

# Republic of the Philippines Department of Science and Technology PHILIPPINE NUCLEAR RESEARCH INSTITUTE

### **BID DOCUMENTS**

SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING, ROOM PREPARATION AND FINISH, AND LICENSING OF ONE (1) LOT BRAND NEW WHOLE BODY DIGITAL PET-CT SCANNER AND ACCESSORIES FOR THE NUCLEAR MEDICINE RESEARCH AND INNOVATION CENTER (NMRIC) LOCATED AT THE DEPARTMENT OF SCIENCE AND TECHNOLOGY – PHILIPPINE NUCELAR RESEARCH INSTITUTE COMPOUND

PNRI BIDS AND AWARDS COMMITTEE Commonwealth Avenue, Diliman, Quezon City

### **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	2
Sectio	n I. Invitation to Bid	5
Sectio	on II. Instructions to Bidders	7
1.	Scope of Bid	7
2.	Funding Information	7
3.	Bidding Requirements	7
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	7
5.	Eligible Bidders	8
6.	Origin of Goods	9
7.	Subcontracts	9
8.	Pre-Bid Conference	9
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	12
14.	Bid Security	
15.	Sealing and Marking of Bids	
16.	Deadline for Submission of Bids	
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference	13
19.	Detailed Evaluation and Comparison of Bids	
20.	Post-Qualification	
21.	Signing of the Contract	15
Sectio	on III. Bid Data Sheet	16
Sectio	on IV. General Conditions of Contract	19
1.	Scope of Contract	19
2.	Advance Payment and Terms of Payment	19
3.	Performance Security	19
4.	Inspection and Tests	20
5.	Warranty	20
6.	Liability of the Supplier	20
Sectio	n V. Special Conditions of Contract	21
Sectio	on VI. Schedule of Requirements	25
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

## 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*. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, 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. (Approved IRR of RA 12009, Section 5[n])

**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*. (Approved IRR of RA 12009, Section 5[r])

**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 Science and Technology PHILIPPINE NUCLEAR RESEARCH INSTITUTE

INVITATION TO BID FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING, ROOM PREPARATION AND FINISH, AND LICENSING OF ONE (1) LOT BRAND NEW WHOLE-BODY DIGITAL PET-CT SCANNER AND ACCESSORIES FOR THE NUCLEAR MEDICINE RESEARCH AND INNOVATION CENTER (NMRIC) LOCATED AT THE DEPARMENT OF SCIENCE AND TECHNOLOGY – PHILIPPINE NUCLEAR RESEARCH INSTITUTE COMPOUND

- 1. The Philippine Nuclear Research Institute, through the 2025 General Appropriations Act (GAA) intends to apply the total amount of *Two Hundred Fifty Million Pesos* (\$\mathbb{P}250,000,000.00\$) being the proposed ABC to payments for the Supply, Delivery, Installation, Testing, Commissioning, Room Preparation and Finish, and Licensing of One (1) Lot Brand New Whole Body Digital PET-CT Scanner and Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) Located at the Department of Science and Technology Philippine Nuclear Research Institute Compound. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
- 2. The Philippine Nuclear Research Institute now invites bids for the above Procurement Project. Delivery of the Goods is *one hundred eighty (180) government working days* upon receipt of approved Notice to Proceed (NTP). 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.
  - 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 Philippine Nuclear Research Institute Bids and Awards Committee (PNRI-BAC) Secretariat and inspect the Bidding Documents at the address given below.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat, PNRI between 8:00 am to 3:00 pm from February 20, March 11, 2025, Monday thru Friday from the given address and website(s) below, upon payment of a nonrefundable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifty Thousand Pesos (Php50,000.00) to the PNRI Cash Section, FAD.
- 6. The Philippine Nuclear Research Institute will hold a Pre-Bid Conference on *February* 27, 2025, *Thursday*, 10:00 AM, through video conferencing or webcasting using Microsoft Teams Platform, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the 3<sup>rd</sup> Floor Conference Room, NART Building, PNRI Compound, on or before March 11, 2025, Tuesday, 10:00 PM. 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 *March 11, 2025, Tuesday, 10:00 AM* at the *3<sup>rd</sup> Floor Conference Room, NART, Building, PNRI Compound.* Bidders may opt to attend physically or virtually. A link will be provided to Bidders/bidders' representatives who choose to attend the opening virtually.
- 10. The Philippine Nuclear Research Institute 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 64 and 70 of the Approved IRR of RA No. 12009, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

### Hidie S. Gocuyo, Administrative Officer V

Head BAC Secretariat 929-6011 to 19 Loc. 259/Fax. 920-8760 hsgocuyo@pnri.dost.gov.ph

12. You may visit the following websites for downloading of Bidding Documents:

http://www.philgeps.gov.ph http://www.pnri.dost.gov.ph

VALLERIE ANN I. SAMSON, Ph.D.

Deputy Director and Chairperson, PNRI-BAC

### Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, Philippine Nuclear Research Institute wishes to receive Bids for the Supply, Delivery, Installation, Testing, Commissioning, Room Preparation and Finish, and Licensing of One (1) Lot Brand New Whole Body Digital PET-CT Scanner and Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) Located at the Department of Science and Technology – Philippine Nuclear Research Institute Compound with identification number PR No. 25-02-0269.

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 2025 in the amount of *Two Hundred Fifty Million Pesos* (\$\mathbb{P}250,000,000.00)\$.
  - a. The source of funding is: 2025 General Appropriations Act (GAA).

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. [Select one, delete other/s]
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the Approved IRR of RA No. 12009 allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 52.4.1.3 of the Approved IRR of RA No.12009, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

[Select one, delete the other/s]

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent

(25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23 of the Approved IRR of RA No. 12009.

### 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. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] 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 52.4 of the Approved IRR of RA 12009 pursuant to Section 52.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] 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 52.1 Approved IRR of RA 12009 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 on the specified date and time and either at its physical address {[insert if applicable] 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 [state relevant period as provided in paragraph 2 of the **IB**] prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. [Include if Framework Agreement will be used:] Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes

of determining eligibility and whether or not such financial proposal is within the ABC.

### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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).**
- 12.2. [Include if Framework Agreement will be used:] For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. [Include if Framework Agreement will be used:] In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 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.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

### 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each minicompetition.

### 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 58 of the Approved IRR of RA 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the Approved IRR of RA 12009.

### 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 79.5 of the Approved IRR of RA 12009.
- 18.2. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

### 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 61.2 of the Approved IRR of RA 12009.

[Include the following options if Framework Agreement will be used:]

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 52.4.2.6 of the Approved IRR of RA 12009. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 2 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 52.4.1.4 of the Approved IRR of RA 12009, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

- 20.1. [Include if Framework Agreement will be used:] For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {[Include if Framework Agreement will be used:] or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR

Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. {[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

### 21. Signing of the Contract

21.1. The documents required in Section 66.5(c) of the Approved IRR of RA 12009 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified 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 of Scientific/Medical Equipment/Devices/Instruments			
	b. Completed within <i>three</i> (3) <i>years</i> prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms:			
	a. <b>P5,000,000.00</b> - if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;			
	b. <b>\$\P12,500,000.00</b> - if bid security is in Surety Bond.			
	If a surety bond will be used, the following are the requirements:			
	<ul> <li>a. Must have the original receipt;</li> <li>b. Must be callable on demand;</li> <li>c. Certified by the Insurance Commission that the surety company is authorized to issue such security.</li> </ul>			
15.0	An additional two (2) copies (Copy 1 and Copy 2) of the first (Technical) and second (Financial) components of its Bid are to be submitted by each bidder.			
19.3	The descriptions of the lots shall be indicated in Section VII – Technical Specifications.			
19.4	No further instructions.			
20.2	Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.			
	NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.			
21.2	Other appropriate licenses and permits required:			
	1. To submit any of the following documents, whichever is applicable:			
	<ul><li>a. If the bidder is the manufacturer, certificate that the bidder manufactures the products/items.</li><li>b. If the bidder is an exclusive/authorized distributor or dealer of the products/items, certificate, or contract from the manufacturer that the</li></ul>			

- bidder is an exclusive/authorized distributor or dealer of the products/items.
- c. If the bidder is an agent of the exclusive/authorized distributor or dealer, (1) certificate or Distributorship/Dealership Agreement by the manufacturer with the distributor or dealer, and (2) contract between distributor/dealer and bidder.
- 2. Valid Marketing Authorization, Registration Approval or Free Sale Certificate of the product issued by the Health Authority in the country of origin.
- 3. Proof (such as sales invoice, purchase order, etc.) that the Brand has been sold to other health facility/hospital local and/or international.
- 4. Certification from the manufacturer
  - a. That the bidder/manufacturer/principal has the engineer/s trained and capable for corrective and preventive maintenance for the model being offered. Service engineer should be presently employed by the bidder or authorized by the manufacturer.
  - b. That the equipment is brand new, unused, and not a discontinued model or was listed in the product recall.
  - c. That the parts and accessories of the equipment are available for the next five (5) years after expiration of the warranty period.
  - d. That the terms and conditions stated in the contract shall be honored by the manufacturer in the event that the change of exclusive distributorship will occur during the duration of the said contract and warranty.
- 5. Notarized Certificate/ Affidavit of Undertaking from the bidder:
  - a. That the brand or model of the equipment has been in the local and/or international market for at least (10) years.
  - b. The preventive maintenance on the equipment shall be during the warranty period following the manufacturer's recommendation and service level agreement.
  - c. That 95% uptime of the equipment is guaranteed within the warranty period and that any accumulated downtime in excess of 5% shall be added to the warranty period.
    - UPTIME The total time in hours in which the equipment and its accessories are operational and reckon from the time the service provider is officially notified.
  - d. That the Supplier should meet all Regulatory requirements of PNRI/FDA-PH, inclusive of PIC/S GMP. Certificates of training in GMP shall be issued for the staff of the recipient facility. The bidder shall include, as evidence of competence in GMP, certificates of GMP in the bidder's facility(ies) and the list of GMP radiopharmaceuticals produced therein.

The certificate of training shall include the following:

- i. Name of trainee
- ii. Name of equipment
- iii. Brand/model of equipment
- iv. Inclusive dates of training
- 6. BIR Registration Certification, which contains the Taxpayer's Identification Number.
- 7. Articles of Incorporation, Partnership or Cooperation, whichever is applicable, including amendments thereto, if any.

### 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 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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### 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 68 of the Approved IRR of RA 12009

 $. \{[\mathit{Include\ if\ Framework\ Agreement\ will\ be\ used:}]\ In\ the\ case\ of\ Framework\ Agreement,\\ the\ Bidder$ 

may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project {[Include if Framework Agreement will be used:] or Framework Agreement] specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section 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 89 of the Approved IRR of RA 12009.
- 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				
	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 to the Philippine Nuclear Research Institute at Commonwealth Avenue, Diliman, 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."			
	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 <i>Ms. Maria Teresa L. Borras</i>			
	Incidental Services –			
	The Supplier is required to provide all of the following services, includin additional services, if any, specified in Section VI. Schedule of Requirements Select appropriate requirements and delete the rest.			
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;			
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;			
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;			
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and			

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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; 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 within the next ten (10) years from the delivery of goods.

#### 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.

### **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	Terms of Payment				
	Project Phase/Delivery	Payment			
	Submission of all deliverables as stated in the TOR (i.e. Programs of Works/Workplan, Drawings and Plans/Layout, Certificates,	10%			
	Manuals, etc) Complete delivery of all major component parts on site	35%			
	Installation	35%			
	Testing and Commissioning	10%			
	Completion and Acceptance	10%			
4	<ol> <li>All services and goods to be delivered shall be subjected to inspections and tests by the Joint Inspection Team of the Philippine Nuclear Research Institute and the End-user that will be in accordance with Section VII. Technical Specifications to ascertain the physical condition and acceptability of the goods.</li> <li>The supplier shall promptly replace the equivalent quantity of the goods taken as samples without cost to the Procuring Entity.</li> </ol>				
5	Warranty Period:				
	One (1) year against manufacturing defects, upon acceptance by the Procuring Entity/En				

### Section VI. Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Supply, Delivery, Installation, Testing, Commissioning, Room Preparation and Finish, and Licensing of One (1) Lot Brand New Whole Body Digital PET- CT Scanner and Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) Located at the Department of Science and Technology – Philippine Nuclear Research Institute Compound	1 lot		One hundred eighty (180) government working days
				_

Company's	Name:	·		
Duly autho	rized to sign Bid for an	d on behalf of:		
Date accom	nplished:		_	
	-		_	

## Section VII. Terms of Reference, General Conditions and Technical Specifications

### **PROJECT:**

Supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of one (1) Lot Brand New Wholebody Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Technology – Philippine Nuclear Research Institute (DOST-PNRI) Compound.

### I. BACKGROUND

In alignment with the National Nuclear Medicine Research Agenda, the Department of Science and Technology-Philippine Nuclear Research Institute (DOST-PNRI) envisions becoming the leading Nuclear Medicine Research and Innovation Center (NMRIC) in the Philippines. To achieve this, DOST-PNRI is focused on enhancing its capabilities to conduct studies and share groundbreaking developments in radiopharmaceutical research and Positron Emission Tomography (PET) imaging.

The PNRI aims to explore the use of hybrid PET-CT imaging in several critical areas, including oncology, neurology, cardiology and other non-communicable diseases. Its research will extend into chemical and radiochemical syntheses, the development of emerging radioisotopes such as beta and alpha emitters, particle dynamics, dosimetry, and molecular imaging techniques like fibroblast activation protein for precision diagnostics. Collaborative research with medical professionals will be a key aspect of these initiatives.

To support its objectives, PNRI plans to develop the technical and infrastructural capacity required to produce clinically relevant PET radioisotopes, which are crucial for routine cancer staging and cellular function assessments. Central to this goal is the establishment of a 20 MeV particle accelerator medical cyclotron that will operate under a license and in compliance with Good Manufacturing Practices (GMP). Moreover, a team of skilled and dedicated professionals will be developed to ensure the success of the center's mission.

#### II. PROJECT DESCRIPTION

The Nuclear Medicine Research and Innovation Center (NMRIC), located at the Department of Science and Technology - Philippine Nuclear Research Institute (DOST - PNRI) Compound, Commonwealth Avenue, Diliman, Quezon City, is a facility that aims to develop emerging PET radiopharmaceuticals for early cancer staging assessment of

biological functions in cancer cells. The NMRIC is a two-storey building with a mezzanine level and a total floor area of approximately 7,000 sq. m.

The Philippine Nuclear Research Institute (PNRI), through the NMRIC and the Isotope Techniques Section (ITS), intends to engage in the procurement of One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories involving the supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of the equipment to ensure the compliance to the relevant governing codes, standards and regulations including but not limited to the requirements of the Department of Health – Food and Drug Administration (DOH-FDA) and Nuclear Regulatory standards.

The use of Positron Emission Tomography-Computed Tomography (PET-CT) in several critical areas, including oncology, neurology, cardiology and other non-communicable diseases for molecular imaging is crucial for early cancer staging assessment. The PNRI herein proposed with an **Approved Budget Cost of the Contract (ABC) of Two Hundred Fifty Million Pesos (PHP 250,000,000.00)**.

### III. CONTRACT COMPLETION TIME

The SUPPLIER will be on-call for the supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories. The SUPPLIER shall commence the work within seven (7) days upon receipt of Notice to Proceed and complete the project within a period of **One Hundred Eighty (180) Government Working Days**.

### IV. QUALIFICATIONS OF PROSPECTIVE SUPPLIER/MANUFACTURER

- 1. As minimum requirement, the supplier/manufacturer shall be 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 5183 and subject to Commonwealth Act 138.
- 2. The supplier/manufacturer shall have a Registration certificate or Equivalent Document.
- 3. The supplier/manufacturer shall have a Mayor's/Business Permit or Equivalent Document.
- 4. The supplier shall have a certificate or contract from the manufacturer that the supplier is an exclusive/authorized distributor or dealer of the products/items.
- 5. The supplier/manufacturer must have a US-FDA license, FDA clearance, and CE marked.

- 6. The PET-CT supplier shall be an authorized installer by the manufacturer and must have at least seven (7) years of work experience in the installation, testing and commissioning, operation, maintenance, and training on the PET-CT brand it is supplying. The PET-CT supplier shall at least have completed one (1) similar project of the specific PET-CT System and its accessories locally.
- 7. The supplier's manufacturer must have an authorized local service center, and that the supplier/manufacturer has the engineer/s trained and capable for corrective and preventive maintenance for the model being offered. Service engineer/s should be presently employed by the supplier or authorized by the manufacturer.

#### V. GENERAL NOTES AND CONDITIONS

- The SUPPLIER/MANUFACTURER shall submit the project work plan consisting of
  the specific work activities including detailed engineering plans, construction
  methodology, and schedule prior to the construction activity, if applicable. The project
  work plan shall be subjected to review, evaluation, and approval by PNRI through the
  end-user, Isotope Techniques Section (ITS). The approved project work plan shall be
  considered final and binding.
- 2. The SUPPLIER/MANUFACTURER shall provide complete technical services and supervision for the entire project in the supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Technology Philippine Nuclear Research Institute (DOST-PNRI) Compound.
- 3. The SUPPLIER/MANUFACTURER shall provide equipment that is brand new, unused and not a discontinued model or was listed in the product recall.
- 4. The SUPPLIER/MANUFACTURER shall implement the project activities until its completion in accordance with the approved and final detailed scope of work and work schedule as provided in the contract.
- 5. The SUPPLIER/MANUFACTURER must closely coordinate with the Isotope Techniques Section. In case of discrepancy between the workplan and actual condition, the SUPPLIER shall submit a revised workplan to the ITS, for approval as the end user, through the NMRIC Construction Management (CM) Team, for review/recommendation prior to the execution of the said works.
- 6. The SUPPLIER/MANUFACTURER must submit, in writing, any proposed revisions/changes and additional works including corresponding comparative cost estimate, time schedule, and other pertinent documents within three (3) to five (5)

- working days to the ITS, through the NMRIC CM Team, for review and recommendation prior to the approval of the Director.
- 7. Revision/changes and/or additional works not included in the proposed scope of work and schedule by the SUPPLIER/MANUFACTURER shall be implemented by SUPPLIER/MANUFACTURER at no cost to PNRI.
- 8. The SUPPLIER/MANUFACTURER shall comply with all laws, decrees, and regulations of the Philippines including those of the localities where the proposed project shall be implemented, for the supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories that may affect their operations and activities.
- 9. The SUPPLIER/MANUFACTURER shall be primarily responsible for and comply with all restrictions, conditions and requirements imposed on the construction Site by applicable environmental laws in connection with the prevention of pollution (including noise pollution), remediation and clean-up requirements, and the use and disposal of hazardous materials. The SUPPLIER/MANUFACTURER shall inform the PNRI of the requirements under applicable environmental laws and shall provide satisfactory evidence of compliance of therewith. In case SUPPLIER/MANUFACTURER shall, for its sole account, implement remediation and clean-up measures on The Site and all affected areas. Where particular requirements are set out in the Contract Bills, the SUPPLIER/MANUFACTURER shall be deemed to have allowed for compliance with these in addition to all other restrictions imposed under any laws, acts, regulations, decrees, ordinances, charters, executive orders, rules or codes passed by the Government of the Republic of the Philippines or any other authority, municipality, company or organization having jurisdiction over the site.
- 10. Prior to the commencement of the project, the SUPPLIER/MANUFACTURER shall submit a Project Implementation Plan (PIP), and Detailed Work Plan (DWP) with the time, manpower, and equipment schedule for the complete finishing and installation activities, including the final detailed design layout plan/engineering plans and shop drawings for all the rooms and component parts of the project, to the Director for his approval, through the ITS, within twenty-one (21) calendar days upon receipt of Notice to Proceed.
- 11. The SUPPLIER/MANUFACTURER shall provide detailed engineering drawing prior to Notice to Proceed showing complete layout and dimensions for fabrication, erection, elevations and all required utility connections with specific identification of each unit corresponding to sequence of installation and erection procedures. The drawing should show location and details of anchorage devices to be embedded in or fastened to other construction. Drawing shall include major cable interconnections. Additional drawings shall provide complete details of all electrical connections and signals. The drawing

should reflect accurately the "as built" configuration.

- 12. The Supplier/Manufacturer shall coordinate with other SUPPLIER/MANUFACTURERs of the NUCmed Project as necessary, particularly regarding facility requirements, including but not limited to, electrical, mechanical, sanitary, auxiliary and civil works. Additionally, the Supplier/Manufacturer shall ensure that all discussions, agreements, and any modifications arising from such coordination with the other SUPPLIER/MANUFACTURERs are duly communicated to PNRI for proper documentation and approval.
- 13. The SUPPLIER/MANUFACTURER shall cooperate and share the Site with other SUPPLIER/MANUFACTURERs, public authorities, utilities, and the PNRI between the dates given in the schedule of other SUPPLIER/MANUFACTURERs particularly when they shall require access to the Site. The SUPPLIER/MANUFACTURER shall also provide facilities and services for them during this period. The PNRI may modify the schedule of other SUPPLIER/MANUFACTURERs and shall notify the SUPPLIER/MANUFACTURER of any such modification thereto.
- 14. The SUPPLIER/MANUFACTURER shall be solely responsible for providing all materials, labor, equipment, tools, and instruments needed. If in the event that subcontracting shall be needed, SUPPLIER/MANUFACTURER shall notify PNRI prior to the commencement of such activity. SUPPLIER/MANUFACTURER shall submit applications of subSUPPLIER/MANUFACTURERs profile for approval of PNRI. Subcontracting may be allowed in accordance with the existing laws, rules, and regulations. The SUPPLIER/MANUFACTURER shall be solely responsible and liable to its subSUPPLIER/MANUFACTURERs in all aspects of the project.
- 15. The SUPPLIER/MANUFACTURER shall comply with all pertinent safety rules and regulations which are not limited to enclosures, shielding, coverings, warning devices, off-limits signs, and other safety measures.
- 16. The SUPPLIER/MANUFACTURER must meet all regulatory requirements of the PNRI and DOH-FDA.
- 17. The best quality of materials to be used shall be in accordance with the product standards (Philippines Standard) specification and parameters. However, if the materials needed are not locally available, the SUPPLIER/MANUFACTURER shall immediately submit, in writing, the acceptable alternatives not later than three (3) working days before the start of each activity to the Isotope Techniques Section through the NMRIC Construction Management Team for their approval.
- 18. The SUPPLIER/MANUFACTURER shall conduct a pre-inspection on the project location and contiguous areas on which this work is, in any way, dependent on perfect workmanship according to the intent of the scope of work and specifications. The SUPPLIER shall report on any conditions which will prevent it from performing

the work according to requirements.

- 19. The SUPPLIER/MANUFACTURER shall facilitate the processing and submission of the required documents/permits needed for the completion of the contract including statutory clearances for the commissioning of a Brand New Whole-Body Digital PET-CT System and its Accessories, with concerned government agencies and/or local government unit. As such, payment of all necessary fees shall be on the account of the SUPPLIER/MANUFACTURER.
- 20. All payment and fees as part of testing and commissioning prior to the final acceptance, including fees assessed by the local government unit and other regulating agency/bureau for the clearances and permits, shall be on account of the SUPPLIER/MANUFACTURER.
- 21. After completion and acceptance of the project, there shall be a five (5) year warranty/retention or defects liability period for all activities implemented and delivered by the SUPPLIER/MANUFACTURER or as stated in the technical specifications and general conditions of the project. The parts and labor, including CT X-ray tube and accessories of the equipment shall be available for the next five (5) years after expiration of the warranty period.
- 22. The preventive and corrective maintenance of the equipment shall be during the warranty period following the manufacturer's recommendation and service level agreement.
- 23.95% uptime of the equipment is guaranteed within the warranty period and that any accumulated downtime in excess of 5% shall be added to the warranty period.

  UPTIME The total time in hours in which the equipment and its accessories are operational and reckon from the time the service provider is officially notified.
- 24. The terms and conditions stated in the contract shall be honored by the supplier in the event that the change of exclusive distributorship will occur during the duration of the said contract and warranty.
- 25. Post-installation documents such as Certificate of Completion, Final Inspection, testing/commissioning (e.g. NEMA) reports and other related documents as may be required by local government units and/or regulating agencies shall be submitted within thirty (30) working days from the completion of the project.
- 26. Work completed shall ensure first-class workmanship to the satisfaction of the PNRI, as the procuring entity
- 27. All material/equipment submittal and/or deliveries to the site shall undergo inspection by the General Services Section (GSS) and must receive formal approval of inspection as additional requirements for material approval.

- 28. The SUPPLIER/MANUFACTURER shall obtain and hand over to the PNRI a minimum of two complete sets of operating and maintenance instructions for items incorporated in The Works together with an additional soft copy. The Operation and Maintenance Manuals are to be A4 size, in plastic covers, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled. Drawings larger than A4 size are to be folded and accommodated in the binders in such a manner that they may be unfolded without being detached from the rings.
- 29. The SUPPLIER/MANUFACTURER shall make accurate records of The Works and The Site, particularly those which will become hidden by further progress, as may be directed by the PNRI, and such records shall be checked and verified by the PNRI while the work is open for inspection.
- 30. The SUPPLIER/MANUFACTURER shall provide record progress photographs (120 photographs per month) taken as, when and where directed by the PNRI at intervals of not more than one month. The photographs should be sufficient in number and location to record the exact progress of the works. The SUPPLIER/MANUFACTURER shall provide one proof print of each photograph taken, and the electronic file and three (3) copies, in 3R size and printed on glossy paper, of any of the photographs selected as progress photographs by the Engineer. The photographs retained by the Engineer will become the property of the Procuring Entity and the SUPPLIER/MANUFACTURER shall supply approved albums to accommodate them. Two copies are to be signed by the SUPPLIER/MANUFACTURER, one of which will be signed by the Engineer and returned to the SUPPLIER/MANUFACTURER.
- 31. The SUPPLIER/MANUFACTURER shall include the design and layout of the PET-CT room, incorporating all necessary structural and architectural elements, electrical, auxiliary, mechanical and sanitary requirements. This shall cover, but not be limited to, walls partitions, floors, trenches, and site preparation as required for a PET-CT room.
- 32. All works shall comply with relevant building codes, radiation safety regulations, relevant regulations and standards, and project specifications. Coordination with SUPPLIER/MANUFACTURERs and PNRI representatives shall be ensured throughout the implementation.

#### VI. SCOPE OF WORKS

### A. General Requirements

The scope of general requirements includes all preparatory, regulatory, and administrative tasks necessary for the successful execution of the project. Mobilization shall cover the transport of equipment, materials, and personnel to the site, along with the establishment of temporary facilities such as site offices, storage areas, and worker accommodation if required. Safety and security measures, including barricades, signage, and personal protective equipment (PPE), should be implemented to ensure a safe working environment. Coordination with PNRI and project SUPPLIER/MANUFACTURERs will be conducted to facilitate smooth project commencement.

Demobilization shall include the proper removal of temporary structures, equipment, and materials upon project completion, ensuring that the site is restored to its original or agreed-upon condition. All waste materials shall be disposed of in compliance with environmental regulations, and a final site inspection and clearance from authorized personnel shall be obtained.

The SUPPLIER/MANUFACTURER shall be responsible for securing all permits and regulatory approvals from relevant government agencies and ensuring compliance with local building codes, environmental regulations, and radiation safety standards. Work method statements and safety plans must be submitted and approved before any construction activities commence.

Efficient site management and safety procedures shall be implemented throughout the project. This includes designating key site personnel, such as a project manager and a safety officer, conducting regular safety meetings and risk assessments, and ensuring compliance with all project schedules, quality standards, and safety protocols. Emergency response procedures and first aid provisions shall also be established on-site.

Finally, comprehensive documentation and reporting shall be maintained, including daily progress reports, material deliveries, workforce attendance, inspection and testing reports, and records of changes or variations. Upon project completion, as-built plans, warranties, and final acceptance reports shall be compiled and submitted for approval.

### **B.** Preparation for PET-CT Site Readiness

The SUPPLIER/MANUFACTURER shall be responsible for the complete design and layout of the PET-CT room, incorporating all necessary structural, architectural, electrical, auxiliary, mechanical, and sanitary elements. The scope shall cover, but not be limited to, fit-outs such as wall partitions, flooring, trenches, and site preparation, ensuring compliance with the specific technical and regulatory requirements for a PET-CT area. All plans and layouts shall be submitted for the approval of the PNRI prior to implementation.

The SUPPLIER/MANUFACTURER shall provide detailed material and technical specifications for all components and materials to be used in the implementation and preparation of the PET-CT Site. These specifications shall ensure compliance with specific technical and regulatory requirements for a PET-CT area, radiation shielding requirements, and safety regulations.

Furthermore, the SUPPLIER/MANUFACTURER shall ensure the adequacy of structural integrity of the site area for the PET-CT installation. The SUPPLIER/MANUFACTURER

is expected to assess the site prior to the installation and shall implement, as needed, appropriate structural reinforcements at no additional cost to PNRI. Any proposed modifications or corrective actions shall be submitted for PNRI's review and approval before execution. The SUPPLIER/MANUFACTURER shall be responsible for implementing the approved design on-site, ensuring compliance with all technical and regulatory requirements for a PET-CT area.

Throughout the project, the SUPPLIER/MANUFACTURER shall coordinate closely with PNRI and other relevant stakeholders to ensure that all works are carried out in accordance with the approved design, safety requirements, and with all technical and regulatory requirements for a PET-CT area.

### C. One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories

The SUPPLIER/MANUFACTURER shall be responsible for the supply, delivery, installation, and commissioning of One (1) Lot Brand New Whole-Body Digital PET-CT System and its Accessories, ensuring full compliance with project specifications and regulatory requirements. This includes the provision of a complete Brand New Whole-Body Digital PET-CT System along with all necessary components, accessories, and auxiliary equipment. The SUPPLIER/MANUFACTURER shall handle the safe delivery of all equipment to the designated site, ensuring that proper transportation and handling procedures are followed.

Upon delivery, the SUPPLIER/MANUFACTURER shall undertake the proper installation and integration of the PET-CT system, including mechanical positioning, electrical connections, and seamless integration with the existing facility infrastructure. Calibration and configuration of the system shall be conducted to ensure optimal performance. Following installation, the SUPPLIER/MANUFACTURER shall carry out initial functionality tests and performance validation to confirm that the system meets manufacturer specifications, safety regulations, and PNRI requirements. Coordination with PNRI for final acceptance testing and approval shall be ensured.

Additionally, the SUPPLIER/MANUFACTURER shall provide comprehensive user training for PNRI personnel (technical and clinical), covering system operation, periodic Quality Control tests, maintenance, safety protocols, basic troubleshooting, and applications for oncology, neurology and cardiology viewing/reading and analyses. Complete technical documentation, including user manuals (operation, instruction, service and installation), wiring and schematic diagrams, X-ray tube data specifications, parts list, certificates, warranties, and maintenance guidelines, shall be submitted. SUPPLIER/MANUFACTURER shall also guarantee a specified warranty period for the PET-CT system and its accessories, ensuring the availability of technical support, preventive maintenance, and servicing as per the agreed terms. All work shall be executed in strict compliance with with all technical and regulatory requirements for a PET-CT area and shall be subject to PNRI's review and approval at every stage of project implementation.

## VII. TECHNICAL SPECIFICATIONS

See attachment.

## VIII. TERMS OF PAYMENT

Project Phase/Delivery	Payment
Submission of all deliverables as stated in the TOR (i.e. Programs of Works/Workplan, Drawings and Plans/Layout, Certificates, Manuals, etc)	10%
Complete delivery of all major component parts on site	35%
Installation	35%
Testing and Commissioning	10%
Completion and Acceptance	10%

## IX. DELIVERY, STORAGE AND HANDLING

- 1. Work preparation and submission of required document/submittals shall commence within seven (7) days upon receipt of the Notice to Proceed. The SUPPLIER/MANUFACTURER shall cooperate with PNRI in scheduling the work.
- 2. Materials, parts, and accessories delivered on project location shall be in the approved manufacturer's original and unopened containers and packaging and bears the label as to the type of materials, brand name and manufacturer's name, and shall be ready for use.
- Materials, parts, and accessories shall be stored in a covered, dry, clean, and secure
  location designated by the PNRI. Delivered materials that are damaged or otherwise not
  suitable for installation shall be removed and replaced with acceptable materials at no
  additional cost to the PNRI.
- 4. The Supplier shall be solely responsible for the proper maintenance, security, and safekeeping of all equipment provided under this contract. This includes ensuring that all equipment remains in good working condition, is protected against damage, theft, or unauthorized use, and is stored in a manner that prevents deterioration. Any loss or damage to the equipment due to negligence, mishandling, or improper storage shall be

the sole responsibility of the Supplier, who shall bear the cost of repair or replacement. The Supplier shall also implement appropriate security measures and maintenance protocols to ensure compliance with all applicable safety and operational standards.

## X. ORIENTATION AND FAMILIARIZATION

Upon completion of testing and commissioning of the PET-CT System, the SUPPLIER/MANUFACTURER shall conduct in-house orientation/familiarization and training to selected personnel of the PNRI on the operation and maintenance of the new PET-CT unit.

The SUPPLIER/MANUFACTURER shall conduct before the operation for offsite trainings and during the start of the operation for the on-site training on the operations, Quality Control tests, maintenance, troubleshooting, and applications for oncology, neurology and cardiology viewing/ reading and analyses for users and maintenance personnel of the facility.

The trainings for the PET-CT system must have:

- a. One (1) month off-site clinical training for two (2) clinical staff on PET-CT applications for oncology, neurology and cardiology viewing/reading and analyses.
- b. One (1) month off-site training for eight (8) technical staff on PET-CT operation, periodic Quality Control tests, maintenance, and troubleshooting.
- c. One (1) month on-site training for ten (10) technical staff and two (2) clinical staff.

A certificate of training shall be provided and shall include the following:

- a. Name of trainee
- b. Name of equipment
- c. Brand/model of equipment
- d. Inclusive dates of training

## XI. DELIVERABLES

The pertinent documents to be submitted must be certified true copy, signed and sealed by a licensed Professional (if applicable), but not limited to the following:

- 1. Electronic file of drawings/layouts specified in the scope of works of this contract placed on a USB flash drive (dwg and pdf format).
- 2. Electronic files of documents (manuals, etc..) placed on a USB flash drive (editable files and pdf format)
- 3. Factory Acceptance Testing for the entire system with documented evidence (3 sets)
- 4. Certificate of Warranty

- 5. Mechanical Certificate, Permit to Operate, Manuals, Equipment Test Reports, MSDS, Data Sheets, Brochures Guarantees, Warranties and Other Certificates.
- 6. Operation, Instruction, User, and Maintenance Manual, Control Diagram, Manufacturer's Printed Data Sheet including, but not limited to, associated diagrams in clear concise drawings, technical data for the efficient operation and maintenance of the PET-CT, equipment descriptions, schedules for comprehensive maintenance frequency and procedures, safe trouble shooting assembly, repair and re-assembly, name and address of the manufacturer and suppliers of items of equipment installed together with the catalogues list number, etc. Manuals shall be book-binded, with hard covers, and each erection shall be indexed and titled.
- 7. A material/equipment submittal shall conform to specifications and include, but not be limited to, the following:
  - Physical material/equipment samples with the corresponding submittal form
  - Equipment specification sheets, brochures, or catalogs
  - Mill certificates
  - Technical Data Sheets
  - Material Safety Data Sheets (for adhesives and coatings)
  - Certificates of Analysis
  - Third-party test results, preferably including chemical compatibility testing for color stability, mold and biofilm growth resistance under high humidity and fluctuating temperatures, and corrosion resistance for both door and sandwich panel surfaces
  - Areas of application
  - Test reports

All materials delivered to the site shall undergo inspection by the General Services and must receive formal approval of inspection as additional requirements for material approval.

## XII. VIOLATIONS ON THE GENERAL CONDITIONS

- 1. It is assumed that by bidding and winning the bid the SUPPLIER/MANUFACTURER has read and reviewed all the documents pertaining to the project.
- 2. Any violations on the part of the SUPPLIER/MANUFACTURER and affiliates whether intentional or not on the General Conditions set by PNRI that resulted on incidents or accidents on one party or both parties incurring injuries, disabilities or death, damages to PNRI properties, and/or any delay of the project shall be the sole responsibility of the SUPPLIER/MANUFACTURER and at the expense of the SUPPLIER/MANUFACTURER and should not hold the PNRI or its duly authorized representative liable and/or responsible.
- 3. The PNRI reserves the rights to terminate any or all part of the contract without holding PNRI or its duly authorized representative liable and/or responsible to any or all damages to the SUPPLIER/MANUFACTURER if the PNRI deemed the SUPPLIER/MANUFACTURER is negligent on its part. In case of pre-termination, PNRI

shall inform the SUPPLIER/MANUFACTURER at least thirty (30) calendar days prior to such termination.

4. The PNRI shall have the right to blacklist the SUPPLIER/MANUFACTURER in case of pre-termination.

## XIII. WARRANTY

The warranty shall be based on prescribed warranty provisions of the 2016 Revised IRR of RA 9184.

- 1. From the time the project commenced up to final acceptance, the SUPPLIER/MANUFACTURER shall assume full responsibility for the following:
  - a) Any damage or destruction of the works except those occasioned by force majeure; and
  - b) Safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by his construction work.
- 2. The SUPPLIER/MANUFACTURER warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 3. The SUPPLIER/MANUFACTURER further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 4. In order to ensure that manufacturing defects shall be corrected by the SUPPLIER/MANUFACTURER, a warranty shall be required from the SUPPLIER/MANUFACTURER for a minimum period specified in the general conditions and technical specifications of the contract. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the general conditions of the contract. The said amounts shall only be released after the lapse of the warranty period specified in the general conditions of the contract; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 5. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the SUPPLIER/MANUFACTURER shall repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity. The prescribed response time shall commence from the time the

Isotope Techniques Section initially reported the incident to the SUPPLIER/MANUFACTURER. Resolution, likewise, refers to a condition wherein the reported problem is resolved by the SUPPLIER/MANUFACTURER to the satisfaction of the PNRI.

- 6. The SUPPLIER/MANUFACTURER, within the warranty period, shall make available on-call engineers/technicians to provide technical support services, and render services seven (7) days a week including holidays. In case the equipment is faulty, repair should be done within 24 to 48 hours. Supplier shall be liable to monetary losses for every day that the equipment is not working/unrepaired. Calculation of the losses will depend on the average number of scans per day.
- 7. The SUPPLIER/MANUFACTURER shall include in the warranty scope of services for five (5) years from the date of acceptance, the once a month regular and systematic maintenance of the PET-CT system. Its report will be submitted to PNRI, through the Isotope Techniques Section, upon completion of each regular service.
- 8. If the SUPPLIER/MANUFACTURER, having been notified, fails to remedy the defect(s) within the period specified, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's/Manufacturer's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.
- 9. If the model is discontinued within the five (5)-year warranty period, the SUPPLIER/MANUFACTURER shall replace it with a new active digital PET-CT scanner equivalent to or higher than the equipment supplied. A warranty period of five (5) years will be effected on the new PET-CT scanner.

## XIV. ADDITIONAL NOTES

- 1. Any clarifications on any part of the General Conditions must be addressed in writing. The response from PNRI and its subsequent responses, if any, shall be a part of the General Conditions until the completion of the project or if otherwise revoked.
- 2. In Case of COVID19, the SUPPLIER/MANUFACTURER must follow the minimum public health standard issued by the IATF and DOH. Other guidelines such as DPWH Department Order no. 39 series of 2020 are also in effect. Any updates and guidelines issued by the other government agencies should be closely monitored and the SUPPLIER/MANUFACTURER should continuously coordinate with PNRI for the updates of the released guidelines and the implementation of these guidelines on the project site.
- 3. If the PNRI asks the SUPPLIER/MANUFACTURER to remove a member of its staff or workforce, for justifiable cause, the SUPPLIER/MANUFACTURER shall ensure that the

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## **Technical Specifications**

SPECIFICATIONS	<b>Statement of Compliance</b>
GENERAL FEATURES:	
Integrated Digital PET-CT Scanner for the physiological and anatomical imaging (2D and 3D) using F-18, N-13, Ga-68, Cu- 64, Zr-89, and C-11 based PET radiotracers.	
With FDA clearance and CE marked. Bore	
size: ≥ 70 cm	
MINIMUM REQUIREMENTS:	
A. PET GANTRY	
1. Detector Assembly Either Lutetium Oxyorthosilicate (LSO) or Lutetium Yttrium Oxyorthosilicate (LYSO) scintillating crystal coupled to Silicon Photomultiplier (SiPM) photodetector	
2. Axial Field of View (AFOV): ≥ 24 centimeters or ≥ 240 millimeters	
<ul> <li>3. Spatial Resolution (mm) Axial FWHM: ≤ 3.7 mm at 1 cm radius Trans axial FWHM: ≤ 3.7 mm at 1 cm radius </li> <li>4. ToF timing resolution: ≤ 400 picosecond (ps)</li> </ul>	
5. System Sensitivity: > 5 cps/kBq	
6. Noise equivalent count rate (NECR): ≥ 50 kcps at 5 kBq/Ml	
7. Scatter Fraction: ≤ 38%	
8. Energy resolution (FWHM): < 15%	
B. CT GANTRY	

1. CT slice: At least 64 slices	
2. Field of View (FOV): ≥ 50 cm; Extended as per manufacturer's	
specification	
3. X-Ray Tube (Anode)	
Heat capacity: at least 5.0 MHU	
Heat dissipation rate: at least 1.5 kHU/min	
4. Spatial Resolution	
a. High-contrast spatial resolution,	
$\geq$ 15 lp/cm at 0% MTF	
$\geq$ 10 lp/cm at 50% MTF	
b. Low-contrast resolution, ≤ 4 mm	
5. X-RAY generator, tube and detector parameters,	
a. X-Ray Generator: High frequency type	
b. ≤ 1.0 mm minimum slice thickness	
c. Cooling (appropriate as per manufacturer)	
d. with Automatic Exposure Control (AEC)	
e. Solid state array detector system	
6. Laser/3-D positioning lights – planes (transaxial, sagittal,	
coronal)	
C. PATIENT COUCH/TABLE	
Maximum weight (load) capacity: ≥ 200 kg	
D. SOFTWARE PACKAGES	
Must provide free lifetime updates and upgrades.	
2. Minimum of five individual software packages and should work	
simultaneously at the same time regardless of workstation used	
and cover all aspects as described in items <b>D.3</b> and <b>D.4</b> .	

3.	Must have basic and advanced PET-CT acquisition and	
	viewing/visualization functions not limited to;	
	a. Whole body, Sectional, and Dynamic Imaging	
	b. Respiratory and Cardiac Gating	
	c. Neurologic (Brain) Imaging	
	d. Support multi-modality viewing (DICOM compatibility)	
	e. Must have artifact reduction/correction techniques (e.g.	
	for motion and metal artifacts) for PET and CT. CT dose	
	management, reduction and modulation techniques.	
	1	
4.	Must have computer-aided interpretation functions not	
	limited to,	
	a. Full Oncology Suite	
	i. Fusion viewer (PET and CT)	
	ii. Comparison of studies minimum five	
	iii. Trending	
	iv. PERCIST/RECIST criteria	
	V. Tumor Volume Measurement	
	Vi. Tumor Tracking	
	vii. Flow Dynamic imaging / early dynamic imaging or equivalent	
	viii. Anatomic segmentation	
	b. Full Neurology Suite – display, review and automated	
	analysis of brain scans	
	c. Full Cardiology Suite – display, review and analysis of	
	myocardial images	
	d. Must have Artificial Intelligence (AI) based or	
	integrated functions not limited to,	
	i. Anatomic segmentation	
~	ii. Image post processing and analysis	
5.	Must have recommended Operating System and document	
	processing application for reporting.	
6.	Must be ready for Radiology Information System (RIS), Picture	
	Archiving and Communications System (PACS) integration	
	and compatible for teleradiology. Activation of the system	
	should be at no additional cost from the	
	procuring entity.	

E. WORKSTATION/SERVER	
<ol> <li>Minimum of five (5) workstations with concurrent access and have optimum hardware specifications as recommended by the manufacturer inclusive of DVD writer with appropriate government license for archiving of images.</li> <li>a. Four (4) workstations with dual monitors (medical grade) for Physicians</li> <li>b. One (1) workstation with medical grade monitor for Technologists</li> <li>c. Each workstation with Uninterrupted Power Supply (UPS)</li> </ol>	
2. Must have dedicated and integrated console which controls acquisition for both the CT and PET and must store at least 30 PETCT studies per day and retention of one (1) week.	
3. Must have dedicated IMAGE RECONSTRUCTION servers for PET and for CT. Must use fast and advanced iterative image reconstruction algorithms for noise and artifact reductions for CT and PET images. Integrating the Point Spread Function (PSF) for PET image reconstruction. Must display real-time reconstruction of CT and PET images during acquisition.	
4. Large capacity server for image storage of 25,000 studies with optimum hardware specifications as recommended by the manufacturer.	
F. QUALITY CONTROL (QC)	
Must have automated daily QC test functions.	
2. QC tests reports must be viewable and printable.	
3. Must provide necessary test tools.  a. PETCT system phantoms  b. NEMA phantoms  c. ACR phantoms  d. Jaszczak phantoms	

e. Check sources as appropriate  f. CT ion chamber with reading or data logging unit compliant with applicable IEC standards for CTDI measurements.	
G. ACCESSORIES	
<ol> <li>Uninterrupted Power Supply (UPS) for the PETCT system with a battery run-time of ≥ 30 mins.         There should be a separate UPS system for each PET AND CT system.     </li> </ol>	
X-ray warning light indicators in compliance with Center for Device Regulation, Radiation Health, and Research (CRDRRHR) requirements.	
3. Emergency stops at the scanner and control rooms.	
4. Lead glass (at least 3.0 mm lead (Pb) equivalence with a dimension of at least 100 mm x 120 mm) for control room view window.	
5. Two (2) sets of personnel radiation protection equipment (lead apron, thyroid shield, and goggles of at least 0.5mm Pb equivalent).	
6. Patient support (1 set) a. Head holder with cushion b. Head-arm support c. Knee-leg support d. Restraint straps e. Patient slide	
7. One (1) unit LASER color printer/copier with resolution of up to 1200x1200 dpi	
8. Patient monitoring devices (two units each) a. Glucometer b. Pulse oximeter c. Blood pressure (BP) monitor d. Heart rate monitor	

9. One (1) Unit Dual Barrel Automatic Contrast Injector a. With contrast dose management software and workstation b. Must be delivered with at least 100 pcs Syringe set  10. One (1) Unit Stretcher a. Lightweight b. With collapsible railing c. With IV stand d. Working load: at least 160 kg  11. CCTV at the scanner room connected to a display monitor at the control room  12. Airconditioning units – appropriate for the equipment and control rooms requirements.  13. Dehumidifier units – appropriate for the equipment requirement  14. Emergency lights - 2 units for PETCT room and 1 unit for the control room  15. Documents (Manuals, etc.), two (2) sets of the following: a. operation and instruction manuals b. service and installation manuals c. wiring and schematic diagrams d. X-ray tube data specifications e. Parts list  H. TRAINING  1. Off-site training for one (1) month for eight (8) technical staff on PETCT operation, periodic Quality Control tests, maintenance, troubleshooting, and onsite local training for at
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Off-site training for one (1) month for eight (8) technical staff     on PETCT operation, periodic Quality Control tests,
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least ten (10) technical staff.
reast ten (10) teenmear starr.
2. Off-site training for one (1) month for two (2) clinical staff on
PETCT applications for oncology, neurology and cardiology
viewing/reading and analyses.
. To
I. WARRANTY AND SUPPORT SERVICE
1. Five (5) years warranty on parts and labor including CT X-
RAY tube. Must perform quarterly proactive maintenance
within the warranty period.

	<b>24/7 availability</b> of service engineer for onsite/remote support during operation, repair and maintenance. In case that the equipment is faulty, repair should be done within 24 to 48 hours. Supplier shall be liable to monetary losses for every day that the equipment is not working/unrepaired. Calculation of the losses will depend on the average number of scans per day.	
2.	Certificate of parts availability within ten (10) years upon acceptance.	
	If the model is discontinued within the five (5)-year warranty period, the supplier will replace it with a new active digital PET-CT scanner equivalent to or higher than the equipment supplied. A warranty period of five (5) years will be effected on the new PET-CT scanner.	
4.	The machine should conform to the International Electrotechnical Commission (IEC) standard or its equivalent national standard. The bidder must provide a Certificate of Declaration of Conformity.	
5.	Certification of 95% uptime guarantee for the equipment offered within the warranty period. Accumulated downtime in excess of 5% shall be added to the warranty period.	
J. <u>AI</u>	DDITIONAL REQUIREMENTS	
1.	Preparation of detailed plans for the architectural, civil, electrical and mechanical components of the PET-CT system and its accessories. Must support and/or revision of current designs.	
2.	Acceptance Testing and submission of all reports such as but not limited to,  a. Machine specific system testing  b. NEMA testing  c. Testing result documents	

Company's Name:	
Duly authorized to sign Bid for and on behalf of: _	
Date accomplished:	

# 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); and
- (b) Registration certificate from Securities and Exchange Commission (SEC) with latest General Information Sheet (GIS), 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; **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; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
  - Original copy of Notarized Bid Securing Declaration; and
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- 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.

(k) Bid Bulletin (*if applicable*)

## Financial Documents

- (l) 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 (2022 and 2023); and
- (m) 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

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

 $\underline{\mathbf{or}}$ 

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)

- (o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

# **Bidding Forms**

LIST OF ALL ONGOING CONTRACTS	36
STATEMENT OF SLCC	37
BID SECURING DECLARATION	38
OMNIBUS SWORN STATEMENT	40
Authority of Signatory (Secretary' Cert.)	42
Authority of Signatory (SPA)	44
NFCC	45
BID FORM	46

Name of Procuring Entity: PHILIPPINE NUCLEAR RESEARCH INSTITUTE

installation, testing & commissioning, and licensing of one (1) Lot Brand New Whole-body Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Name of the Project: Supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation,

Technology – Philippine Nuclear Research Institute (DOST-PNRI) Compound. Location of the Project: PNRI Compound, Commonwealth Ave., Diliman, Quezon City

# List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name Business Address										
Name of Contract/	ntract/	l	Owner Name		Contractor's Role		l	% of Accomplishment		Value of Outstanding
Project Cost	Cost	ن <u>ن</u>	Address Telephone Nos.	Nature of Work	Description	%	<ul><li>b. Date Started</li><li>c. Date of Completion</li></ul>	Planned	Actual	Works/ Undelivered Portion
Government										
<u>Private</u>										
Note: This statement shall be supported with:  1 Notice of Award and/or Contract; or  2 Notice to Proceed issued by the owner	nt shall be suppor and/or Contract ed issued by the	tt; or	with:					Total Cost	†2	
Submitted by										
			(Printed Name & Signature)	nature)						
Designation Date										

Name of Procuring Entity: PHILIPPINE NUCLEAR RESEARCH INSTITUTE

installation, testing & commissioning, and licensing of one (1) Lot Brand New Whole-body Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Name of the Project: Supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation,

Technology - Philippine Nuclear Research Institute (DOST-PNRI) Compound.

Location of the Project: PNRI Compound, Commonwealth Avenue, Diliman, Quezon City

# Statement of Single Largest Completed Contracts (SLCC) in the last three (3) years

Business Name :					
Business Address :					
Name of Contract	d. Owner Name		Contractor's Role	d. Amount at Award	a. Date Awarded
	e. Address f. Telephone Nos.	Nature of Work	Description %	e. Amount at Completion f. Duration	<ul><li>b. Contract Effectivity</li><li>c. Date Completed</li></ul>
Government					
<u>Private</u>					

with:
be supported
: shall
statement
This
Note:

- 1 End-user's Acceptance; or
- 2 Official Receipt(s) issued for the Contract

Submitted by	
	(Printed Name & Signature)
Designation	
Date	

REPUBLIC OF THE PHILIPPINES	)
CITY OF	) S.S.
x	Х

## **BID-SECURING DECLARATION**

**Project Identification No.:** [Insert number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration within fifteen (15) from the receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 52.1, 63.2, 69.1 and 92, of the Approved IRR of RA 12009, without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

## **Omnibus Sworn Statement**

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

## **AFFIDAVIT**

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 of [Name of Bidder] with office address at [address of Bidder];

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

## 2. Select one, delete the other:

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

## 6. Select one, delete the rest:

If a sole proprietorship: I am 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 enduser 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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a) Carefully examining all of the Bidding Documents;
  - b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand thisday of	f, 20at
, Philippines.	

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

Affiant

## [Jurat]

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

Procuring Entity: PHILIPPINE NUCLEAR RESEARCH INSTITUTE

Name of the Project: Supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of one (1) Lot Brand New Whole-body Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Technology – Philippine Nuclear Research Institute (DOST-PNRI) Compound.

Location of the Project: PNRI Compound, Commonwealth Avenue, Diliman, Quezon City

## **AUTHORITY OF SIGNATORY**

## **SECRETARY'S CERTIFICATE**

I, of(Name of the law of th	e of the Bi	dder) ,	a corpor	, a duly e ation duly org	lected a anized a , DO HE	nd qual and exi EREBY (	lified Corp sting und CERTIFY,	oorat er ar that	e Secre nd by v	etary irtue
I am fa	ımiliar wit	h the facts h	erein cert	ified and duly	authori	zed to	certify th	e sar	ne;	
At the held onfollowing resolution way who	utions wer	at which re approved,	meeting and the	same have no	as preso t been	ent and annulle	dacting	throu	ughout,	, the
RESOL participate	in th	ne biddin	g of	<u>Bidder)</u> (N (Name of th	ame	of	the	Cont	ract)	
the Contract sherewith here representative execute and p (Name of might do if peand confirming	nall enter in by appoint s of erform and the Bidder rsonally propertion	nto a contracts (Name of the yand all act) (Name of the yand all act) (Name of the the the yand all act) (Name of the the the yand all act) (Name of the the yand all act) (Name of the	t with the of Repres e Bidder ts necess bidding a ull power	e <u>(Name of tentative)</u> , ) , and gary and/or to s fully and eff	he Procu acting as ranted to represectively on and r	uring Er s duly a full pov ent as the evocat	utity); a uthorized ver and (Nam ion and h	nd in d and autho ne of nereb	conne design ority to the Bio y satis	ction nated o do, dder) fying
RESOL	VED FURT	HER THAT, t	he Board	hereby autho	rizes its	Preside	ent to:			
(1)	submits	itself to the	jurisdictic	on whereby the on of he Philip on of the Phili	pine go	vernme				
(2)	writ of ir agency procedur	njunctions or in connection es related th	prohibiti n with t ereto, the	(Name of th on or restrain this Contract e negotiating of the awarded	ing order to pre of and av	er agai vent a ward of	nst the A nd restra	FP o ain t	r any c the bic	other Iding
WITNE	SS the	signature		undersigne this			officer 	of	the	said
				(Co.	porate S	Secreta	rv)			
				( C O i	porace.	$\mathcal{L}$	' <i>' J</i>			

## **ACKNOWLEDGMENT**

SU	BSCI	RIBE	) AND SV	VORN to befo	re me	thisday of	, 20	affi	ant
exhibited	to	me	his/her	Community	Tax	Certificate No.	issu	ıed	on
			at			, Philippines.			
						Nahama Dublia			
						Notary Public			
						Until 31 December 20			
						PTR No			
						Issued at:			
						Issued on:			
						TIN No.			
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Book No.									
Series of									

Procuring Entity: PHILIPPINE NUCLEAR RESEARCH INSTITUTE

Name of the Project: Supply, delivery, installation and finishing of partition walls and floor inclusive of the provision of trenches and site preparation, installation, testing & commissioning, and licensing of one (1) Lot Brand New Whole-body Digital PET-CT System and its Accessories for the Nuclear Medicine Research and Innovation Center (NMRIC) located at the Department of Science and Technology – Philippine Nuclear Research Institute (DOST-PNRI) Compound.

Location of the Project: PNRI Compound, Commonwealth Avenue, Diliman, Quezon City

### **AUTHORITY OF SIGNATORY**

## **SPECIAL POWER OF ATTORNEY**

I,				, Presiden	t of			, a
corporation	incorporate	ed under the laws	of	•				with its
registered of	office at _					, by	virtue	of Board
Resolution	No	dated			, has	made,	constit	uted and
appointed _		do, execute and		true and la	wful atto	rney, fo	r it and	its name,
place and	stead, to	do, execute and	perform any	and all a	acts nec	essary a	and/or	represent
			in	t	:he	bid	lding	of
		. C. II	as fully	and effec	tively as	corpor	ation m	ight do if
		n full power of subs vfully do or cause t				by confii	rming ai	i that said
representat	ive shall lav	viully do or cause	.o be done by	virtue ner	eoi.			
		WHEREOF, I ha _, 20at				this _		_ day of
		_, 20at			_·			
Signed in th	ne Presence	of:						
		ACK	NOWLED	SMENT				
REPUBLIC C	F THE PHIL	IPPINES )						
QUEZON CI	TY	)SS.						
		Notary Public for personally		ezon City,	Philippin	es, this		day of
	<u>NAME</u>	<u>C</u>	TC NO.	ISS	SUED AT/	<u>ON</u>		
of	( ) pag ed before i	vn to be the same ges, including the me that the same	page whe	eon the a	acknowle	dgment	s is wr	itten and

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

	Notary Public
	Until 31 December 20
	PTR No
	Issued at:
	Issued on:
	TIN No
Doc. No	
Page No	
Book No.	
Series of	

Procuring Entity: PHILIPPINE NUCLEAR RESEARCH INSTITUTE

Name of the Project: Supply, Delivery, Making of Wall and Floor, Room Finishing Inclusive of the

Provisions of Trenches and Site Preparation, Installation, Testing & Commissioning and Licensing of One (1) Lot Digital PET/CT System and its

Accessories

Location of the Project: PNRI Compound, Commonwealth Avenue, Diliman, Quezon City

## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Applicant Firm's/Contractor's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

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

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

NFCC = [Current Asset - Current Liabilities] (15) minus value of all outstanding works or uncompleted portions of the project under ongoing contracts including, awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR

Submitted by:	
Name of Firm / Contractor	
Signature of Authorized Representative Date:	-

## NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## **Bid Form**

Date:	
Project Identification No:	

To: [name and address of PROCURING ENTITY]

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times specified in the PBDs;
- c. to abide by the Bid Validity Period specified in PBDs it shall remain binding upon us at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity		
(if none, state "None"				

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

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

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

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

We acknowledge	e that failure	to sign	each and	every pa	ige of this	Bid Form,	including
the attached Schedul	e of Prices, s	shall be	a ground	for the re	ejection of	our bid.	

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and on behalf of:	
Date:	

