

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

**SUPPLY AND DELIVERY OF MEDICAL INSTRUMENTS  
IB No. 2023-10-082-G**

**Sixth Edition  
July 2020**

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# ***Section I. Invitation to Bid***

**FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER**  
*QUIRINO, LUNA, APAYAO*

**INVITATION TO BID FOR**  
**SUPPLY AND DELIVERY OF MEDICAL INSTRUMENTS**  
**IB NO. 2023-10-082-G**

1. The FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER, through the INTERNALLY GENERATED FUND 2023 intends to apply the sum of PhP 1,284,500.00 being the ABC to payments under the contract for the SUPPLY AND DELIVERY OF MEDICAL INSTRUMENTS. Bids received in excess of the ABC for each item shall be automatically rejected at bid opening.

**LINE ITEM PROCUREMENT:**

Unit	Item Description	Quantity	Unit Cost	Total Cost
pcs	Bed Pan(stainless)	50	3,500.00	75,000.00
pcs	Instrument tray with cover without holes(250x160x45mm)	10	2,500.00	25,000.00
pcs	Instrument tray with cover without holes(200x110x45mm)	10	2,500.00	25,000.00
pcs	Instrument tray with cover without holes(300x200x45mm)	10	2,500.00	25,000.00
pcs	Medicine Tray(stainless steel with handle 18x14x2")	15	5,000.00	75,000.00
pcs	Clip board aluminum(A4)	50	550.00	27,500.00
pcs	Stainless Steel Cream Gauze Can(160x154mm)	5	2,500.00	12,500.00
pcs	Stainless Steel Cream Gauze Can(120x120mm)	25	2,500.00	62,500.00
pcs	Stainless Steel Cream Gauze Can(90x90mm)	35	2,500.00	87,500.00
pcs	Urinals portable stainless	30	3,500.00	105,000.00
pcs	Kelly Curve Small 5.5"	10	1,000.00	10,000.00
pcs	Kelly Straight small 5.5"	10	1,000.00	10,000.00
pcs	Kelly Straight Long 8"	3	1,000.00	3,000.00
pcs	Kelly Curve Long 8"	9	1,000.00	9,000.00
pcs	Kelly MEdium Curve 7"	10	1,000.00	10,000.00
pcs	Kelly Medium straight 7"	10	1,000.00	10,000.00
pcs	Kidney Basin Large 204x130mm	15	2,500.00	37,500.00
pcs	Kidney Basin Medium 190x116 mm	20	2,500.00	50,000.00
pcs	Kidney Basin Small 178x104mm	20	2,500.00	50,000.00
pcs	Mayo Scissor Curve large 18cm	10	2,500.00	25,000.00
pcs	Mayo Scissor Staright large 18cm	10	2,500.00	25,000.00
pcs	Mayo scissors curve medium 16cm	5	2,500.00	12,500.00
pcs	Mayo scissors straight medium 16cm	5	2,500.00	12,500.00
pcs	Metz straight long 8"	5	2,500.00	12,500.00
pcs	Metz straight medium 7"	5	2,500.00	12,500.00
pcs	Metz Curve medium 7"	5	2,500.00	12,500.00
pcs	Metz Curve long 8"	5	2,500.00	12,500.00
pcs	Mosquito curve 5.5"	10	1,000.00	10,000.00

pcs	Mosquito straight 5.5"	10	1,000.00	10,000.00
pcs	Needle holder long 8"	10	1,500.00	15,000.00
pcs	Needle holder medium 7"	10	1,500.00	15,000.00
pcs	Ovum forcep 10"	10	1,000.00	10,000.00
pcs	Dressing Trolley (670x450x1000mm)	3	25,000.00	75,000.00
pcs	Stainless steel forceps bucket(straight)80x200mm	10	2,500.00	25,000.00
pcs	Stainless steel forceps bucket(straight)64x160mm	10	2,500.00	25,000.00
pcs	Stainless steel forceps bucket(straight)45x113mm	10	2,500.00	25,000.00
pcs	Soaking Tray with cover Small 8x5x2 inches	10	2,500.00	25,000.00
pcs	Soaking Tray with cover Small 12x8x2 inches	10	2,500.00	25,000.00
pcs	Stainless pail(10 Litre) with holder	10	5,000.00	50,000.00
pcs	Tissue Forcep non toothed 6 inches	20	1,000.00	20,000.00
pcs	Tissue Forcep toothed 6 inches	20	1,000.00	20,000.00
pcs	Bed Pan(stainless)	50	3,500.00	175,000.00
pcs	Instrument tray with cover without holes(250x160x45mm)	10	2,500.00	25,000.00
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pcs	Tissue Forcep toothed 6 inches	20	1,000.00	20,000.00

2. The FNLGHTC now invites bids for the above Procurement Project. Delivery of the Goods is required by 60 days Upon Receipt of NTP. Bidders should have completed, within **2 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Far North Luzon General Hospital & Training Center, Procurement Office - Administrative Building** and inspect the Bidding Documents at the address given below during **Monday – Friday, 8:00AM – 5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 7-November 20, 2023** from the given address and website(s) below upon payment of nonrefundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00**. The Procuring Entity shall allow the bidder **to present its proof of payment for the fees in person**.

It may also be downloaded free of charge from the website of the Procuring Entity, provided that the Bidders shall pay the nonrefundable fee for the bidding documents not later than the submission of their bids.

6. The **FNLGHTC** will hold a Pre-Bid Conference<sup>1</sup> on **November 7, 2023, 1:00 PM** at **Far North Luzon General Hospital & Training Center, DAD's Hall - Administrative Building** which shall be open to prospective bidders.
7. Bids must be duly receive by the BAC Secretariat through manual submission at the office address indicated below, on or before **November 20, 2023 1:00PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 20, 2023 1:00PM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Far North Luzon General Hospital and Training Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
*[JULIET A. CABRERA]*  
*[PROCUREMENT OFFICE]*  
*[FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER, QUIRINO LUNA, APAYAO]*  
*[julietcabrera30@yahoo.com]*  
*[0918-9065148]*
12. You may visit the following websites:

For downloading of Bidding Documents: [<http://fnlghtc.doh.gov.ph>]

  
FELIPE R. AGBISIT, MD, FPSMS, MHA  
BAC CHAIRMAN

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, FNLGHTC wishes to receive Bids for the SUPPLY AND DELIVERY OF MEDICAL INSTRUMENTS, with identification IB No. 2023-10-082-G.

The Procurement Project (referred to herein as “Project”) is composed of 41 ITEMS. 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 the INCOME GENERATED FUND 2023 in the amount of 1,284,500.00.
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act or Special Appropriations.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. 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 of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

7.1 The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical, Financial Documents and Annexes)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **March 19, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit “**Original Copy**”, “**Copy 1**” and “**Copy 2**” of the first and second components of its Bid.

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

- All submitted documents should be placed in **ORANGE ENVELOPE AND FOLDER**.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

- 19.3. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

- 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.

## **21. Signing of the Contract**

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

### *Section III. Bid Data Sheet*



# Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be:  a. SUPPLY AND DELIVERY OF MEDICAL INSTRUMENTS completed within 2 Years prior to the deadline for the submission and receipt of bids.		
7.1	Subcontracting is not Allowed		
12	The price of the Goods shall be quoted DDP Far North Luzon General Hospital and Training Center or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.		
19.3	<b>Unit</b>	<b>Item Description</b>	<b>Quantity</b>
	pcs	Bed Pan(stainless)	50
	pcs	Instrument tray with cover without holes(250x160x45mm)	10
	pcs	Instrument tray with cover without holes(200x110x45mm)	10
	pcs	Instrument tray with cover without holes(300x200x45mm)	10
	pcs	Medicine Tray(stainless steel with handle 18x14x2")	15
	pcs	Clip board aluminum(A4)	50
	pcs	Stainless Steel Cream Gauze Can(160x154mm)	5
	pcs	Stainless Steel Cream Gauze Can(120x120mm)	25
	pcs	Stainless Steel Cream Gauze Can(90x90mm)	35
	pcs	Urinals portable stainless	30
	pcs	Kelly Curve Small 5.5"	10
	pcs	Kelly Straight small 5.5"	10
	pcs	Kelly Straight Long 8"	3
	pcs	Kelly Curve Long 8"	9
	pcs	Kelly MEdium Curve 7"	10
	pcs	Kelly Medium straight 7"	10
	pcs	Kidney Basin Large 204x130mm	15
	pcs	Kidney Basin Medium 190x116 mm	20

	pcs	Kidney Basin Small 178x104mm	20
	pcs	Mayo Scissor Curve large 18cm	10
	pcs	Mayo Scissor Staright large 18cm	10
	pcs	Mayo scissors curve medium 16cm	5
	pcs	Mayo scissors straight medium 16cm	5
	pcs	Metz straight long 8"	5
	pcs	Metz straight medium 7"	5
	pcs	Metz Curve medium 7"	5
	pcs	Metz Curve long 8"	5
	pcs	Mosquito curve 5.5"	10
	pcs	Mosquito straight 5.5"	10
	pcs	Needle holder long 8"	10
	pcs	Needle holder medium 7"	10
	pcs	Ovum forcep 10"	10
	pcs	Dressing Trolley (670x450x1000mm)	3
	pcs	Stainless steel forceps bucket(straight)80x200mm	10
	pcs	Stainless steel forceps bucket(straight)64x160mm	10
	pcs	Stainless steel forceps bucket(straight)45x113mm	10
	pcs	Soaking Tray with cover Small 8x5x2 inches	10
	pcs	Soaking Tray with cover Small 12x8x2 inches	10
	pcs	Stainless pail(10 Litre) with holder	10
	pcs	Tissue Forcep non toothed 6 inches	20
	pcs	Tissue Forcep toothed 6 inches	20
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>		
21.2	To submit <b><u>USB in excel format for the Financial Bid Documents</u></b>		

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><b>For Goods supplied from abroad:</b>            “The delivery terms applicable to the Contract are DDP delivered Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao. In accordance with INCOTERMS.”</p> <p><b>For Goods supplied from within the Philippines, state:</b>            “The delivery terms applicable to this Contract are Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Christopher Estelon</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Three (3) Years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within One (1) month 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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p>



	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
4	No Further Instruction

## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Delivery Period and Location</b>
	ALL ITEMS			With-in 60 days upon receipt of Notice to Proceed at FNLGHTC

## ***Section VII. Technical Specifications***

## **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>

## TERMS OF REFERENCE

**Name of Project:**

**Procurement of Semi expendable Medical Equipment**

**Technical Specifications:**

Bed Pan(stainless)	14"L x 12"W X 4"D
Instrument tray	(250x160x45mm) with cover without holes
Instrument tray	with cover without holes (200x110x45mm)
Instrument tray	with cover without holes (300x200x45mm)
Medicine Tray	with handle 18"x14"x2"
Clip board	A4 size
Stainless Steel Cream Gauze Can	160x154mm
Stainless Steel Cream Gauze Can	120x120mm
Stainless Steel Cream Gauze Can	90x90mm
Urinals portable stainless	Volume: 2 liters
Kelly Curve Small	5.5"
Kelly Straight small	5.5"
Kelly Straight Long	8"
Kelly Curve Long	8"
Kelly Medium Curve	7"
Kelly Medium straight	7"
Kidney Basin Large	204x130mm
Kidney Basin Medium	190x116 mm
Kidney Basin Small	178x104mm
Mayo Scissor Curve large	18cm
Mayo Scissor Straight large	18cm
Mayo scissors curve medium	16cm
Mayo scissors straight medium	16cm
Metz straight long	8"
Metz straight medium	7"
Metz Curve medium	7"
Metz Curve long	8"
Mosquito curve	5.5"

Mosquito straight	5.5"
Needle holder long	8"
Needle holder medium	7"
Ovum forceps	10"
Dressing Trolley	(670x450x1000mm) with 2 drawers and 1 bucket
Stainless steel forceps bucket(straight)	80x200mm
Stainless steel forceps bucket(straight)	64x160mm
Stainless steel forceps bucket(straight)	45x113mm
Soaking Tray with cover Small	8x5x2 inches
Soaking Tray with cover Small	12x8x2 inches
Stainless pail	10 Litre with holder
Tissue Forceps non toothed	6 inches
Tissue Forceps toothed	6 inches

Note: All items are stainless steel.

**Delivery Period:**

- The delivery of the items must be completed within 60 calendar days upon receipt of the Notice to Proceed.
- The supplier shall replace any item or part in the equipment that is found to be defective or missing or not in compliance with the specifications given.

**Inclusion:**

- Free delivery of the items.

## *Section VIII. Checklist of Technical and Financial Documents*

### **CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

PROJECT:

APPROVED BUDGET FOR THE CONTRACT (ABC):

COMPANY:

DATE & TIME OF OPENING OF BIDS:

REQUIREMENTS	REMARKS	
	PASS	FAIL

#### **I. TECHNICAL COMPONENT ENVELOPE**

##### *Class "A" Documents*

##### **Legal Documents**

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;		
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##### **Technical Documents**

2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>		
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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 No. 9184, within the relevant period as provided in the Bidding Documents; <b>and</b>		
4. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration; <b>and</b>		
5. Conformity with the Technical Specifications, which includes production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>		
6. Original duly signed Omnibus Sworn Statement (OSS); (10 items) <b>and</b> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.		

**Financial Documents**

7. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.		
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**Class "B" Documents**

8. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> 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.		
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REQUIREMENTS	REMARKS	
	PASS	FAIL

**II. FINANCIAL COMPONENT ENVELOPE**

1. Original of duly signed and accomplished Financial Bid Form; <b>and</b>		
2. Original of duly signed and accomplished Price Schedule(s).		
3. Electronic copy of Financial Bid Form in <b>USB (Excel Form)</b>		

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

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

**ANNEXES**

1. Authorized Representative of the Company		
2. Official Receipt that Bid Documents were purchased ( <i>photocopy but present original</i> )		
3. Company Profile (name of Company/Business Address/Telephone Numbers/E-mail Address)		
4. List and location of branches (if any)		
5. Bank Certification (for LDDAP purposes) a. Name of Account b. Account Number		

c. Branch of Bank d. That the Bank is a member of the clearing & settlement system		
6. List of Man Power and Organizational Chart		
7. PhilGEPS Documents Request List		
8. Latest ITR (electronically filed) and Business Tax Returns		

\_\_\_\_\_ RESPONSIVE

\_\_\_\_\_ NON-RESPONSIVE

\_\_\_\_\_  
BAC Member  
(Signature over Printed Name)

\_\_\_\_\_  
BAC Secretariat  
(Signature over Printed Name)

\_\_\_\_\_  
TWG Member  
(Signature over Printed Name)

\_\_\_\_\_  
Authorized Representative  
(Signature over Printed Name)

\_\_\_\_\_  
COA Representative  
(Signature over Printed Name)

\_\_\_\_\_  
NGO Representative/Observer  
(Signature over Printed Name)



