

(Goods and Services)

INVITATION TO BID

The Benguet State University (BSU), through the Bids and Awards Committee (BAC), invites suppliers/distributors to bid for the hereunder project:

Project Number	IB NO. 2024-28
Name of Project	SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER AND REGIONAL SPECIMEN OF HUMAN BRAIN
Brief Description	The project is Supply, Delivery and Installation of 1 unit plastinated female human cadaver and 8 units regional specimen of the human brain for the College of Medicine. The project includes training of at least 5 personnel.
Total Approved Budget for the Contract (ABC)	Php 9,141,000.00
Delivery Period	60 Calendar Days
Source of Fund	2023 GAA Capital Outlay (FLR)
Bid Document Fee	Sub lot 1: Php. 10,000.00 Sub lot 2: Php. 3,000.00

Bidders should have completed within five (5) years from the date of submission and receipt of bids a contract similar to the Project which is at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Document, particularly, in Section II (Instructions to bidders). Bids received in excess of the ABC shall be automatically rejected at the bid opening.

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) 9184, otherwise known as the "Government Procurement Reform Act". Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA 9184.

BAC activities are as follows:

	Activities	Date, Time and Venue
1.	Advertisement of Invitation to Bid	Starting June 3, 2024 – June 25, 2025
2.	Issuance of Bidding Documents	Starting June 3, 2024 from 8:00 AM to 5:00 PM at the Procurement Management Office (PMO), 1 st Floor, Admin Bldg., BSU, La Trinidad, Benguet

	Activities	Date, Time and Venue
3.	Pre- Bid Conference	June 11, 2024, 2:00 PM (PST), BSU RDC Hall, 2 nd Floor, Admin. Bldg., BSU, La Trinidad, Benguet; and /or through video conferencing via google meet with link : meet.google.com/iih-nrds-cpo
4.	Deadline for submission of Bids	June 25, 2024, on or before 3:00 PM (PMO Clock) at the Procurement Management Office (PMO), 1 st Floor, Admin Bldg., BSU, La Trinidad, Benguet;
5.	Opening of Bids and Eligibility Checking/Screening (Manual Submission)	June 25, 2024, 3:01 PM (PST), BSU RDC Hall, 2 nd Floor, Admin. Bldg., BSU, La Trinidad, Benguet; and /or through video conferencing via google meet with link : meet.google.com/iih-nrds-cpo
6.	Bid Evaluation & Post Qualification	June 27, 2024, 2:00 PM (PST), BSU RDC Hall, 2 nd Floor, Admin. Bldg., BSU, La Trinidad, Benguet

The BAC will issue bid documents at the Procurement Management Office, 1st floor Administration Bldg., Benguet State University, Km. 5, La Trinidad, Benguet. The bid documents are also downloadable from the university's website: **bsu.edu.ph** or PhilGEPS postings. Bid Document Fee can be paid either through the BSU Cashier's Office or at the Landbank payment portalhttps://www.lbp-eservices.com/egps/portal/index.jsp.

Late bids shall not be accepted. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

BSU assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids. The University, through its BAC, 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 the Section 41 of 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

The BAC reserves the right to waive any formalities in queries and responses to this invitation.

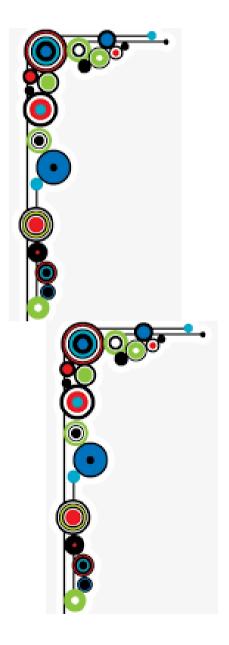
The documents that will be submitted shall be used for procurement purposes only.

For further information, please refer to:

BAC Secretariat Procurement Management Office (PMO) Benguet State University- La Trinidad Campus Tel. No. 661-1839/ CP No. 09506032749 Email: procurement@bsu.edu.ph

> Sgd SAMUEL S. POLIDEN Chairperson Bids and Awards Committee

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN



SECTION 2 – INSTRUCTION TO BIDDERS

SECTION 3 – BID DATA SHEET

1. Scope of Bid	
The Procuring Entity, <i>BENGUET STATE UNIVERSITY</i> (BSU) wishes to receive Bids for the project: Supply, Delivery, and Installation of Plastinated Human Cadaver and Regional Specimen of Human Brain with identification number IB 2024-28.	
The Procurement Project (referred to herein as "Project") is: IB 2024-28 Supply, Delivery, and Installation of Plastinated Human Cadaver and Regional Specimen of Human Brain BSU La Trinidad Campus, Balili, La Trinidad, Benguet 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 <i>Capital Outlay of the Internally Generated</i> <i>Income (IGI)</i> in the amount of <i>Nine Million One</i> <i>Hundred Forty One Thousand Pesos only</i> <i>(Php. 9,141,000.00).</i>	
2.2. The source of funding is: NGA, 2023 GAA- Capital Outlay- FLR.	
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 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;	
FF	
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.	
defeat competition of restrain trade.	
b. Foreign ownership limited to those allowed under	
the rules may participate in this Project.	
5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR	5.3. For this purpose, contracts similar to the Project shall be:
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	a. Supply, Delivery and Installation of Plastinated Human Cadaver and Regional Specimen of Human
PSA's CPI, must be at least equivalent to:	Brain
	b. Completed within five (5) years from the submission
a. For the procurement of Non-Expendable Supplies and	and receipt of bids.
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.	
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	

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to Domestic Preference requirements under ITB Clause 18.	
to Domestic mererence requirements under TIB 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.	7.1 Subcontracting is not allowed.
The Procuring Entity has prescribed that Subcontracting is not allowed.	
7.2. 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 and/or through videoconferencing/ webcasting as indicated in the Invitation to Bid (IB).	8. Pre-bid Conference for this project is on June 11, 2024, 2:00 PM (PST), BSU RDC Hall, 2 nd Floor, Admin. Bldg., BSU La Trinidad, Benguet; and/or through video conferencing via google meet with the link: meet.google.com/iih-nrds-cpo
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. Eligibility and Technical Components are in Section
 The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents). 	8 – Checklist of Technical and Financial Documents *** All documents submitted by the bidder must have
	label/tabbings
10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within <i>five (5) years as provided in paragraph 2 of the IB</i> prior to the deadline for the submission and receipt of bids.	***Incomplete required documents and expired licenses/ permit shall be a ground for disqualification.
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	

SECTION II – INSTRUCTION TO BIDDERS SECTION III – BID DATA SHEET

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).	11.1. Additional documents: a. Detailed description of the items; b. Other supporting documents e.g. Accreditations, exclusive distributorship and others
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 2 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. <i>Financial</i> 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:	12. The price of the Goods shall be quoted DDP at BSU La Trinidad, Benguet or the applicable International Commercial Terms (INCOTERMS) for this project.
 For Goods offered from within the Procuring Entity's country: 	
 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:	
a. Philippine Pesos.	

14.	Bid Security	
	 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 one hundred twenty days from date of opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive. 	 14.1. Bid Security – shall be in any of the following forms and amount: a. Bid Securing Declaration; or b. The amount of not less than 2% of ABC, if bid security is in cash, cashier's / Manager's check, bank draft/guarantee or irrevocable of credit; or c. The amount of not less than 5% if bid security is in Surety Bond
15.	Sealing and Marking of Bids Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity is also requesting an additional one (1) copy of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.	 15. Each Bidder shall submit one (1) original copy of their bid proposal and one (1) certified photocopy, marked as "original", and "copy 1", respectively. *** All the photocopied documents must be certified as true copy of the original. The original copy of bid shall be signed by the bidder or its duly authorized representative over printed
16.	Deadline for Submission of Bids	name and indicating the position in the company.
	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 .	For Copy 1 , the authorized signatory must affix his/her signature in every page.
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 Invitation to Bid (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.	

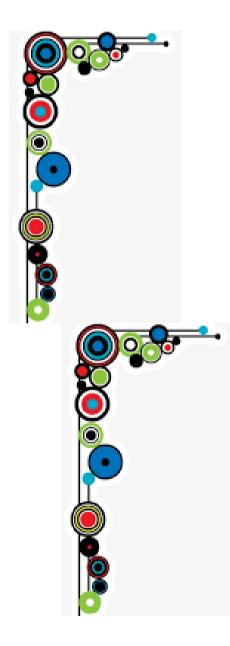
¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

lots or items participated in by the prospective Bidder.

18. **Domestic Preference** 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184. **19. Detailed Evaluation and Comparison of Bids** 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184. 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately. 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), 19.3. The ABCs of the sub lots are as follows: although the ABCs of these lots or items are a. Sub lot 1 – 1-unit Plastinated Human Cadaver – indicated in the BDS for purposes of the NFCC 7,000,000.00 computation pursuant to Section 23.4.2.6 of the b. Sub lot 2 - 1 lot Regional Specimen of Human Brain 2016 revised IRR of RA No. 9184. The NFCC must (8 specimens) – 2,141,000.00 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 1 – One Project having several items that shall be awarded as one contract. **Option 2 – One Project having several items** grouped into several lots, which shall be awarded as separate contracts per lot. Option 3 - One Project having several items, which shall be awarded as separate contracts per item. 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the

 20. Post-Qualification 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, 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 	20.2. None
 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. 	 21.1. a. Additional Documents includes Warranty Certificate of at least 3 years on parts and services; free quarterly preventive maintenance; b. Notarized Certification that the product is brand new, not reconditioned/refurbished including parts and accessories; c. Notarized Certification from the manufacturer and local supplier that in the event of a change of local supplier, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer

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SECTION 4 – GENERAL CONDITIONS OF CONTRACT

SECTION 5 – SPECIAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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 to Benguet State University, Km 5, La Trinidad, Benguet. In accordance with INCOTERMS."

[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered to Benguet State University, Km. 5, La Trinidad, Benguet. 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:

Dr. Samuel S. Poliden VPAA BSU, La Trinidad, Benguet

Incidental Services

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- 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

SECTION IV – GENERAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

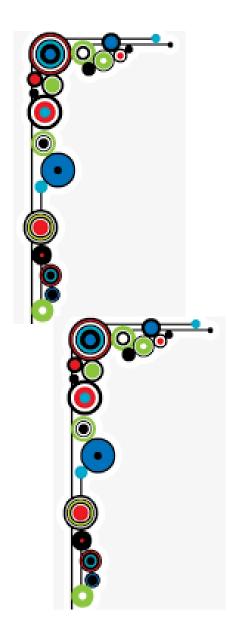
the identity of any representatives retained for these purposes. All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.	unit 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
5. Warranty	obligations under this contract, and
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.	 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.
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.	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.
6. Liability of the Supplier	Spare Parts –
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.	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

SECTION IV – GENERAL CONDITIONS OF CONTRACT	SECTION V – SPECIAL CONDITIONS OF CONTRACT
	or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].
	Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.
	Packaging -
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation –

SECTION IV – GENERAL CONDITIONS OF CONTRACT	SECTION V – SPECIAL CONDITIONS OF CONTRACT
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	2.2. One-time payment shall be made upon completion of the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing

SECTION IV – GENERAL CONDITIONS OF CONTRACT	SECTION V – SPECIAL CONDITIONS OF CONTRACT
	rules and regulations 4. Applicable inspection and testing of the
	equipment shall be conducted by the Inspectorate Team and the End user. The supplier will change whatever deficiencies during delivery and installation.

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN



SECTION 6 – SCHEDULE OF REQUIREMENTS

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN

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

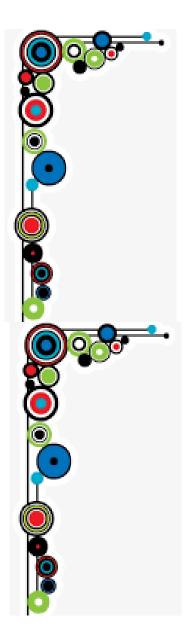
ltem Number	Description	Quantity	Delivered, weeks/ Months
Sub	Supply, Delivery and Installation of 1-unit	1 lot	
lot 1	Plastinated Human Cadaver, Female		60 calendar days from receipt of
Sub	Supply and Delivery of the Regional Specimen of	1 lot	PO and NTP
lot 2	Human Brain (8 items)		
	XXXXXXXXXXXXX		

Name of Bidder over Printed Name

Designation

Date

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN



SECTION 7 – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN

Item	Specifications	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
Sub lot 1	 1-unit Plastinated Human Cadaver, Female Female, Adult, Whole Body. A detailed layered dissection of the whole FEMALE body in a standing life-like position. Museum quality standard. Head and Neck area. The cranial cavity is opened to display the brain within it. Dissection of the head demonstrates the facial muscles, nerves, arteries, and blood vessels, and inter-related glands of the area. Frontal cut permits viewing of the oral, nasal and paranasal cavities; from behind, orbital structures can be observed. Both sides display the muscles of the triangles of the neck, organs and other structures. One side dissected deeper than the other to show the main nerve bundles, jugular veins and the carotid arteries with their branches. Thorax, Abdomen, and Pelvis. A large window cut out from the anterior thoraco-abdominal wall serving as a door to show the thoracic and abdominal cavities. The mammary glands should be well preserved on the thoracic wall serving as a trap door to the thoracic and abdominal cavity. All organs of the thorax and 	

abdomen are well exposed and are presented in situ. Thoracic cavity should dearly show accentric arterics, ports hepatis and porta liens. Half of the stomach is taken off to show gastric mucosa. The FEMALE genital system should be distinctly dissected to show its correlation with the urinary system in the pelvic cavity. <u>Extremities</u> . Combined superficial and deep dissection of the upper and lower musculoskeletal system and related neurovascular structures. Right users useft side deep dissection or vice versa. The origins and insertions of each muscle are clearly demonstrated, and the muscles themselves are separated from each other along their pathways. Dissection of main nerves and arteries which are listed in anatomical nomenclature. <u>Spinal Column</u> . Should show partial or whole laminectomy to show spinal cord and relationships of the cervical, thoracic, and lumbar nerves from the foramen magnum to the sacrum. The plastinated cadaver should: a. Been preserved using specific anatomical parts and not twisted, deformed or distorted; C. Have a life-like natural color; d. Be completely dry to touch not gluey, sticky or watery; e. Be donless and should not emit any odor/ foul smell or when stored in glass containers; f. Be non-toxic and does not possess any allergic reactions to the eyse, snoe, skin etc.; g. Be portable i.e not heavy; h. Have a <u>3</u> . Dimensional fasture; be durable enough that it can be stored in glass containers; Sturdy metallic stand. Stainless steel; at least 20° x 20° x 2°; with 4-wheel caster, 2 front casters with lock. After sales 1. Supplier should replace the plastinated specimen when it does not conform to the conditions above; 2. Supplier should englace the plastinated specimen specimes are damaged. 3. Warranty Period: a. Shall commence from the date of acceptance by the end user after installation, testing, and commissioning. b. At least Three (3) years on a parts and service. c. Free quarterly preventive maintenance for 5 years or at least during the warran		
Extremities. Combined superficial and deep dissection of the upper and lower musculoskeletal system and related neurovascular structures. Right side superficial versus Left side deep dissection or vice versa. The origins and insections of each muscle are clearly demonstrated, and the muscles themselves are separated from each other along their pathways. Dissection of main nerves and arteries which are listed in anatomical nomenclature. Spinal Column. Should show partial or whole laminectomy to show spinal cord and relationships of the cervical, thoracic, and lumbar nerves from the foramen magnum to the sacrum. The plastinated cadaver should: a. Been preserved using specialized silicone or compound for whole body and regional parts; b. Be cleanly dissected to reveal specific anatomical parts and not twisted, deformed or distorted; c. Have a life-like natural color; d. Be completely dry to touch not gluey, sticky or watery; e. Be odorless and should not emit any odor/ foul smell or when stored in glass containers; f. Be non-toxic and does not possess any allergic reactions to the eyee, nose, skin etc.; g. Be portable i.e not heavy; h. Have a 3-Dimensional feature; be durable enough that it can be stored in free air (not airconditioned) indefinitely, humidity ranges below 60% and can withstand temp range of 20-30 degrees Celcius. Height of the cadaver: 54" to 55". Study metallic stand. Stainless steel; at least 20" x 20" x 2"; with 4- wheel caster, 2 front casters with lock. After sales 1. Supplier should replace the plastinated specimen when it does not conform to the	cavity should clearly show mesenteric arteries, porta hepatis and porta lienis. Half of the stomach is taken off to show gastric mucosa. The FEMALE genital system should be distinctly dissected	
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 Product Training: on-site product training for at least 5 personnel on the use and basic maintenance. Additional Terms and conditions: The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder; When awarded, the supplier shall provide a demo cadaver 	commissioning. b. At least Three (3) years on parts and service. c. Free quarterly preventive maintenance for 5 years or at least	
 The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder; When awarded, the supplier shall provide a demo cadaver 	Product Training: on-site product training for at least 5 personnel	
	1. The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the	

	 Notarized Certification that the product is brand new, not reconditioned/refurbished including parts and accessories. Notarized Certification from the manufacturer and local supplier that in the event of a change of local supplier, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer. 	
Sub	1 lot Supply and Delivery of the Regional	
lot 2	Specimen of Human Brain (8 items)	
	 General Specifications: 1. Plastinated specimens are preserved using specialized silicone or compound for whole body or regional parts. 2. Plastinates should be cleanly dissected to reveal specific anatomical parts and not twisted, deformed or distorted. 3. Plastinates should have a life-like natural color. 4. Plastinates should be completely dry to touch not gluey, sticky or watery. 5. Plastinates should be odorless and should not emit any odor/ foul smell or when stored in glass containers 6. Plastinates should be non-toxic and does not possess any allergic reactions to the eyes, nose, skin etc. 7. Plastinates should be portable 8. Supplier should replace the plastinated specimen when it does not conform to the conditions above. 9. Plastinates can be stored in free air (not airconditioned) indefinitely. Humidity ranges below 60% and can withstand temp range of 20-30 °C 11. Supplier should render free aftersales and preventive 	
	 maintenance service for at least 5 years. 12. Supplier should be able to provide repair when specimens are damaged. 13. Housing: mounted in a glass 	
	 Other Terms and Conditions: The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder. Warranty Period: a. Shall commence from the date of acceptance by the end user after installation, testing, and commissioning. b. At least Three (3) years on parts and service. c. Free quarterly preventive maintenance for 5 years or at least during the warranty period. Notarized Certification that the product is brand new, not reconditioned/refurbished including parts and accessories. Notarized Certification from the manufacturer and local supplier that in the event of a change of local supplier, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer. Breakdown: a. 1-unit Plastinated External features of the brain Dissected to show the external features of the whole brain 	
	b. 1-unit Plastinated brain and 12 pairs of cranial nerves	

-The human brain with the dura mater and the pia mater removed	
revealing the gyri of the cerebrum, with the 12 pairs of cranial	
nerves intact.	
c. 1-unit Plastinated Medial sagittal section of the brain	
- Half of whole brain specimen with the pia mater removed,	
showing the medial structures of the cerebral hemisphere,	
brainstem, and cerebellum.	
d. 1-unit Plastinated horizontal section of the whole brain	
- Whole brain, horizontal section, three parts, dissected to show	
the inner structures of the brain. Axial slice of the cerebral	
hemisphere at the level of the where the basal ganglia, thalami,	
interventricular foramina and 3rd ventricle are seen.	
e. 1-unit Plastinated coronal section of the whole brain	
- Whole brain, coronal section, about 10-12 slices of the brain at	
<u>5 – 10 mm thickness from the frontal pole to the occipital poles</u>	
of the cerebral hemisphere, including the brainstem and	
<u>cerebellum.</u>	
f. 1-unit Plastinated Optic tract and optic radiation	
- Dissected to show the medulla oblongata, midbrain, rhomboid	
and 10 pairs of cranial nerve roots.	
g. 1-unit Plastinated Cerebellum	
- Dissected to show the cerebellar hemisphere, vermis and	
dependency structures	
h. 1-unit Plastinated Arteries at the base of the brain	
- A whole brain specimen with the Sylvian fissures dissected away	
to reveal the course of the middle cerebral arteries, the frontal	
lobes dissected or teased apart to show the anterior cerebral	
arteries. The 3 pairs of cerebellar arteries must be preserved and	
demonstrated. Ideally the anterior spinal artery should be	
included if possible (though often destroyed in extraction of the	
brain). Also, dissected to show the basilar artery, internal carotid	
artery and the main branches <u>.</u>	
xxxxxxxxxxxxxxxxxxxxx	

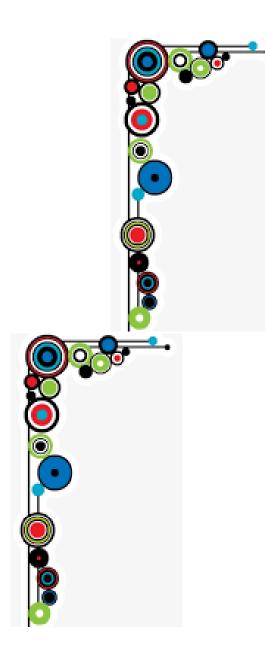
I have hereby certified to comply with the above Technical Specifications

Name of Bidder over Printed Name

Designation

Date

IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN



SECTION 8– LIST OF TECHNICAL AND FINANCIAL DOCUMENTS

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

For details, please refer to the Instruction to Bidders (ITB) and the Special Conditions of the Contract (SCC) (if any)

ENVELOPE A

I. ELIGIBILITY REQUIREMENTS

A. LEGAL DOCUMENTS

1. Valid PhilGeps Registration - Platinum Membership- all pages; in accordance with Section 8.5.2 of the IRR;

B. TECHNICAL DOCUMENTS

- 2. Statement of the prospective bidder of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- 3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA 9184, within the relevant period as provided in the Bidding Documents. Certificate of Acceptance and/ or Official Receipts must be attached to the SLCC; and
- Original Copy of Bid Security must be in favor of **Benguet State University** 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
- Conformity with the Technical Specifications; and
 Schedule of Requirements, with delivery schedule; and
 Manpower Requirements including accreditations of technical personnel; and
 Afternal sequence and
 - 5.3. Aftersales warranty; and
- 6. Original duly signed Omnibus Sworn Statement (OSS); and
 - 6.1. 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.

C. FINANCIAL DOCUMENTS

7. 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;

8. 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

ENVELOPE B

- 1. Original of duly signed and accomplished Financial Bid Form, and
- 2. Original of duly signed and accomplished Price Schedule, and
- 3. Detailed Descriptions/ Brochures of the items, and
- 4. Other supporting documents (e.g. accreditations, exclusive distributorship and others)

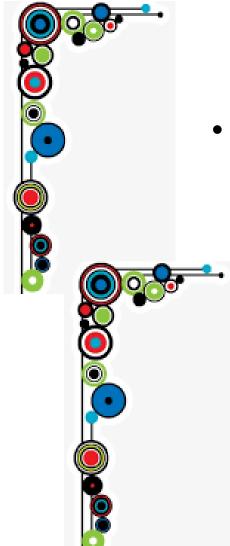
Notes:

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

- a. This checklist is only a guide to the prospective bidder/s. Each prospective bidder shall take responsibility to ensure the completeness of its submission after taking the steps to carefully examine all of the Bidding Documents and its amendments.
- b. All photocopied documents should be marked "certified true copy of the original" with corresponding signature over printed name of the bidder or its duly authorized representative and indicating the position in the company.
- c. Bidder should follow the sequence of items in the checklist of documents for submission and to use tabs to facilitate the inspection process.
- d. Incomplete required documents and expired licenses/ permit shall be a ground for disqualification
- e. The documents that will be submitted by the bidder shall be used for procurement purposes only

Section 9

Bidding Forms



- Bid Form
- Price Schedule for Goods Offered from Abroad
- Price Schedule for Goods Offered from Within the Philippines
 - Bid Securing Declaration Form
 - Omnibus Sworn Statement (Revised)

Bid Form for the Procurement of Goods (shall be submitted with the Bid)

Date: _____ Project Identification No.: _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. ____ Page ____ of ___.

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

Name: _____

Legal Capacity: ______

Signature: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. ____ Page __ of __.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: ______

Signature: ______

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

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

BID SECURING DECLARATION

Project Identification No.: [Insert Number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail the said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performances 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 OR ITS AUTHORIZED REPRESETATIVE] [Insert signatory's legal capacity] Affiant

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

GPPB Resolution No. 16-2020, dated 16 September 2020

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, particularly., [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

iii. Performance Security;

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

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

3. In consideration of the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Name of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

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

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

[Insert Name and Signature] [Insert Signatory's Legal Capacity] [Insert Name and Signature] [Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

For:

[Insert Procuring Entity]

<u>Acknowledgment</u>

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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 or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>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;</u>
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the 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 this __ day of ____, 20__ at _____, 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]



Republic of the Philippines
BENGUET STATE UNIVERSITY

La Trinidad, Benguet



PRICE SCHEDULE FOR GOODS

Name of Bidder _____

1	2	3	4	5	6	7	8	9	10
Item	DESCRIPTION	Country of Origin	QTY	Unit Price EXW per ITEM	Cost of local labor, materials and components	Total Price EXW per item (4 x 5)	Unit Prices per item final destination and unit prices of other incidental expenses	Sales and other taxes payable per item if contract is awarded	Total Price delivered Final Destination (8 + 9) x 4)
	 Female, Adult, Whole Body. A detailed whole FEMALE body in a standing life-li quality standard. Head and Neck area. The cranial cavity brain within it. Dissection of the head d muscles, nerves, arteries, and blood verglands of the area. Frontal cut permits vand paranasal cavities; from behind, or observed. Both sides display the muscle neck, organs and other structures. One than the other to show the main nerve and the carotid arteries with their bran. Thorax, Abdomen, and Pelvis. A large w anterior thoracc-abdominal cavity. All oabdomen are well exposed and are precavity should clearly show mesenteric a and porta lienis. Half of the stomach is mucosa. The FEMALE genital system sh dissected to show its correlation with the pelvic cavity. 	e position. Museum s opened to display the emonstrates the facial sels, and inter-related iewing of the oral, nasal oital structures can be s of the triangles of the side dissected deeper bundles, jugular veins thes. indow cut out from the s as a door to show the ammary glands should erving as a trap door to rgans of the thorax and eented in situ. Thoracic rteries, porta hepatis aken off to show gastric buld be distinctly	1 unit						

1	2	3	4	5	6	7	8	9	10
ltem	DESCRIPTION	Country of Origin	QTY	Unit Price EXW per ITEM	Cost of local labor, materials and components		Unit Prices per item final destination and unit prices of other incidental expenses	Sales and other taxes payable per item if contract is awarded	Total Price delivered Final Destination (8 + 9) x 4)
	Extremities. Combined superficial and deep dissection of the upper and lower musculoskeletal system and related neurovascular structures. Right side superficial versus Left side deep dissection or vice versa. The origins and insertions of each muscle are clearly demonstrated, and the muscles themselves are separated from each other along their pathways. Dissection of main nerves and arteries which are listed in anatomical nomenclature. Spinal Column. Should show partial or whole laminectomy to show spinal cord and relationships of the cervical, thoracic, and lumbar nerves from the foramen magnum to the sacrum. The plastinated cadaver should: a. Been preserved using specialized silicone or compound for whole body and regional parts; b. Be cleanly dissected to reveal specific anatomical parts and not twisted, deformed or distorted; c. Have a life-like natural color; d. Be completely dry to touch not gluey, sticky or watery; e. Be odorless and should not emit any odor/ foul smell or when stored in glass containers; f. Be non-toxic and does not possess any allergic reactions to the eyes, nose, skin etc.; g. Be portable i.e not heavy; h. Have a 3-Dimensional feature; be durable enough that it can be stored in free air (not airconditioned) indefinitely, humidity ranges below 60% and can withstand temp range of 20-30 degrees Celcius. Height of the cadaver: 5'4" to 5'8". Sturdy metallic stand. Stainless steel; at least 20" x 20" x 2"; with 4-wheel caster, 2 front casters with lock.								

1	2		3	4	5	6	7	8	9	10
Item	DESCRIPTION		Country of Origin	QTY	Unit Price EXW per ITEM	Cost of local labor, materials and components	Total Price EXW per item (4 x 5)	Unit Prices per item final destination and unit prices of other incidental expenses	Sales and other taxes payable per item if contract is awarded	Total Price delivered Final Destination (8 + 9) x 4)
l cuh	Maternal Care Patient Simulator	 a.1-unit Plastinated External features of the brain -Dissected to show the external features of the whole brain b.1-unit Plastinated brain and 12 pairs of cranial nerve -The human brain with the dura mater and the pia mater removed revealing the gyri of the cerebrum, with the 12 pairs of cranial nerves intact. c.1-unit Plastinated Medial sagittal section of the brain - Half of whole brain specimen with the pia mater removed, showing the medial structures of the cerebral hemisphere, brainstem, and cerebellum. d.1-unit Plastinated horizontal section of the whole brain - Whole brain, horizontal section, three parts, dissected to show the inner structures of the brain. Axial slice of the cerebral hemisphere at the level of the where the basal ganglia, thalami, interventricular foramina and 3rd ventricle are seen. e.1-unit Plastinated Optic tract and optic radiation - Dissected to show the medulla oblongata, midbrain, rhomboid and 10 pairs of cranial nerve roots. 		1 lot						

1	2	3	4	5	6	7	8	9	10
Item	DESCRIPTION	Country of Origin	QTY	Unit Price EXW per ITEM	Cost of local labor, materials and components		Unit Prices per item final destination and unit prices of other incidental expenses	Sales and other taxes payable per item if contract is awarded	Total Price delivered Final Destination (8 + 9) x 4)
	 g.1-unit Plastinated Cerebellum Dissected to show the cerebellar hemisphere, vermis and dependency structures h.1-unit Plastinated Arteries at the base of the brain A whole brain specimen with the Sylvian fissures dissected away to reveal the course of the middle cerebral arteries, the frontal lobes dissected or teased apart to show the anterior cerebral arteries. The 3 pairs of cerebellar arteries must be preserved and demonstrated. Ideally the anterior spinal artery should be included if possible (though often destroyed in extraction of the brain). Also, dissected to show the basilar artery, internal carotid artery and the main branches. 								
	хххххххх								

NAME AND SIGNATURE OF BIDDER

Date



Republic of the Philippines BENGUET STATE UNIVERSITY La Trinidad, Benguet



IB 2024- 28 SUPPLY, DELIVERY AND INSTALLATION OF PLASTINATED HUMAN CADAVER (FEMALE) AND REGIONAL SPECIMEN OF HUMAN BRAIN

ABC: 9,141,000.00 Source of Fund: 2023 GAA Capital Outlay- FLR Delivery Date: 60 calendar days Bidding by: sub lot End User: College of Medicine (COM)

1. Sub lot 1 - 1 lot Supply, Delivery and Installation of 1-unit Plastinated Human Cadaver, Female ABC: 7,000,000.00

Female, Adult, Whole Body. A detailed layered dissection of the whole FEMALE body in a standing life-like position. Museum quality standard.

<u>Head and Neck area.</u> The cranial cavity is opened to display the brain within it. Dissection of the head demonstrates the facial muscles, nerves, arteries, and blood vessels, and inter-related glands of the area. Frontal cut permits viewing of the oral, nasal and paranasal cavities; from behind, orbital structures can be observed. Both sides display the muscles of the triangles of the neck, organs and other structures. One side dissected deeper than the other to show the main nerve bundles, jugular veins and the carotid arteries with their branches.

<u>Thorax, Abdomen, and Pelvis</u>. A large window cut out from the anterior thoraco-abdominal wall serving as a door to show the thoracic and abdominal cavities. The mammary glands should be well preserved on the thoracic wall serving as a trap door to the thoracic and abdominal cavity. All organs of the thorax and abdomen are well exposed and are presented in situ. Thoracic cavity should clearly show mesenteric arteries, porta hepatis and porta lienis. Half of the stomach is taken off to show gastric mucosa. The FEMALE genital system should be distinctly dissected to show its correlation with the urinary system in the pelvic cavity.

<u>Extremities</u>. Combined superficial and deep dissection of the upper and lower musculoskeletal system and related neurovascular structures. Right side superficial versus Left side deep dissection or vice versa. The origins and insertions of each muscle are clearly demonstrated, and the muscles themselves are separated from each other along their pathways. Dissection of main nerves and arteries which are listed in anatomical nomenclature.

<u>Spinal Column</u>. Should show partial or whole laminectomy to show spinal cord and relationships of the cervical, thoracic, and lumbar nerves from the foramen magnum to the sacrum.

The plastinated cadaver should:

- a. Been preserved using specialized silicone or compound for whole body and regional parts;
- b. Be cleanly dissected to reveal specific anatomical parts and not twisted, deformed or distorted;

c. Have a life-like natural color;

d. Be completely dry to touch not gluey, sticky or watery;

e. Be odorless and should not emit any odor/ foul smell or when stored in glass containers;

f. Be non-toxic and does not possess any allergic reactions to the eyes, nose, skin etc.;

g. Be portable i.e not heavy;

h. Have a 3-Dimensional feature; be durable enough that it can be stored in free air (not airconditioned) indefinitely, humidity ranges below 60% and can withstand temp range of 20-30 degrees Celcius.

Height of the cadaver: 5'4" to 5'8".

<u>Sturdy metallic stand</u>. Stainless steel; at least 20" x 20" x 2"; with 4-wheel caster, 2 front casters with lock.

After sales

- 1. Supplier should replace the plastinated specimen when it does not conform to the conditions above;
- 2. Supplier should be able to provide repair when specimens are damaged.
- 3. Warranty Period: a. Shall commence from the date of acceptance by the end user after installation, testing, and commissioning. b. At least Three (3) years on parts and service. c. Free quarterly preventive maintenance for 5 years or at least during the warranty period.

Product Training: on-site product training for at least 5 personnel on the use and basic maintenance.

Additional Terms and conditions:

- 1. The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder;
- 2. When awarded, the supplier shall provide a demo cadaver (loaner) while waiting for the brandnew cadaver.
- 3. Notarized Certification that the product is brand new, not reconditioned/refurbished including parts and accessories.

4. Notarized Certification from the manufacturer and local supplier that in the event of a change of local supplier, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer.

2. Sub lot 2. 1 lot Supply and Delivery of the Regional Specimen of Human Brain (8 items) ABC: 2,141,000.00

General Specifications:

- 1. Plastinated specimens are preserved using specialized silicone or compound for whole body or regional parts.
- 2. Plastinates should be cleanly dissected to reveal specific anatomical parts and not twisted, deformed or distorted.
- 3. Plastinates should have a life-like natural color.
- 4. Plastinates should be completely dry to touch not gluey, sticky or watery.

5. Plastinates should be odorless and should not emit any odor/ foul smell or when stored in glass containers

6. Plastinates should be non-toxic and does not possess any allergic reactions to the eyes, nose, skin etc.

7. Plastinates should be portable

8. Supplier should replace the plastinated specimen when it does not conform to the conditions above.

9. Plastinates should have a 3-Dimensional feature

10. Plastinates can be stored in free air (not airconditioned) indefinitely. Humidity ranges below 60% and can withstand temp range of 20-30 $^\circ C$

11. Supplier should render free aftersales and preventive maintenance service for at least 5 years.

12. Supplier should be able to provide repair when specimens are damaged.

13. Housing: mounted in a glass

Other Terms and Conditions:

1. The equipment must be delivered ready to use. Cables, connectors, adapters and accessories even not specified but are essential for the unit to function must be provided free by the winning bidder.

2. Warranty Period: a. Shall commence from the date of acceptance by the end user after installation, testing, and commissioning. b. At least Three (3) years on parts and service. c. Free quarterly preventive maintenance for 5 years or at least during the warranty period.

3. Notarized Certification that the product is brand new, not reconditioned/refurbished including parts and accessories.

4. Notarized Certification from the manufacturer and local supplier that in the event of a change of local supplier, preventive maintenance, warranty and services agreed here upon will be honored by the principal manufacturer.

Breakdown:

a. 1-unit Plastinated External features of the brain – 250,000.00 -Dissected to show the external features of the whole brain

b. 1-unit Plastinated brain and 12 pairs of cranial nerves- 260,000.00

-The human brain with the dura mater and the pia mater removed revealing the gyri of the cerebrum, with the 12 pairs of cranial nerves intact.

c.1-unit Plastinated Medial sagittal section of the brain – 180,000.00

- <u>Half of whole brain specimen with the pia mater removed, showing the medial structures of the</u> <u>cerebral hemisphere, brainstem, and cerebellum.</u>

d. 1-unit Plastinated horizontal section of the whole brain – 365,000.00

- Whole brain, horizontal section, three parts, dissected to show the inner structures of the brain. Axial slice of the cerebral hemisphere at the level of the where the basal ganglia, thalami, interventricular foramina and 3rd ventricle are seen.

e. 1-unit Plastinated coronal section of the whole brain - 384,000.00

- Whole brain, coronal section, about 10-12 slices of the brain at 5 10 mm thickness from the frontal pole to the occipital poles of the cerebral hemisphere, including the brainstem and cerebellum.
- f. 1-unit Plastinated Optic tract and optic radiation 310,000.00
 - <u>Dissected to show the medulla oblongata, midbrain, rhomboid and 10 pairs of cranial nerve</u> roots.
- g. 1-unit Plastinated Cerebellum 140,000.00
 - Dissected to show the cerebellar hemisphere, vermis and dependency structures

h. 1-unit Plastinated Arteries at the base of the brain - 252,000.00

- A whole brain specimen with the Sylvian fissures dissected away to reveal the course of the middle cerebral arteries, the frontal lobes dissected or teased apart to show the anterior cerebral arteries. The 3 pairs of cerebellar arteries must be preserved and demonstrated. Ideally the anterior spinal artery should be included if possible (though often destroyed in extraction of the brain). Also, dissected to show the basilar artery, internal carotid artery and the main branches.