

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND
TESTING OF CARDIOVASCULAR EQUIPMENT**

IB No. 2023-10-084-G

Sixth Edition

July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations
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Section I. Invitation to Bid.....3

Section II. Instructions to Bidders.....6

1.	Scope of Bid	7
2.	Funding Information.....	7
3.	Bidding Requirements	7
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	7
5.	Eligible Bidders.....	7
6.	Origin of Goods	9
7.	Subcontracts	9
8.	Pre-Bid Conference	9
9.	Clarification and Amendment of Bidding Documents	9
10.	Documents comprising the Bid: Eligibility and Technical Components	9
11.	Documents comprising the Bid: Financial Component	10
12.	Bid Prices	10
13.	Bid and Payment Currencies	10
14.	Bid Security	11
15.	Sealing and Marking of Bids	11
16.	Deadline for Submission of Bids	11
17.	Opening and Preliminary Examination of Bids	11
18.	Domestic Preference	12
19.	Detailed Evaluation and Comparison of Bids	12
20.	Post-Qualification	12
21.	Signing of the Contract	12

Section III. Bid Data Sheet**13**

Section IV. General Conditions of Contract**15**

1.	Scope of Contract	16
2.	Advance Payment and Terms of Payment	16
3.	Performance Security	16
4.	Inspection and Tests	16
5.	Warranty	17
6.	Liability of the Supplier	17

Section V. Special Conditions of Contract**18**

Section VI. Schedule of Requirements**23**

Section VII. Technical Specifications**23**

Section VIII. Checklist of Technical and Financial Documents**31**

Section I. Invitation to Bid

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

INVITATION TO BID FOR
SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF
CARDIOVASCULAR EQUIPMENT
IB NO. 2023-10-084-G

1. The FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER, through the INTERNALLY GENERATED FUND 2023 intends to apply the sum of PhP 2,588,000.00 being the ABC to payments under the contract for the SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF cardiovasul EQUIPMENT. 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
SET	FORCE OSCILLATION TECHNIQUE MACHINE (PFT for pediatric patients and Neuromuscular disordered patients)	1	1,450,000.00	1,450,000.00
SET	12 - 18 LEADS ECG COMPACT & HEAVY DUTY WITH TROLLEY (Easy-to-view LCD color; Easy data entry; Easy data Transfer by Wired or Wireles LAN; Cart ; Patient Cable Hanger; Tray Set; USB Back up & Computer Unit)	2	569,000.00	1,138,000.00

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 conduct 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 Conference¹ on **November 7, 2023, 3:00 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 3:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 20, 2023 3:00 PM** 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:
[JULIETA. 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

¹ 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, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF MEDICAL EQUIPMENT FOR HEMODIALYSIS UNIT, with identification IB No. 2023-10-084-G.

The Procurement Project (referred to herein as “Project”) is composed of 2 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 2,588,000.00.

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 Declaration² 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 **YELLOW 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.

² 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: <ul style="list-style-type: none"> a. SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND TESTING OF CARDIOVASCULAR EQUIPMENT 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: <ul style="list-style-type: none"> 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	Unit	Item Description	Quantity	Unit Cost
	SET	FORCE OSCILLATION TECHNIQUE MACHINE (PFT for pediatric patients and Neuromuscular disordered patients)	1	1,450,000.00
	SET	12 - 18 LEADS ECG COMPACT & HEAVY DUTY WITH TROLLEY (Easy-to-view LCD color; Easy data entry; Easy data Transfer by Wired or Wireless LAN; Cart ; Patient Cable Hanger; Tray Set; USB Back up & Computer Unit)	2	569,000.00
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>			
21.2	To submit <u>USB in excel format for the Financial Bid Documents</u>			

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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad: “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>For Goods supplied from within the Philippines, state: “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 Mr. Christopher Estelon.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

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

	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.

Item Number	Description	Quantity	Unit of Measure	Delivery Period and Location
	ALL ITEMS			With-in 60 days After NTP 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
		<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>

Name of the Project

Supply, Delivery, Installation, Testing and Commissioning of Brand New FORCE OSCILLATION TECHNIQUE MACHINE

SPECIFICATIONS:

FLOW MEASUREMENT: Mesh type RANGE: ± 1.5 L/s LINEARITY: $\pm 2\%$ MOUTH PRESSURE Range: ± 25 cm H ₂ O MOUTH PRESSURE LINEARITY: 0.05% full scale RESOLUTION: 0.015 cm H ₂ O DIMENSIONS Height: 12.2 in (31 cm) Width: 11.4 in (29 cm) Depth: 10.2 in (26 cm) WEIGHT: 14.7 lbs (6.4 kg) with support arm

Device only: 9.4 lbs (4.3 Kg)

TESTING “WITHIN BREATH” SIGNALS MODE

SINGLE FREQUENCY :5, 6, 8, 10 Hz

MULTIPLE FREQUENCY :5 + 11 + 19 Hz

PSEUDO RANDOM NOISE (PSRN): 5-37 Hz

MEASUREMENT ACCURACY

FOR IMPEDANCE PARAMETERS: $\leq \pm 0.1$ cmH₂O/L/s or $\leq \pm 9\%$ of the measured value

FOR BREATHING PATTERN PARAMETERS: $\leq 10\%$ of the measured value

FOR VOLUME PARAMETERS: $\leq \pm 100$ mL or $\leq \pm 3.5\%$ of the measured value

PRESSURE: ± 100 PA

ENVIRONMENTAL SENSOR* Temperature: $\pm 1^\circ\text{C}$ Humidity: $\pm 3\%$ (relative humidity)

CALIBRATION: Factory calibration according to international recommendations + auto-zeroing of the sensors before each measurement Calibration check with a test object (supplied with the device) and with a 3L calibration syringe (not supplied with the device), required for the measurement of slow spirometry volumes.

PATIENT LOAD 0.55-0.69 cm H₂O/L/s in the frequencies of normal breathing (0.1-1 Hz)

DEAD SPACE: 35 mL

CONNECTIVITY 2 full-speed (2.0) USB ports | 1 USB-OTG Ethernet 10/100/1000 HDMI

PROCESSOR AND MEMORY: Dual core architecture, including a Cortex™-A9 1GHz processor, 1GB RAM, 8 GB flash memory DISPLAY 10.1 in (25.7 cm) HD color display with multi-touch capacitive touchscreen and anti-glare film (can be used with medical gloves).

ELECTRICAL SPECIFICATIONS: Medical grade 100/240 V, 50/60 Hz 60 W input AC/15 VDC output power supply (included)

STAND-BY CURRENT: 500 Ma

AVERAGE CURRENT: 1500 mA

MATERIALS EXTERNAL CASE: ABS

SUPPORT ARM: Aluminum

LOUDSPEAKER MEMBRANE: Silicone rubber

Inclusions

- (1) Central Unit Computer (HP) with printer
- Designed trolley for FOT
- (1) Dedicated chair for patients
- Cover Lines for the machine
- (5) Nose Clips
- Trainings for RTRPs

Documentary Requirements

1. Product brochure or technical data sheet(s) of the equipment showing technical specifications in English Language.
2. Valid and current Certificate of Compliance of manufacturer of the equipment with the latest version of ISO 13485: Quality Management System-Requirement for Regulatory purposes in the name of the MANUFACTURER. The Certificates must be issued by an independent Certifying Body/Agency.
3. Valid Certificate of Authorization, Registration Approval or Free Sale Certificate for Each Equipment issued by the Health Authority in the Country of Origin.
4. List and Address of the equipment Manufacturer's Branch Office, sales office and/or distributor's office in EUROPE, USA , CANADA or JAPAN.
5. Valid Certificate of Distributorship issued by the Manufacturer of each equipment, authorizing the Bidder to sell/Distribute the offered equipment.
6. Proof (such as sales invoice) that the Brand of Equipment has been sold to other health Facilities in the Philippines.
7. Notarized Certificate from the Bidder:
 - a) That the brand of equipment has been in the local and/or international market for at least ten (10) years.
 - b) That the equipment and its accessories are BRAND NEW, Unused, Not Discontinued Models and were Not SUBJECTED To Any Product Recall.
8. Bidder's Valid and Current License to Operate (LTO) as a medical device distributor issued by the Philippine Food and Drug Administration. In case of Expired LTO, the following must be submitted: i) Copy of Expired LTO, ii) Application for Renewal, iii) Official Receipt as proof of payment for the Renewal of LTO.

Requirement If Awarded the Contract

1. **Delivery: 30 – 60 Days**
2. **Completion Period:** The Delivery, Installation, Testing and Commissioning of the equipment and its accessories, including the training of End-Users and Maintenance Staff must be Completed within _____ Calendar Days upon receipt of the Notice to Proceed.
3. **Testing:** Prior to Acceptance, the END-USER Shall Conduct Physical Inspection and Functionality Test. The Equipment must be Functioning and Must Have No Physical DAMAGE and DEFECT.
4. **Training:** The Supplier shall provide training on the Proper Use and Maintenance of the Equipment to the END-USER(S) and to the Hospital Maintenance Staff.

5. **Warranty:** Warranty Certificate for Two (2) Years on Parts and On Services. The supplier shall
 Either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period commence from the date of acceptance by the End-User after Testing and Commissioning.
6. **Notarized undertaking** that the supplier shall conduct the necessary corrective maintenance within five (5) Calendar Days upon Notification of Equipment Breakdown from the END-USER. The Undertaking shall include a statement that the Number days where the Equipment is Unusable due to Defective Material or Workmanship, Shall Be Added to the Warranty Period.
7. **Manuals:** The Supplier must provide the End-User one (1) Hard preferably Booklet Type and One (1) Soft Copy of the Following:
- a) Service Manual In English Language
 - b) Operational Manual In English Language

**Supply, Delivery, Installation, Testing and Commissioning of Brand New
 12 – 18 LEADS ECG MACHINE WITH
 COMPLETE SET**

SPECIFICATIONS:

Key Features

- Meets IEC60601-2-51 international standard for digital electrocardiographs specifying accuracy and digital filter performance
- 12 – 18 lead waveforms can be confirmed at a glance on the angled display and ECG analysis
- ECG analysis by ECAPS 12C interpretation program
- Thermal array recorder
- Built-in LAN capability,
- ECG data can be reviewed and managed on a PC with ECG Viewer software
- A rechargeable battery provides more than 120 minutes of measurement and recording
- Compact and lightweight

Design Features

- Dimensions: W x H x mm
- Weight: kg (without AC adapter, battery and recording paper)
- Battery operation time: 180 minutes
- Display: 5- inch, 800 x 480 dpi, color TFT
- Number of channels: 3

- Paper speed: 25, 50mm/s
- Recording paper: 63mm width
- Safety and performance standards: IEC 60601-1: Ed3.1: 2012
 - IEC 60601-2-25: 2011
 - IEC 60601-2:2014

ECG 3150 is designed to ensure Quality diagnosis, Quality examination anywhere, and Quality accessibility.

Quality diagnosis

- Complies with the IEC60601-2-25 international standard for electrocardiographs.
- Advanced filtering technology eliminates noise with less waveform distortion.
- ECG analysis program, ECAPS12C provides more than 300 findings with detailed analysis including Brugada type ECG interpretation.
- 12 inch color display realizes clear 12-lead ECG monitoring. Alert message and guide function help operators check cause of error.
- The most recent 3 minutes of all lead ECG waveforms can be stored internally, and a part which should be recorded and analyzed can be selected.

Quality examination anywhere

- The ultra-lightweight body, 1.5 kg, and the compact size enable stress-free portability
- A long-life rechargeable NiMH battery realizes more than 180 minutes of measurement and recording
- Quality accessibility
- Data can be output via wired LAN or built-in wireless LAN module
- An USB memory can be used as an external storage
- Patient information can be received from external server. And report can be output in DICOM or PDF format which realize greater data integration with various data management system
- Web server function offers simple and unique solution. Data can be accessed, reviewed and extracted as PDF file via web browser

Inclusions

- Brand New Unit
- AVR
- Charger Accessories intact
- Manufacture design trolley with smooth wheels
- (2) USB for Data storage
- (10) Wall acrylic frame for instructional operation
- Linen cover

Documentary Requirements
<p>9. Product brochure or technical data sheet(s) of the equipment showing technical specifications in English Language.</p> <p>10. Valid and current Certificate of Compliance of manufacturer of the equipment with the latest version of ISO 13485: Quality Management System-Requirement for Regulatory purposes in the name of the MANUFACTURER. The Certificates must be issued by an independent Certifying Body/Agency.</p> <p>11. Valid Certificate of Authorization, Registration Approval or Free Sale Certificate for Each Equipment issued by the Health Authority in the Country of Origin.</p> <p>12. List and Address of the equipment Manufacturer’s Branch Office, sales office and/or distributor’s office in JAPAN country.</p> <p>13. Valid Certificate of Distributorship issued by the Manufacturer of each equipment, authorizing the Bidder to sell/Distribute the offered equipment.</p> <p>14. Proof (such as sales invoice) that the Brand of Equipment has been sold to other health Facilities in the Philippines.</p> <p>15. Notarized Certificate from the Bidder:</p> <ul style="list-style-type: none"> c) That the brand of equipment has been in the local and/or international market for at least ten (10) years. d) That the equipment and its accessories are BRAND NEW, Unused, Not Discontinued Models and were Not SUBJECTED To Any Product Recall. <p>16. Bidder’s Valid and Current License to Operate (LTO) as a medical device distributor issued by the Philippine Food and Drug Administration. In case of Expired LTO, the following must be submitted: i) Copy of Expired LTO, ii) Application for Renewal, iii) Official Receipt as proof of payment for the Renewal of LTO.</p>
Requirement If Awarded the Contract
<p>8. Delivery: 30 – 60 Days</p> <p>9. Completion Period: The Delivery, Installation, Testing and Commissioning of the equipment and its accessories, including the training of End-Users and Maintenance Staff must be Completed within _____ Calendar Days upon receipt of the Notice to Proceed.</p>

- 10. **Testing:** Prior to Acceptance, the END-USER Shall Conduct Physical Inspection and Functionality Test. The Equipment must be Functioning and Must Have No Physical DAMAGE and DEFECT.
- 11. **Training:** The Supplier shall provide training on the Proper Use and Maintenance of the Equipment to the END-USER(S) and to the Hospital Maintenance Staff.
- 12. **Warranty:** Warranty Certificate for Two (2) Years on Parts and On Services. The supplier shall
 Either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period commences from the date of acceptance by the End-User after Testing and Commissioning.
- 13. **Notarized undertaking** that the supplier shall conduct the necessary corrective maintenance within five (5) Calendar Days upon Notification of Equipment Breakdown from the END-USER. The Undertaking shall include a statement that the Number days where the Equipment is Unusable due to Defective Material or Workmanship, Shall Be Added to the Warranty Period.
- 14. **Manuals:** The Supplier must provide the End-User one (1) Hard preferably Booklet Type and One (1) Soft Copy of the Following:
 - c) Service Manual In English Language
 - d) Operational Manual In English Language

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; 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 No. 9184, within the relevant period as provided in the Bidding Documents; and		
4. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and		
5. Conformity with the Technical Specifications, which includes production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and		
6. Original duly signed Omnibus Sworn Statement (OSS); (10 items) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.		

Financial Documents

7. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.		
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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; 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.		
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REQUIREMENTS	REMARKS	
	PASS	FAIL

II. FINANCIAL COMPONENT ENVELOPE

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

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)

