PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery and Installation of Various Testing Equipment for Bureau of Philippine Standards – Product Testing Division

Government of the Republic of the Philippines

Bidding No. 21-002
07 January 2021

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations …….2
Section I. Invitation to Bid…..……..5
Section II. Instructions to Bidders……...8
1. Scope of Bid ……. 8
2. Funding Information……. 8
3. Bidding Requirements ……. 8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 8
5. Eligible Bidders…… 9
6. Origin of Goods …….. 9
7. Subcontracts …… 10
8. Pre-Bid Conference ……. 10
9. Clarification and Amendment of Bidding Documents …… 10
10. Documents comprising the Bid: Eligibility and Technical Components ……10
11. Documents comprising the Bid: Financial Component ……...10
12. Bid Prices ……11
13. Bid and Payment Currencies ……11
14. Bid Security ……. 12
15. Sealing and Marking of Bids ……12
16. Deadline for Submission of Bids ……12
17. Opening and Preliminary Examination of Bids …….. 12
18. Domestic Preference …… 12
19. Detailed Evaluation and Comparison of Bids ……. 13
20. Post-Qualification ……13
21. Signing of the Contract ……13
Section III. Bid Data Sheet ……..14
Section IV. General Conditions of Contract ……...……..16
1. Scope of Contract …… 16
2. Advance Payment and Terms of Payment …….. 16
3. Performance Security ……. 16
4. Inspection and Tests …… 16
5. Warranty ……. 17
6. Liability of the Supplier …….. 17
Section V. Special Conditions of Contract ……18
Section VI. Schedule of Requirements ….……....22
Section VII. Technical Specifications …….…….…….…….23
Section VIII. Checklist of Technical and Financial Documents ……..36

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

Supply, Delivery and Installation of Various Testing Equipment for Bureau of Philippine Standards – Product Testing Division

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2021 and/or continuing appropriations intends to apply, for the second time, the following items below being the ABC to payments under the contract

Lot no.	Description	Approved Budget of the Contract (ABC)
2	Testing Equipment for Concrete Masonry Units (Hollow Blocks)	PhP1,550,000.00
3	Vibration Test System	PhP14,000,000.00
4	Walk-in Environment Chamber	PhP11,000,000.00

hereunder projects.

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

2. The Department of Trade and Industry now invites bids for the Early Procurement on the **Supply, Delivery and Installation of Various Testing Equipment for Bureau of Philippine Standards – Product Testing Division (Bidding No. 21-002)**. Delivery of the Goods is required within **six (6) months**. Bidders should have completed, within **three (3) 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.

   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 Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **08 January 2021** from the given address and website(s) below and upon

payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP5,000.00)** for ABC amounting to more than PhP1,000,000.00 up to PhP5,000,000.00, and **Twenty-Five Thousand Pesos (PhP25,000.00)** for ABC amounting to more than PhP10,000,000.00 up to PhP50,000,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.

6. The Department of Trade and Industry will hold a Pre-Bid Conference on **15 January 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 28 January 2021**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **28 January 2021, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The bidders may submit their bids in any of the following form:
    10.1. Physical submission of the documents on the address stated below; or
    10.2. Electronic submission of bids with the following guidelines:
        10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
        10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
        - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
        - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
        - If the first and second file were corrupted, the third file shall be opened.
        - If the third file was corrupted, the bidder shall be automatically disqualified.

11. The Department of Trade and Industry 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.

12. For further information, please refer to:

Mary Ann D. Yulas
Assistant Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry
G/F, Trade and Industry Building
361 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515
Email: **MaryAnnYulas@dti.gov.ph**
Website: **www.dti.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents:
https://notices.philgeps.gov.ph/
https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/

For online bid submission:

BACSecretariat@dti.gov.ph

07 January 2021

SGD.

MARY JEAN T. PACHECO
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids for the **Supply, Delivery and Installation of Various Testing Equipment for Bureau of Philippine Standards – Product Testing Division**, with identification number **21-002**.

The Procurement Project (referred to herein as "Project") is composed of three (3) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

a. The GOP through the source of funding as indicated below for 2021 in the amount of:

Lot no.	Description	Approved Budget of the Contract (ABC)
2	Testing Equipment for Concrete Masonry Units (Hollow Blocks)	PhP1,550,000.00
3	Vibration Test System	PhP14,000,000.00
4	Walk-in Environment Chamber	PhP11,000,000.00

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract.

They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition will likely result to failure of bidding:

i. The prospective bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; 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 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 and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) 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:

b. 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 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 for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. **Supply, Delivery and Installation of Testing Equipment;** b. completed within **three (3) years** prior to the deadline for the submission and receipt of bids. The prospective bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 50% of the ABC; and The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
7.1	Subcontracting is not allowed.
8	The Department of Trade and Industry will hold a Pre-Bid Conference on **15 January 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Join Zoom Meeting https://zoom.us/j/93672936248?pwd=R0xycUM3ZFZQUVIrd3RoelJMenpldz09 Meeting ID: 936 7293 6248 Passcode: 891340
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 (based on total ABC of the lots which a bidder opts to bid) not less than 2%, if bid security is in cash; or b The amount of (based on total ABC of the lots which a bidder opts to bid) not less than 5% if the bid security is in Surety Bond.
15	a. Physical Submission: Each Bidder shall submit **one (1)** original and **three (3)** copies of the first and second components of its bid. b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).

<table>
<tr><td>17</td><td>Bid opening shall be on 28 January 2021, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Join Zoom Meeting
https://zoom.us/j/96139339118?pwd=Y3A5amY4M1JKWkwxWEIvS2VubXcydz09

Meeting ID: 961 3933 9118
Passcode: 541992</td></tr>
<tr><td>19.3</td><td>The lot(s) and reference is/are:
<table>
<tr><th>Lot no.</th><th>Description</th><th>Approved Budget of the Contract (ABC)</th></tr>
<tr><td>2</td><td>Testing Equipment for Concrete Masonry Units (Hollow Blocks)</td><td>PhP1,550,000.00</td></tr>
<tr><td>3</td><td>Vibration Test System</td><td>PhP14,000,000.00</td></tr>
<tr><td>4</td><td>Walk-in Environment Chamber</td><td>PhP11,000,000.00</td></tr>
</table></td></tr>
<tr><td>20</td><td>Post – Qualification Additional Requirements:
1. Calibration Certificate/s (if applicable)
2. Conformance Certificate/s (as necessary)</td></tr>
</table>

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

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[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 is*:* **NEIL P. CATAJAY** ***Director*** **Bureau of Philippine Standards** **Trade & Industry Bldg.,** **361 Sen. Gil J. Puyat Ave.,** **Makati City** **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: 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. 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	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

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	Delivered, Weeks/Months	Statement of Compliance
2	Testing Equipment for Concrete Masonry Units (Hollow Blocks)	1 lot	6 months	
3	Vibration Test System	1 lot	6 months	
4	Walk-in Environment Chamber	1 lot	6 months	

Conforme:

_____
Name & Signature of the Authorized Representative

_____
Name of Company

_____
Date

Section VII. Technical Specifications

Technical Specifications

<table>
<tr><th>Item</th><th>Specification</th><th>Statement of Compliance</th></tr>
<tr>
<td>2</td>
<td>

Lot 2
Testing Equipment for Concrete Masonry Units (Hollow Blocks)

I. PURPOSE

After questions about the quality of building materials emerged following the occurrence of a series of earthquakes in the last quarter of 2019, President Rodrigo Duterte ordered the inclusion of hollow blocks to the Department of Trade and Industry-Bureau of Philippine Standards (DTI-BPS) list of products under mandatory certification.

In response, the DTI-BPS adopted the latest versions of ASTM standards on concrete masonry units (CMU) as Philippine National Standards (PNS). BPS also proposed integrating cement testing capability to the facilities of BPS Testing Laboratory to ensure that CMUs conform with the relevant National/International Standards.

II. SPECIFICATIONS

Bidders shall state either “Complied” or “Did not comply” opposite each specification requirement to state the corresponding performance of the equipment offered. Statements of “Complied” or “Did not comply” shall be supported with evidence/s on the Bidders Bid. Evidence/s shall be in the form of manufacturer’s un-amended sales literature, certificates, reports, statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

<table>
<tr><th>1. COMPRESSIVE STRENGTH TESTING MACHINE (1-Turnkey Set)</th><th>TECHNICAL SPECIFICATIONS</th></tr>
<tr><td rowspan="6">To measure the compressive strength of cement mortar according to ASTM C 140</td><td>1. Compliant with the requirements of test method ASTM C140/140M</td></tr>
<tr><td>2. Capacity: 2000 kN</td></tr>
<tr><td>3. Compression plate size: can accommodate a full-sized CMU (hollow block)</td></tr>
<tr><td>4. Four (4) column frame</td></tr>
<tr><td>5. Floor mounted</td></tr>
<tr><td>6. Provide with Steel Capping Plate suitable for hollow block sample</td></tr>
</table>

</td>
<td>

[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,

</td>
</tr>
</table>

			7. Servo-hydraulic control		*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.]*
			8. Power supply: 230V, 1-phase, 60Hz		
			9. With RS232 interface that allows PC control, the data transfer and evaluation via software		
			10. Provision of 1 unit of branded Windows based computer for integration with the laboratory's system of data acquisition and management		
		2. FORCED VENTILATION DRYING OVEN (1-unit)	**TECHNICAL SPECIFICATIONS**		
		For drying and absorption test of concrete masonry units	1. Temperature range: Ambient to 200 °C		
			2. Inside dimensions (at least): 900mm (L) x 690mm (D) x 820mm (H)		
			3. With digital temperature control system		
			4. With over temperature protection		
			5. Forced ventilation airflow		
			6. With removable/adjustable trays		
			7. Stainless steel chamber and trays		
			8. Power supply: 230V, 1-phase, 60Hz		
		3. Digital Top Loading Balance (1-set)	**TECHNICAL SPECIFICATIONS**		
		For weighing of CMU samples both on top and submerged conditions	1. Capacity: 30 kg		
			2. Readability: 0.5 g		
			3. IP54 compliant		
			4. Bench top use		
			5. Weighing pan: Stainless steel		
			6. Pan size (at least): 225mm x 300mm		
			7. With under balance weighing facility (weigh-below hook)		
			8. With RS232 port for easy communication with computer or printer		
			9. Measurement stabilization time: 4 sec.		
			10. Operating temperature: 10°C to 40°C or better		
			11. Power requirement: 230V, 60Hz		

4. CURING TANK FOR CMU (1-set)	**TECHNICAL SPECIFICATIONS**
For water absorption test	1. Made of heavy plastic (polyethylene)
	2. Inside dimensions (at least): 1000mm (L) x 1000mm (W) x 600mm (H)
	3. Supplied with base rack for holding specimens at required clearances
	4. With cover of heavy plastic
	5. With submersible water circulating pump, 230V, 60Hz
	6. With control panel for switching and electric protection
	7. With manual water discharge valve
5. WATER RESISTANT DIGITAL THERMOMETER (1-set)	**TECHNICAL SPECIFICATIONS**
For monitoring the temperature of water bath	1. Meter measurement type: Thermocouple (TC)
	2. TC Type: Type T
	3. Min Temperature (° C): -50
	4. Max Temperature (° C): 300
	5. Accuracy (° C): ±0.5
	6. Resolution (° C): 0.1
	7. Display type: LCD
	8. Battery: AAA
	9. Water resistant, IP67
	10. Operating temp: -20 to +60 °C
	11. With calibration certificate
	12. With TC probe, type K
	13. TC probe protection class: IP67
	14. TC probe housing: stainless steel with Teflon cable
	15. TC probe length: 1.5 m

III. AFTERSALES SERVICE AND MAINTENANCE

The Supplier shall have a service center/personnel based in the Philippines for diagnosis, maintenance and repair of test and measurement instruments.

During the Warranty period, the Supplier upon proper notification of the End-user shall:

1. Send representatives within two (2) calendar days to verify and troubleshoot the issue upon notification. Experts shall arrive within seven (7) calendar days at the site where the defect(s) of the Equipment is (are) to be repaired or replaced;

2. Bear all expenses arising from this repair/replacement;

3. Shall immediately notify the End-user in case the Equipment cannot be repaired on site;

4. Notify the End-user the estimated time for repair/replacement but the period for repair/replacement shall not be longer than four (4) weeks from the dispatch date of the defective and/or damaged items;

5. Bear all costs arising from or in connection with the repair and/or replacement, including but not limited to customs duties, taxes and transportation fees;

6. Bear all costs arising from and/or in connection with the delay in case the items dispatched for repair/replacement cannot be returned within the stipulated time;

7. Extend the warranty period in days, from the day the issue has been reported to the day the repair/replacement has been successfully made, after the verification of the issue.

IV. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

1. Supply the above-mentioned equipment with the specifications equal to or better than as specified.

2. Conduct operations training for the BPS-PTD personnel (if applicable).

3. Conduct equipment preventive maintenance training (if applicable)

4. Provide at least two (2) copies of the operations and training manual/documentation in printed (hard copy) and electronic (soft copy) formats.

V. OTHERS

1. Customer concerns shall have response within two (2) days upon receipt of notification. Expert technical assistance shall be available within one (1) week.

2. Calibration certificates (if applicable) should be supplied, as well as Conformance Certificates (as necessary).

3

Lot 3
Vibration Test System

I. PURPOSE

The procurement of vibration test system is intended to replace the similar but unserviceable test system of the Bureau of Philippine Standards – Product Testing Division (BPS-PTD). This equipment set-up is used to determine the tolerance of products to everyday rigors in household use and during transport. Testing through vibrations ensures the product is qualified for its intended purpose and meets safety and regulatory standards both locally and abroad.

II. SPECIFICATIONS

Bidders shall state either "Complied" or "Did not comply" opposite each specification requirement to state the corresponding performance of the equipment offered. Statements of "Complied" or "Did not comply" shall be supported with evidence/s on the Bidders Bid. Evidence/s shall be in the form of manufacturer's un-amended sales literature, certificates, reports, statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

1-LOT SUPPLY, DELIVERY AND INSTALLATION OF VIBRATION TEST SYSTEM	
COMPONENTS	**SPECIFICATIONS**
SYSTEM	1. Frequency Range: 0 to 3000 Hz (or larger)
	2. Max. load (kg): 200 (or higher)
	3. Cooling system: air-cooled (blower type)
FORCE	4. Sine (kN): 8 to 10
	5. Random (kN rms): 8 to 10
	6. Shock (kN): 16 to 20
MAX. ACCELERATION	7. Sine (m/s^2): 1250 (or higher)
	8. Random (m/s^2 rms): 875 (or higher)
	9. Shock (m/s^2): 2500 (or higher)
MAX. VELOCITY	10. Sine (m/s^2): 2.2 (or higher)
	11. Shock (m/s^2): 2.2 (or higher)
MAX. DISLPLACEMENT	12. Sine (mm $^{p-p}$): 51 (or higher)
	13. Max. travel (mm $^{p-p}$): 60 (or higher)
VIBRATION GENERATOR	14. Can be rolled from vertical to horizontal position to drive the horizontal table

	15. Armature support guide: parallel slope guide system for high durability
	16. Center positioner of armature: Automatic by eddy current displacement sensor (non-photoelectric sensor)
VIBRATION TABLE	
HORIZONTAL TABLE	17. Material: aluminum
	18. Dimension (mm): 800 x 800 (at least)
	19. Max. frequency (Hz): 2000 (or higher)
HEAD EXPANDER	20. Material: aluminum
	21. Dimension (mm): 800 x 800 (at least)
	22. Shape: square-block type
	23. Max. frequency (Hz): 350
SYSTEM CONTROLLER	24. Computer controlled
	25. Control software Windows 10 compatible
	26. Employs high-resolution 24-bit A/D and D/A converters to achieve high-precision, repeatable control
	27. Outputs test definitions and results in CSV format for use with MS Excel spreadsheet
POWER SUPPLY	28. 220 – 240 VAC, 3-Phase, 60 Hz
ACCESSORY	29. System compatible air-compressor

III. ADDITIONAL REQUIREMENTS

The reliability of the equipment to be procured is of BPS-PTD's utmost interest, hence additional requirements are set for further compliance. Statements of compliance are as indicated in Section II.

REQUIREMENTS
1. Vibration test system components such as vibration generator, vibration table, system controller, and power amplifier are from a single manufacturer to ensure compatibility
2. The manufacturer has a world-wide reputation in the field of vibration test system. The company profile shall be submitted.
3. The brand to be supplied is widely used by companies/institutions worldwide. A list of well-known clients shall be provided.
4. Has a distributor and aftersales service partner in the Philippines so as not be dependent on the dispatch of foreign technical support. The local partner shall have a minimum of

	two (2) service technicians gaining training directly from the manufacturer. Training certificates shall be submitted.
	5. The service technicians shall have servicing experience on vibration system for at least 5 years. Service records shall be submitted.

IV. SCOPE OF INSTALLATION WORKS

A. Pre-Installation Activity

1. Inspection of the site where the new Vibration Test System will be installed is required to determine the actual preparations to be undertaken.

B. Actual Installation Activities

1. Furnish all labor and materials needed for the installation of the brand-new Vibration Test System;
2. Install the unit at the locations indicated in the approved plan;
3. Ensure that the structural soundness of the building shall not be affected during installation of the brand-new Walk-in Environment Chamber;
4. Supply materials and install electrical power requirement from BPS-PTD feeder line to the Vibration Test System; and
5. Ensure that the new installed Vibration Test System is in the desired working condition.

C. Post Installation Activity

1. Conduct final testing and commissioning of the supplied and installed Vibration Test System in the presence of BPS-PTD authorized representative/s.

V. GENERAL CONDITIONS

1. Subcontracting of installation works is not allowed;
2. The schedule of installation work shall be coordinated to and approved by the BPS-PTD so as not to hamper the normal activities in the laboratory;
3. The warranty on the Vibration Test System shall be at 3 years minimum; and

4. All other parts and installation works shall be guaranteed against all defects at least one (1) year after the final acceptance of the project by BPS-PTD.

VI. AFTERSALES SERVICE

During the Warranty period, the Supplier upon proper notification of BPS-PTD shall:

1. Send expert technical assistance within two (2) calendar days to verify and troubleshoot the issue upon notification;

2. Bear all expenses arising from this repair/replacement;

3. Immediately notify BPS-PTD in case the Equipment cannot be repaired on site;

4. Notify BPS-PTD the estimated time for repair/replacement but the period for repair/replacement shall not be longer than four (4) weeks from the dispatch date of the defective and/or damaged items;

5. Bear all costs arising from or in connection with the repair and/or replacement, including but not limited to customs duties, taxes and transportation fees; and

6. Extend the warranty period in days, from the day the issue has been reported to the day the repair/replacement has been successfully made, after the verification of the issue.

VII. DUTIES AND RESPONSIBILITIES OF THE SUPPLIER

1. Supply the above-mentioned equipment with the specifications equal to or better than as specified;

2. Conduct operations training for the BPS-PTD personnel;

3. Conduct equipment preventive maintenance training;

4. Supply calibration certificate of the equipment;

5. Provide at least two (2) copies of the operations and training manual/documentation in printed (hard copy) and electronic (soft copy) formats; and

6. Customer concerns shall have response within one (1) day upon receipt of notification. Expert technical assistance shall be available within two (2) days.

4

Lot 4
Walk-in Environment Chamber

I. PURPOSE

The procurement of walk-in environment chamber intends to expand the capabilities of the Bureau of Philippine Standards – Product Testing Division (BPS-PTD) to cover the safety testing of larger household appliances like refrigerator, electric fans, washing machines, televisions, etc., requiring electrical tests under normal and abnormal environmental conditions ranging from -10 to 80°C and 20 to 95% RH. This chamber is large enough to allow four (4) refrigerators to be tested simultaneously with enough room for test engineers' mobility during set-up.

II. SPECIFICATIONS

Bidders shall state either "Complied" or "Did not comply" opposite each specification requirement to state the corresponding performance of the equipment offered. Statements of "Complied" or "Did not comply" shall be supported with evidence/s on the Bidders Bid. Evidence/s shall be in the form of manufacturer's un-amended sales literature, certificates, reports, statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

1-LOT SUPPLY, DELIVERY AND INSTALLATION OF WALK-	
COMPONENTS	**SPECIFICATIONS**
SYSTEM	1. Balance Temperature and Humidity Control System (BTHC system) / Vapor Pressure Divide Control System
MAIN UNIT (STRUCTURE)	2. Interior floor area: 12.3m^2 (at least)
	3. Chamber exterior length (including machinery unit) shall not be greater than 5700mm to meet the clearance requirements on BPS installation area.
	4. Swing doors shall be installed on the longer side of the chamber and when open shall not extend more than 1000mm perpendicularly from the chamber wall.
	5. Exterior material: color coated metal sheet
	6. Interior material: 18-8 Cr-Ni stainless steel plate (SUS 304)
	7. Floor load resistance: equal load distribution: 6kPa (600 kgf/m^2) with reinforced floor (at least 2mm) to accommodate heavy loads
	8. Floor: with rubber-type protective flooring
	9. Door: double swing door (at least W1400 x H1800 mm)

			10. Viewing window: On the door with a transparent metal layer as heater to prevent fogging	
			11. Chamber insulation: hard urethane foam	
		PERFORMANCE	12. Temperature range: -10 to +80°C	
			13. Humidity range: 20 to 95% RH	
			14. Temp./Humid. Fluctuation (as per **IEC 60068-3-6**): ±0.5°C / ±4% RH	
			15. Temp. & Humid. Gradient: 2.5°C ／8.0％RH	
			16. Temp. variation in space (as per **IEC 60068-3-6**): 2.5°C	
			17. Temp. rate of change (pull-down) (as per **IEC 60068-3-6**): 0.4°C/min or higher	
			18. Temp. rate of change (heat-up) (as per **IEC 60068-3-6**): 1°C/min or higher	
			19. Operating ambient conditions: up to 45°C / up to 75% RH	
		CONTROL/INSTRUMENTATION	20. Control panel: 10-inch (at least) TFT display	
			21. Capable of program settings	
			22. Capable of trend-graph display	
			23. Equipped with USB port for data transfer and saving test profiles	
			24. With 6-channel paperless recorder (temperature & humidity measurement) capable of storing data internally and downloadable to a flash drive	
			25. Remote monitoring capability thru Ethernet (LAN) port to connect to and monitor the chamber operations from a PC	
		REFRIGERATION SYSTEM	26. DC Inverter, single-stage refrigeration system	
			27. With electronic expansion valve	
			28. Air-cooled condenser	
			29. Refrigerant: R449A	
			30. With automatic defrost system when operating at frosting range	
			31. Utilizes scale-resistant steam humidification system	
			32. Water purifier: Ion exchange water purifier	

FITTINGS	33. With all-weather LED interior lighting
	34. With 2 cable ports (100 mm dia.) installed on the front wall
	35. With emergency button internally installed for operator safety
	36. With external emergency stop switch
	37. With insertion ramp for ingress/egress of heavy samples
	38. Status indicator light
POWER SUPPLY	39. 220-240 VAC, 3-phase, 60Hz

VII. ADDITIONAL REQUIREMENTS

The reliability of the equipment to be procured is of BPS-PTD's utmost interest, hence additional requirements are set for further compliance. Statements of compliance are as indicated in Section II.

REQUIREMENTS
1. The manufacturer has a world-wide reputation in the field of environmental testing. The company profile shall be submitted.
2. The brand to be supplied is widely used by companies/institutions worldwide. A list of well-known clients shall be provided.
3. The walk-in chamber shall be supplied with a traceable calibration certificate.
4. Has a distributor and aftersales service partner in the Philippines so as not be dependent on the dispatch of foreign technical support. The local partner shall have a minimum of five (5) service technicians gaining training directly from the manufacturer. Training certificates shall be submitted.
5. The service technicians shall have servicing experience on environment chambers for at least 5 years. Service records shall be submitted.

VIII. SCOPE OF INSTALLATION WORKS

A. Pre-Installation Activity

1. Inspection of the site where the new Walk-in Environment Chamber will be installed is required to determine the actual preparations to be undertaken.

B. Actual Installation Activities

1. Furnish all labor and materials needed for the installation of the brand-new Walk-in Environment Chamber including the fabrication of steel supports, if necessary;

2. Install the unit at the locations indicated in the approved plan;

3. Ensure that the structural soundness of the building shall not be affected during installation of the brand-new Walk-in Environment Chamber;

4. Supply materials and install electrical power requirement from BPS-PTD feeder line to the Walk-in Environment Chamber condensing units; and

5. Ensure that the newly installed Walk-in Environment Chamber is in the desired working condition.

C. Post Installation Activity

1. Conduct final testing and commissioning of the supplied and installed Walk-in Environment Chamber in the presence of BPS-PTD authorized representative/s.

IX. GENERAL CONDITIONS

1. Subcontracting of installation works is not allowed;

2. The schedule of installation work shall be coordinated to and approved by the BPS-PTD so as not to hamper the normal activities in the laboratory;

3. The warranty on the Walk-in Environment Chamber compressor shall be at 3 years minimum; and

4. All other parts and installation works shall be guaranteed against all defects at least one (1) year after the final acceptance of the project by BPS-PTD.

X. AFTERSALES SERVICE

During the Warranty period, the Supplier upon proper notification of BPS-PTD shall:

1. Send expert technical assistance within two (2) calendar days after notification to verify and troubleshoot issues on the Walk-in Environment Chamber;

2. Bear all expenses arising from this repair/replacement of parts;

	3. Notify BPS-PTD the estimated time for repair but the period for repair shall not be longer than four (4) weeks from the dispatch date of the defective and/or damaged parts; 4. Bear all costs arising from or in connection with the repair/replacement of parts, including but not limited to customs duties, taxes and transportation fees; and 5. Extend the warranty period in days, from the day the issue has been reported to the day the repair/replacement has been successfully made, after the verification of the issue. **VII. RESPONSIBILITIES OF THE SUPPLIER** 1. Supply the above-mentioned equipment with the specifications equal to or better than as specified; 2. Conduct operations training for the BPS-PTD personnel; 3. Conduct equipment preventive maintenance training; 4. Supply calibration certificate of the equipment; 5. Provide at least two (2) copies of the operations and training manual/documentation in printed (hard copy) and electronic (soft copy) formats; and 6. BPS-PTD concerns shall have response within one (1) day upon receipt of notification. Expert technical assistance shall be available at the site within two (2) calendar days. **VIII. RESPONSIBILITIES OF BPS-PTD** 1. Verify that the delivered/installed inverter Walk-in Environment Chamber are brand new and conform with BPS-PTD's specifications; 2. Monitor and validate that the scope of work specified under Section IV are thoroughly rendered; and 3. Confirm that the installed Walk-in Environment Chamber are in the desired working condition.	

Conforme:

_____
Name & Signature of the Authorized Representative

_____
Name of Company

_____
Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) 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 (Annex A); **and**

☐ (g) 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 (Annex B); **and**

☐ (h) 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 (Annex C); **and**

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

☐ (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex D);
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

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (l) 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

☐ (m) 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)

☐ (n) *[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.

☐ (o) 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 (Annex E); **and**

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

ANNEX A

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	**Date of Contract**	**Contract Duration**	**Owner's Name and Address**	**Kind of Goods**	**Amount of contract and value of outstanding contracts**	**Date of Delivery**	**End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements** *(if applicable)*

_____	_____	_____
Name of Company/Bidder	Signature over printed Name of Authorized Representative	Date

ANNEX B

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

_____	_____	_____
Name of Company/Bidder	Signature over printed Name of Authorized Representative	Date

ANNEX C

BID SECURING DECLARATION FORM

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

x----------x

BID SECURING DECLARATION
Invitation to Bid: *[Insert Reference number]*

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

I/We[1], 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 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 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;

   (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.

[1] *Select one and delete the other. Adopt the same instruction for similar terms throughout the document.*

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. _____ 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 _____

ANNEX D

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;

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.

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. _____ 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.

ANNEX E

Bid Form

Date: _____
Invitation to Bid[2] Nº: _____

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:[3]

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.

---

[2] If ADB, JICA and WB funded projects, use IFB.

[3] Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert:* as the owner and sole proprietor or authorized representative of *Name of Bidder,* has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *Name of Project* of the *Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert:* is granted full power and authority by the *Name of Bidder*, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *Name of Project* of the *Name of the Procuring Entity]*.

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.

Dated this _____ day of _____ 20_____.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____.

ANNEX F

For Goods Offered From Abroad

Name of Bidder _____. Invitation to Bid[4] Number ____. Page __ of _____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____.

[4] If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____. Invitation to Bid[5] Number _____. 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 Insurance 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)

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____.

[5] If ADB, JICA and WB funded projects, use IFB.

Republic of the Philippines

gppb

Government Procurement Policy Board