



Republic of the Philippines
NATIONAL POLICE COMMISSION
**PHILIPPINE NATIONAL POLICE
FORENSIC GROUP**
Camp BGen Rafael T Crame, Quezon City



**INVITATION TO BID FOR THE PROCUREMENT OF ONE (1) LOT
HISTOPATHOLOGY EQUIPMENT WITH PATHOLOGY WORKSTATION**

1. **THE PNP FORENSIC GROUP (PNP FG)** through Approved Program of Expenditures (POE) of Trust Receipt PNP-STL NHQ Fund intends to apply the sum of Php 5,949,197.85 being the ABC to payments under the contract for the Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation under Public Bidding No. ITB-29-2023. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PNP FG now invites bids for the above Procurement Project. Delivery of the Goods/performance services is required to be delivered within ninety (90) calendar days from receipt of notice to proceed. Bidders should have completed within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizen/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizen 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 PNP FG and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested bidders on April 11, 2023 to April 24, 2023 from the given address and website(s) below and upon payment of applicable fee for the Bidding Documents, pursuant to latest Guidelines issued by the GPPB. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents on or before the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees as part of the its bid documents.
6. The PNP FG will hold a Pre-Bid Conference on April 11, 2023 (Tuesday) at 3:00 PM at the PNP Forensic Group, Old Conference Room, Camp BGen Rafael T Crame, Quezon City and/or through video conferencing via Zoom Platform, which shall be open to prospective bidders.
7. Bids must be duly received by the PNP FG BAC Secretariat through manual submission at the office address indicated below on or before **April 24, 2023 at 8:30 AM**. Late bids shall not be accepted.

"Life is Beautiful...Kaligtasan Niyo, Sagot ko. Tulong-tulong Tayo."




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 **April 24, 2023** at exactly 8:30 AM at the **PNP Forensic Group, New Conference Room, Camp BGen Rafael T Crame, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine National Police Forensic Group reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 Revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Name of Office	: Philippine National Police Forensic Group Bids and Awards Committee
Address	: c/o FG BAC Secretariat, 4 th Floor PNP Forensic Group Camp BGen Rafael T Crame, Quezon City
Telephone Number	: (02) 8537-4500 local 7499
Website	: www.pnp.gov.ph/www.fg.pnp.gov.ph

12. You may visit the PNP FG website to download the Bidding Documents.

Date Issued: April 4, 2023


RODERICK C. PAUSAL
Police Colonel
Chairperson, PNP FG BAC

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Republic of the Philippines
NATIONAL POLICE COMMISSION
PHILIPPINE NATIONAL POLICE
FORENSIC GROUP
BIDS AND AWARDS COMMITTEE
Camp BGen Rafael T Crame, Quezon City



BIDDING DOCUMENT

FOR THE

PROCUREMENT OF

**Procurement of One (1) Lot
Histopathology Equipment with
Pathology Workstation**

(Public Bidding No. ITB-29-2023)

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PNP Forensic Group wishes to receive Bids for the Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation, with identification number Public Bidding No. ITB-29-2023.

The Procurement Project (referred to herein as “Project”) is composed of Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation, 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 General Appropriations Act FY 2022 in the amount of One Million Two Hundred Thousand Pesos only (Php1,200,000.00).

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers;
or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address PNP FG Conference Room, PNP FG, Camp BGen Rafael T Crame, Quezon City and/or through video conferencing or webcasting via Zoom Video Communications, as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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 the BDS.

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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid until June 2, 2023. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “passed,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as:

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> 1. Supply and Delivery of Histopathology Equipment with Pathology Workstation; 2. Completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	No further instruction
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php24,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php60,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	No Further Instruction.
20.2	No Further Instruction.
21.2	No Further Instruction.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p>“The delivery terms applicable to this Contract are delivered to PNP Forensic Group, Camp BGen Rafael T Crame, 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is/are the Procurement Officer, the Contract Administrator, and/or any Representative from the End-User.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.

Request for extension of time maybe granted provided that the Bidder can show proof that the processing of requirements for importation is ongoing.

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

	<p>Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>Preparation of Disbursement Voucher (DV) shall commence upon issuance by the PNP FG Committee on Inspection and Acceptance (PNP FG CIA) of the Final Inspection and Acceptance Report of the delivered goods.</p>

	<p>The PNP may cause the issuance of a letter of credit in favor of a FOREIGN SUPPLIER only: <i>Provided</i>, that no payment on the letter of credit shall be made until delivery and acceptance of the goods as certified to by the Committee on Inspection and Acceptance in accordance with the delivery schedule provided for in the contract. <i>Provided, further</i>, that the cost for the opening of letter of credit shall be for the account of the foreign supplier. (Section 42.6, RIRR or RA No. 9184). The letter of credit may be in Philippine currency or foreign currency. <i>Provided lastly</i>, that the letter of credit in foreign currency shall be at the current foreign exchange rate at the time of the grant of the cash allocation by the Department of Budget and Management.”</p>
4	<p>The PNP FG CIA shall inspect and accept the delivery made by the Supplier by seeing to it that the quantity is in accordance with the number as provided under Section VI. Schedule of Requirements, and that the quality is in accordance with PNP Memorandum Circular No. 2016-079 and PNP Memorandum Circular No. 2017-073.</p> <p>The PNP FG CIA is responsible for the determination and formulation of appropriate recommendations subject to the approval of Head of the Procuring Entity with regard to issues and concerns in connection with the delivery of the goods during the Inspection and Acceptance.</p>

Section VI. Schedule of Requirements

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

Public Bidding No.	Description	Qty	Delivery Date
Public Bidding No PNPFG ITB – 29-2023	Procurement of Histopathology Equipment with Pathology Workstation	1 lot	Ninety (90) calendar days from the receipt of Notice to Proceed

Note: if the Supplier fails to satisfactory deliver any or all of the Goods/performance services within the period specified above, the PNP shall strictly comply the provision on the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

I hereby commit to deliver the above requirements within the specified day and to comply with the additional conditions.

Name of Agency/Bidder

Signature over Printed Name of Bidder

Date

Section VII. Technical Specifications

Technical Specifications

Please see attached Terms of Reference

Test Parameters
***(PNP Memorandum Circular Nos. 2019-008, 2019 -
060, and 2019-010)***

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**Procurement of One (1) Lot Histopathology
Equipment with Pathology Workstation**

Terms of Reference



Philippine National Police

April 4, 2023

APPROVED BY:


CONSTANCIO T. CHINAYOG, JR
Police Brigadier General
Director, Forensic Group

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I. INTRODUCTION

Histopathological examination is one of the capabilities of the PNP Forensic Group. In routine practice, the purpose of forensic histopathology is to determine the cause of death in particular instances. This is accomplished through microscopic investigation of representative cell and tissue samples taken from the major internal organs and atypical autopsy findings. Further, this examination also serves several purposes such as, (1) To confirm or support the macroscopic autopsy diagnosis; (2) To identify or rule out pathological conditions; and (3) To establish the cause of death.

In addition, the significance of histopathological examination must be evaluated in the context of specific cases such as but not limited to homicide by various means, deaths associated with alcohol and drug consumption, and sudden unexplained deaths in neonates and infants, while keeping in mind the admissibility of evidence in criminal trials.

In light of the aforementioned relevance of histopathological examination, it is considered critical to have a microtome, pathology workstation, and laboratory oven to help minimize error, time, and expense during the processing of tissues and to provide a quality outcome.

II. PROJECT OBJECTIVE

The pathology workstation provides a ventilation system that protects the operator from the harmful fumes produced by formalin during sampling. The microtome is used to cut thin slices of tissue to produce slides free of artifacts and errors. The laboratory oven is used to dry out water from the tissue sections in preparation for staining.

The equipment shall regulate the significant variables that must be taken into account when processing tissues, including operating parameters (such as temperature), and maintain the tissue's characteristics to minimize human error and exposure to harsh chemicals and to lessen the time required to produce quality tissue slides.

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TERMS OF REFERENCE (TOR)

Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation

III. SCOPE OF WORK

- a. The project shall cover the supply, delivery, installation and programming of equipment.
- b. The project shall include site assessment to ensure that engineering and safety protocols are in place and suited for the equipment.

IV. DETAILED TECHNICAL REQUIREMENT

Below are the minimum specifications of the required items to be procured:

a. Pathology Workstation (based on NAPOLCOM Resolution No. 2018-256)

PARTICULAR	APPROVED SPECIFICATIONS
1. Construction	Stainless steel or similar material
2. Drainage/Water System	a. Must have sink/drainage; and b. Must have foot operated/pedal controlled faucet
3. Safety feature	Must have ventilation for odor reduction
4. Other features	a. Must have lighting directed in the work surface; and b. Must have accessible hand spray

b. Microtome (based on NAPOLCOM Resolution No. 2018-320)

PARTICULAR	APPROVED SPECIFICATIONS
1. Safety Feature	a. There must be a handbrake that can be locked for safe changing of specimen; and b. Must have feature/s on the knife/blade that ensures operator's safety
2. Section thickness a. Setting Range of Thickness b. Setting Values	Between 0.5 μm – 60 μm 2 – 10 μm in 1 μm increments 10 – 20 μm in 2 μm increments 20 – 60 μm in 5 μm increments
3. Section thickness indication	Must have window for viewing/monitoring
4. Coarse feed	Must have window for viewing/monitoring

TERMS OF REFERENCE (TOR)

Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation

5. Trim settings	10, 30 µm
6. Total horizontal specimen feed	Between 1 – 30 mm
7. Vertical stroke	Between 1 – 70 mm

c. Laboratory Oven (based on NAPOLCOM Resolution No. 97-178)

PARTICULAR	APPROVED SPECIFICATIONS
1. Temperature control	Mechanical thermostat with a dial thermometer and an overheat protection
2. Performance	Short heat up and recovery times
3. Insulation	High efficiency insulation to reduce energy consumption
4. Operating temperature	Maximum: 200 °C
5. Shelves	3 – 4 shelves
6. Timer	Automatic (auto start and auto stop)
7. Power requirement	220 V
8. Dimensions	Height – 2 -3 feet Width – 2 feet

V. REQUIREMENTS FOR BIDDERS

The service provider should have the required qualifications under Republic Act No. 9184 to be eligible to submit bids. Further, the provider should have the following minimum qualifications

1. The bidder must provide a Certificate of Authorized Distributorship and ISO Certificate for the brand offer, issued to the manufacturer.
2. The bidder must have a list of local installations in at least five (5) DOH-accredited hospitals and/or Tertiary Diagnostic/Laboratory Facilities. within the Greater Manila Area (NCR, Provinces of Rizal, Cavite, Laguna, and Bulacan). The installation list should be the same model as the bidders offer.
3. The bidder must have at least five (5) Certificates of Satisfactory Equipment Performance for the Microtome and Laboratory Oven and at least two (2) Certificates of Satisfactory Equipment for the pathology workstation issued and signed by the End-user.
4. The bidder must be duly established in the Philippine Industry with at least twenty-five (25) years of experience in the supply, delivery, and installation of Histopathology equipment and consumables.

TERMS OF REFERENCE (TOR)

Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation

5. The bidder must have currently employed service engineers who are trained to maintain/repair the equipment assigned within Greater Manila Area.
6. The bidder should have a service center in the Philippines with available spare parts and provide the list with addresses and contact information of their service centers.
7. The bidder shall provide the brochure/literature of all the equipment to be delivered.

VI. TERMS AND CONDITIONS

1. The winning bidder shall be responsible for the supply, delivery, installation and programming of the histopathology equipment and the workstation.
2. The winning bidder shall conduct an assessment of the laboratory's engineering and safety protocols.
3. The winning bidder must provide a certificate of availability of parts for the next five (5) years.
4. The bidder must assume and provide an Annual Preventive Maintenance Report, Certificate of Calibration from ISO Certified provider, and service report within the warranty period.
5. The winning bidder must provide a measurement layout and workmanship for the electrical wiring, machine tubing, installation of pipes to the existing water supply, drainage and other renovations needed for the installation of the pathology workstation.
6. The winning bidder must provide start-up consumables with the same equipment brand name.
7. The winning bidder shall provide training for the Operators/End-users of the machine/equipment after installation and commissioning and shall provide training manuals, in hard and soft copies in the English language.
8. All equipment to be supplied and installed shall be brand new and shall conform to the minimum standard specification as stated in the NAPOLCOM minimum specifications stated in the references below.
9. The winning bidder must perform other related workmanship and provide other material, equipment or systems not listed in the project but are necessary for the completion and commissioning of the project.
10. All kinds of procurement and other incidental expenses shall be borne by the winning bidder.
11. All items requiring for labor and/or materials not specifically mentioned herein but deemed necessary to complete the work shall be supplied by the winning bidder, at no extra cost to the PNP.
12. Quality assurance is expected from the winning bidders, such that any error or fault in any services delivered during the implementation shall be acted upon, resolved, mitigated and/or replaced accordingly at no cost to the PNP.



TERMS OF REFERENCE (TOR)
Procurement of 1 Lot Histopathology Equipment with Workstation

13. Upon acceptance of the project, the winning bidder is required to provide two (2) years warranty and assure that all its component parts are calibrated, complete and fully operational.
14. In case of equipment breakdown, the service, and assistance of engineers must be available 24/7.

VII. DELIVERY AND COMPLETION PERIOD

It shall be the full responsibility of the winning bidder to complete the delivery and installation within ninety (90) calendar days from the date of receipt of the Notice to Proceed. An official project kickoff shall be called by the assigned Project Manager for the supplier contractor to present how it intends to implement the project. The project kickoff shall be done five (5) days after receipt of the Notice to Proceed.

VIII. WARRANTY/GUARANTEE

1. All employee's or labor claims shall be for the exclusive account of the winning bidder.
2. The winning bidder shall guarantee that the supplies and services rendered shall conform with the good engineering practices and in accordance with the manufacturer's manual procedures.
3. The warranty period for equipment parts and services is at least two (2) years and shall start upon acceptance of the said equipment.

IX. APPROVED BUDGET

The Approved Budget for the Contract (ABC) allocated for the One (1) lot Histopathology Equipment with Pathology Workstation is Php 5, 949, 197.85 inclusive of incidental expenses, VAT, and other government taxes.

X. REFERENCES

- a. **NAPOLCOM RESOLUTION NO. 97-178** – Approving the Standard Specification for Investigative Equipment for Use of Crime Laboratory Service



TERMS OF REFERENCE (TOR)

Procurement of One (1) Lot Histopathology Equipment with Pathology Workstation

- b. NAPOLCOM RESOLUTION NO. 2018-230** - Approving the PNP-UESB Resolution No. 2017-056 dated December 6, 2017 That Prescribes the Minimum Standard Specifications for Microtome.
- c. NAPOLCOM RESOLUTION NO. 2018-256** - Approving the PNP-UESB Resolution No. 2017-053 dated December 6, 2017 That Prescribes the Minimum Standard Specifications for Pathology Workstation.
- d. PNP-UESB Resolution No. 2017-053** - Proposed Minimum Standard Specifications for Pathology Workstation
- e. PNP-UESB Resolution No. 2017-056** - Proposed Minimum Standard Specifications for Microtome

XI. APPENDIX

- a. PNP MEMORANDUM CIRCULAR NO. 2019-007** – Test Parameters in the Conduct of Test and Evaluation for Microtome
- b. PNP MEMORANDUM CIRCULAR NO. 2019-009** – Test Parameters in the Conduct of Test and Evaluation for Pathology Workstation
- c. Test Parameters in the Conduct of Test and Evaluation for Laboratory Oven**

