the bidder, as proof of the official time of the submission and receipt of bids.

**Figure 11.1**

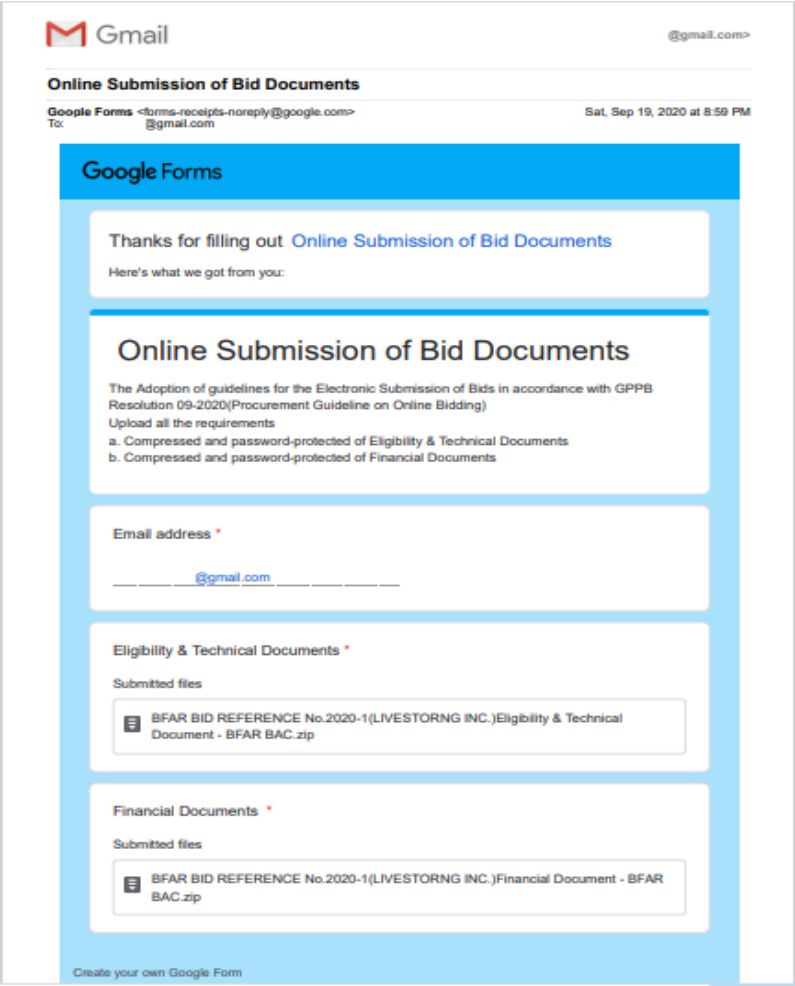



**Figure 11.2**

Republic of the Philippines

gppb

Government Procurement Policy Board