

# Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City 1100
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# NOTICE OF AWARD NOA-2022-022

#### FAS DIAGNOSTIC GROUP INC.

1468 Lantin St., Paco,

Manila

Tel. No.: 249-8660 to 64 / Fax No.: 961-4671

Email Add: info@fas.ph

#### Dear Sir / Madam:

This is to inform you that based on the result of the Public Bidding conducted on November 8, 2021, for One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years for two (2) units Automated Identification and Susceptibility for Microorganism Test Machine under Invitation to Bid No. IB-2022-016, as per BAC Resolution No. R2022-00-035, your proposal was found to be the Singe Calculated and Responsive Bid (SCRB):

Item Description	Total Cost		
One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years for two (2) units Automated Identification and	Php 2,088,000.00		
Susceptibility for Microorganism Test Machine	for the 1st year		
(Refer to Terms of Reference and Annex "A" for detailed offer)	-		

You are hereby required to provide on or before 2 7 JAN 2022

the following:

- 1. Necessary contract for this purpose
- 2. Payment of Performance Security in either of the following forms:

FORM OF PERFORMANCE SECURITY	AMOUNT OF PERFORMANCE SECURITY		
,	(Equal to Percentage of the Total Contract Price)		
a) Cash or cashier's/ manager's check issued by a Universal or Commercial Bank	Five percent (5%)		
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	Php104,400.00 ,		
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%) Php626,400.00		

# NOTICE OF AWARD NOA-2022-022 FAS DIAGNOSTIC GROUP INC.

Failure to provide the Performance Security shall constitute sufficient ground for cancellation of the award and imposition of penalties/forfeiture corresponding to the Bid Security posted.

Very truly yours,
SONIA B. GONZALEZ, MD, MScHSM, MPM OIC, Executive Director
Conforme:
This is to certify that the company has authorized me to accept this award, sign all related documents and hold the company bound by rules and laws applicable thereto.
I further certify that I have chosen the following mode (as checked) as the form of retention money required of us under RA 9184 Sec. 62.1.
[ ] Bank Guarantee
[ ] 1% Deduction from claims on the first payment for staggered deliveries
Authorized Signatory (Signature over printed name)
Designation
Date

# PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

#### TERMS OF REFERENCE

#### 1. DESCRIPTION OF THE PROJECT

One (1) Lot Reagent Tie up Agreement for Three (3) Years on Supply and Delivery of Reagents with Installation, Commissioning and Free use of two (2) units Automated Identification and Susceptibility Test Machine.

#### 2. OBLIGATIONS OF THE SUPPLIER

- 2.1 Installation and Commissioning of the Machine and Peripherals
  2.1.1 Install, test and commission to the (1) units of automated identification and susceptibility test machine conforming to the required technical specifications including electrical safety of the machine such as uninterruptible compatible power supply at Philippine Children's Medical Center (PCMC) - Pathology Division within the required period.
  - Responsible for every installation step required to set up the machines including manpower, supplies, and materials for all civil works necessary to complete the installation at its own expense. The PCMC will only provide the tapping points for electricity and waste disposal as needed by the system.
  - Pay all related expenses and requirements on LIS connectivity including computer accessory like barcode scanner, keyboard and mouse.
  - Provide high-end printer including consumables which can produce an average volume print-outs of 10,000 pages per month for 24/7 operation.
  - Upgrade the software and provide supplemental test that may affect after 2.1.5 the update if necessary free of charge within the contract period.
  - Specify the conditions of delivery, such as packing and necessary 2.1.6 environmental requirements (such as data loggers/temperature monitoring) upon delivery.
  - Responsible for any loss or damage to the machine not caused by PCMC's 2.1.7 negligence.

# 2.2 Supply and Delivery of Reagents for Blood and Sterile Body Fluid Culture

- Supply and deliver the reagents for identification and susceptibility test within seven (7) calendar days after receipt of approved Delivery Order Slip (DOS) with a shelf life of at least one (1) year from date of delivery. Quantity may increase or decrease depending on patients' census 2.2.1.1 Guarantee letter should be provided in case expiration of the
  - delivered reagents is less than a year and to replace in case not consumed before its expiry date.
- 2.2.2 Guarantee that the quantity to be provided is sufficient to cover the required number of test. In case not sufficient, additional quantity shall be provided at no cost to PCMC.

Tests	Qty		
Gram positive culture	1000 .		
Gram positive susceptibility	900		
Susceptibility for Streptococcus	100		
Culture for Anacrobic	20		
Gram Negative culture	1560		

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Gram negative susceptibility	1000		
Culture for Candida	300		
Susceptibility for Candida	260		
Culture for Neisseria and Haemophilus	80		

- 2.2.3 Guarantee that there will be no price adjustment during the duration of the contract. However, this price protection guarantee shall no longer apply if there is a significant fluctuation (more than 10% from the current base price) on the peso-dollar foreign exchange rate, where it is deemed necessary to have a fair and reasonable price adjustment (no more than 10%), which shall be confirmed by both parties in writing. The price increase or decrease shall be done only once every year after the first year of the three (3) year-agreement period. Notice of the price adjustment shall be rendered at least 30 days before implementation provided that any price escalation agreed by herein parties shall be subject to all existing and future policies, guidelines as may be passed by the GPPB and NEDA.
- 2.2.4 Reagents delivered shall be free from any defect. Defective product and other consumables including arising from errors or malfunction of the machine and its accessories shall be replaced free of charge within seven (7) calendar days from receipt of notice which may be through email or SMS.
- 2.2.5 Ensure availability of the reagents equivalent of three (3) months inventory stored off-site to be used in conjunction with automated identification and susceptibility test machine with no minimum quantity per month. Quantity may increase or decrease depending on patients census.
- 2.2.6 Ensure reagents for identification and susceptibility tests adhere to currently accepted standards at all times following strict standard operating procedures.

# 2.3 Warranty/Service and Maintenance

- 2.3.1 Guarantee the serviceable lifespan of automated identification and susceptibility tests machine are at least three (3) years after the acceptance test.
- 2.3.2 Bind itself to service and maintain the equipment in good working condition, free of charge, during the duration of the contract. This warranty includes availability of spare parts and semi annual calibration/preventive maintenance, with corresponding certificate/service report and sticker.
- 2.3.3 Guarantee that, in the event of machine malfunction, the service response time via phone call is within thirty (30) minutes and the Field Service Engineer renders service promptly within three (3) hours after notification twenty four (24) hours a day seven (7) days a week, including holidays.
- 2.3.4 Provide service unit of same model within twenty four (24) hours upon receipt of notification in case machine still malfunctioning for a maximum period of eight (8) hours.

# 2.4 Training and Technical Service Support

2.4.1 Provide End-user's orientation and training on the proper operation, minor troubleshooting and maintenance of the equipment by the Principal Manufacturer /Distributor's certified trainer within seven (7) days upon installation until the End-users can operate the equipment confidently and shall issue a Certificate of Training to all participants.

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2.4.2 Provide training updates and quality-related lectures, training, and workshop to personnel when necessary free of charge.:

# 2.5 Green Procurement

2.5.1 Observe and comply with PCMC's policy on green procurement while contract is enforced.

# 3. DURATION OF THE CONTRACT

- 3.1 This Agreement shall be valid for three (3) years or until December 31, 2024 whichever comes earlier.
- 3.2 Staggered delivery and staggered payment, subject to government accounting and auditing, rules and regulations.
- 3.3 Both parties shall not assign or transfer any portion of this Agreement nor any item of the machine without prior written consent of the other.

#### 4. OTHER PROVISIONS

- 4.1 PCMC shall not be liable for any failure to perform under this machine placement agreement due to *force majeure*, strikes (legal or illegal), lockouts, fires, flood or water damage, riots, governmental acts or orders, interruption of transportation, inability to obtain materials upon reasonable prices or terms, or any other cause beyond its control.
- 4.2 In the event that either party fails to perform under, or commits, or allows to be committed, a breach of any to covenants and conditions of this Agreement and other provisions contained in the bidding documents, the other party shall notify such party in writing of such failure or default. The breaching party shall then have the right to remedy such failure or default within thirty (30) days from receipt of such notice, otherwise, the other party may terminate this Agreement immediately upon notice of its failure to remedy such breach.
- 4.3 Should the parties be constrained to resort to court action, the losing party shall pay the prevailing party an amount equivalent to twenty percent (20%) of the total amount claimed, and as by way of attorney's fees but not less than Twenty Thousand Pesos (20,000.00). Venue of such shall be laid exclusively in Quezon City, Metro Manila.

CONFORME:

Joyce Ann Lorenzo

Authorized Signatory

09275042254/09338731933 Contact No:

FAS DIAGNOSTIC GROUP, INC.

Signaturé over printed name

Name of Company/Firm

info@fas.ph

Company's Official Email Address (where notices will be sent) (+632) 249-8660 to 64

Company's Official Contact No.

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FAS DIAGNOSTIC GROUP INC. 1468 Lantin Street, Paco, Manila, Philippines, 1007 TEL, NOS. (02) 249 8660 to 64 FAX NOS. (02) 961 46

	Item Description					
Tv	vo (2) units Automated machine					
	Brand: Biomerieux Vitek 2 Compact 60					
I. :	Specifications:					
1	Capable of performing identification and susceptibility test of gram (-), gram (+), microorganisms including fungi, neisseria/ haemophilus and anaerobic organisms					
2	Highly automated system capable to give the result on the same day.					
3	Has the expert system that can access patients data, quality control and bacterial resistance mechanism					
4	Capable of performing at least thirty (30) samples at a given time					
5	Presence of pre-applied barcodes for maximum traceability.					
6	Less hands on time, no reagent preparation					
7	Can identify to species level, susceptibility test results in MIC.					
8	Can automatically identifies MRSA (+) and ESBL (+)					
9	Table top machine					
10	Lightweight materials to lessen the cost of waste disposal					
11	With data management integration from isolation/detection to identification and susceptibility system					
12	With CE markings					
Тс	tal Number of tests that should be covered by the proposal including all consumables needed (see attached)					
DI	ELIVERY PERIOD: Within seven (7) working days from receipt of the Delivery Order Slip					
Сс	onforme:					

Authorized Signatory (Signature	over printed name)
Designation/Position	
Date:	

# ANNEX A (attachment) NOA-2022-022 FAS DIAGNOSTIC GROUP INC.

	otal Number of tests that Reagents/ Consumables needed to complete the required number of tests									
should be covered by the proposal including all consumables needed:		al including all ables needed:	Description	Brand	Packing	No. of Tests	No. of test per kit or per pack	No. of Kits	Unit Cost per kit or per pack	Total Cost
FOC -	Free (	of charge								
1,000	test	Gram positive culture	Vitek 2 GP ID	Biomerieux	20 cards/kit	1	20	50	8,000.00	400,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3		FOC
			Unsensitized Tubes	Biomerieux	2000s	2,000	2,000	1		FOC
900	test	Gram positive susceptibility	Vitek 2 GP67	Biomerieux	20 cards/kit	900	20	45	8,000.00	360,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Blue Tips	Biomerieux	2000s	2,000	2,000	1	-	FOC
100	test	Susceptibility for Streptococcus	Vitek 2 ST03	Biomerieux	20 cards/kit	100	20	5	8,000.00	40,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Blue Tips	Biomerieux	2000s	2,000	2,000	1	-	FOC
20	test	Culture for Anaerobic	Vitek 2 ANC	Biomerieux	20 cards/kit	20	20	1	8,000.00	8,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Unsensitized Tubes	Biomerieux	2000s	2,000	2,000	1	-	FOC
1,560	test	Gram negative culture	Vitek 2 GN ID	Biomerieux	20 cards/kit	1,560	20	78	8,000.00	624,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Unsensitized Tubes	Biomerieux	2000s	2,000	2,000	1	-	FOC
1,000	test	Gram negative susceptibility	Vitek 2 N261	Biomerieux	20 cards/kit	1,000	20	50	8,000.00	400,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Yellow Tips	Biomerieux	2000s	2,000	2,000	1		FOC
300	test	Culture for candida	Vitek 2 YST	Biomerieux	20 cards/kit	300	20	15	8,000.00	120,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Unsensitized Tubes	Biomerieux	2000s	2,000	2,000	1	- / - /-	FOC
260	test	Susceptibility for Candida	Vitek 2 YS08	Biomerieux	20 cards/kit	260	20	13	8,000.00	104,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Blue Tips	Biomerieux	2000s	2,000	2,000	1	J- 1-	FOC
80	test	Culture for Neisseria and Haemophilus	Vitek 2 NH ID	Biomerieux	20 cards/kit	80	20	4	8,000.00	32,000.00
			0.45% Airlife Saline Solution	Biomerieux	1000 ml	300	300	3	-	FOC
			Unsensitized Tubes	Biomerieux	2000s	2,000	2,000	1	-	FOC
* inclu	ding c	controls and calibrate	ors							
-							C	RAND	TOTAL	2,088,000.00
<u> </u>				GRAND TOTAL				2,000,000.0		