PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF CARDIOPULMONARY SUPPLIES

(EARLY PROCUREMENT ACTIVITY)

IB NO. 2025-01-003-G-EPA

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW - Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines Department of Health FAR NORTH LUZON GENERAL HOSPITAL AND TRAINING CENTER



Quirino, Luna, Apayao

INVITATION TO BID FOR SUPPLY AND DELIVERY OF CARDIOPULMONARY SUPPLIES

1. The Far North Luzon General Hospital and Training Center, through the National Expenditure Program 2025 intends to apply the sum of Ten Million One Hundred Sixty Thousand Seven Hundred Pesos (Php10,160,700.00) being the ABC to payments under the contract for Supply and Delivery of Cardiopulmonary Supplies / IB No. 2025-01-003-G-EPA. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Line-Item Procurement

ltem	Unit	Item Description	Quantity	Unit Cost	Total Cost
#					
1	PACK	ABG CALIBRANT (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN its SOFTWARE VERSION 3.2)	35	8,500.00	297,500.00
2	BOX	ABG CARTRIDGES BG8 (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	60	22,500.00	1,350,000.00
3	PACK	ABG CONTROL, LEVEL I	15	8,500.00	127,500.00
4	PACK	ABG CONTROL, LEVEL II	15	8,500.00	127,500.00
5	PACK	ABG CONTROL, LEVEL III	15	8,500.00	127,500.00
6	PACK	ABG CONTROL, SIMULATOR	10	8,500.00	85,000.00
7	PACK	ABG SAMPLER (HEPARIN PUMP), 3 CC	500	175.00	87,500.00
8	SET	BUBBLE INFANT SET	150	11,500.00	1,725,000.00
9	PACK	CAPNO TUBINGS	50	3,500.00	175,000.00
10	PC	HEPA FILTERS	150	1,550.00	232,500.00
11	PACK	HFNC, NEONATAL CARE	20	9,500.00	190,000.00
12	PC	HME (SMALL HIGH EFFICIENCY)	300	550.00	165,000.00
13	PC	MAINFLOW FILTERS (-+ ERROR)	300	390.00	117,000.00
14	PACK	NASAL CANNULA OXYMIZER	100	850.00	85,000.00
15	SET	NON-REBREATHING MASK, ADULT	500	250.00	125,000.00
16	PACK	DISINFECTANT PADS	200	550.00	110,000.00
17	PC	ECG PADS (100 SHEETS)	150	1,350.00	202,500.00
18	SET	ECG CLAMP (NIHON KHODEN)	2	14,000.00	28,000.00
19	PC	ECG CABLE (NIHON KHODEN)	4	14,500.00	58,000.00
20	SET	ECG SUCTION BULB ELECTRODES (NIHON KHODEN)	3	14,500.00	43,500.00
21	PACK	ECG WATER RESISTANT ELECTRODES	30	2,200.00	66,000.00
22	BOX	ECG ELECTRODES	10	14,500.00	145,000.00
23	PACK	CCHD CONSUMABLES	50	3,500.00	175,000.00
24	PACK	PFT MAINFLOW FILTERS (SPIROWER)	100	550.00	55,000.00
25	PACK	ADHESIVE SPO2 SENSOR, ADULT FOR VERSATILE POX	150	950.00	142,500.00
26	SET	TRANSPORT TUBINGS, PARAPAC	200	2,500.00	500,000.00
27	SET	TRANSPORT TUBINGS, ADULT (AXCENT)	150	5,300.00	795,000.00
28	PACK	RAM CANNULA WITH PRESSURE RELEIF VALVE	150	950.00	142,500.00
29	SET	RESTRAINMENT, PEDIA	50	3,500.00	175,000.00
30	SET	RESTRAINMENT, ADULT	50	3,500.00	175,000.00
31	SET	BREATHING CIRCUIT, ADULT (COMPLETE SET MULTI- ADAPTORS)	300	2,100.00	630,000.00
32	SET	BREATHING CIRCUIT, NEONATAL (COMPETE SET WITH MULTI-ADAPTORS)	150	3,600.00	540,000.00
33	PC	PEAK FLOW METER (500 CC TO 3500CC)	30	950.00	28,500.00
34	PC	DISINFECTANT SPRAY	50	650.00	32,500.00
35	SET	YANKEUR SUCTION SET WITH COVER	300	179.00	53,700.00
36	PACK	ET TUBE HOLDER	100	980.00	98,000.00

37	PC	IS (500 - 3500 ML)	100	1,950.00	195,000.00
38	SET/PACK	INTUBATION SETS, DISPOSABLE	100	1,350.00	135,000.00
39	PC	DISPOSABLE HUMIDIFIER CHAMBER	300	850.00	255,000.00
40	SET	NON-VENTED MASK	10	13,500.00	135,000.00
41	PC	GAUGE, OXYGEN (SINGLE MANOMETER)	5	14,500.00	72,500.00
42	PACK	OROPHARYNGEAL AIRWAYS, GREEN	100	230.00	23,000.00
43	PACK	OROPHARYNGEAL AIRWAYS, YELLOW	100	230.00	23,000.00
44	BOX	SYRINGE 1CC	10	1,200.00	12,000.00
45	PACK	TISSUE ROLLS (6 IN 1) PLY	150	150.00	22,500.00
46	PC	AEROSOL MASK, ADULT	300	250.00	75,000.00

- 2. The *FNLGHTC* now invites bids for the above Procurement Project. Delivery of the Goods is required by *30 calendar days*. Bidders should have completed, within *Two* (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 see opportunities Bidding Document through:
 - a. PhilGEPS https://notices.philgeps.gov.ph/
 - b. Agency Website https://fnlghtc.doh.gov.ph/invitation-to-bid/)
 - c. HOPPS Bulletin Board located at Administrative Building, Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao;
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 25-October 8, 2024** from the given address below and website(https://fnlghtc.doh.gov.ph/invitation-to-bid/), payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php25,000.00)** must be made before opening of bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The *FNLGHTC* will hold a Pre-Bid Conference¹ on *September 25, 2024, 11:00 am* at *FNLGHTC, DAD's Hall Administrative Building* which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual **submission** at the office address indicated below, on or before *October 8, 2024, 11:00 am*. Late bids shall not be accepted.

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.

- 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 *October 8, 2024, 11:00 am*. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *FNLGHTC* 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: https://fnlghtc.doh.gov.ph/

[September 18, 2024]

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Far North Luzon General Hospital and Training Center wishes to receive Bids for the Supply and Delivery of Cardiopulmonary Supplies with identification number IB NO. 2025-01-003-G-EPA.

The Procurement Project (referred to herein as "Project") is composed of **46 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 *NEP 2025* in the amount of 10,160,700.00.
- 2.2. The source of funding is:
 - a. NGA, the National Expenditure Program.

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. 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.
- 5.3. 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. 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 as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *2 years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or 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 **120 days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

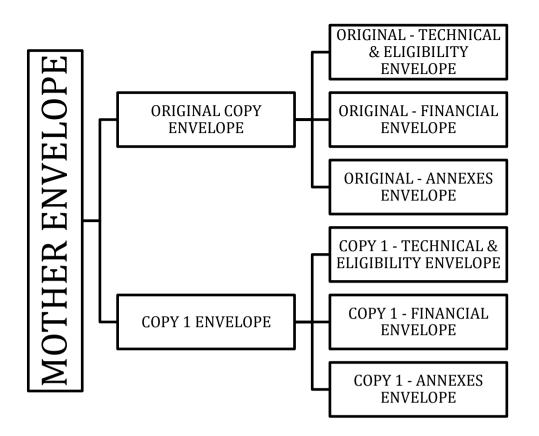
Each Bidder shall submit **Two (2) copies: Original & Copy 1** of the first, second components of its Bid and annexes, properly labeled and sealed. COLOR OF ENVELOPE & FOLDER: **Purple**

The Documents shall be addressed below:

The BAC Chairperson Far North Luzon General Hospital and Training Center Quirino, Luna, Apayao

Illustration:

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.



Mother Envelope

Technical & Eligibility Envelope

Company Name
Company Address
Official Email/Contact Number

To: The BAC Chairperson
Far North Luzon General Hospital and Training Center
Quirino, Luna, Apayao

Title of the Project
Project Identification

Financial Envelope

Company Name

Company Address

Official Email/Contact Number

To: The BAC Chairperson

Far North Luzon General Hospital and Training Center

Quirino, Luna, Apayao

Title of the Project Project Identification

Annexes

Company Name

Company Address

Official Email/Contact Number

To: The BAC Chairperson

Far North Luzon General Hospital and Training Center

Quirino, Luna, Apayao

Title of the Project

Project Identification

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.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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.

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause							
5.3	For this 1	purpose, contracts similar to the Project shall	be:				
	Supply a	nd delivery of Cardiopulmonary Supplies	I delivery of Cardiopulmonary Supplies				
	a: A	ompleted within Two (2) Years prior to the deadline for the submission and receipt of bids; must be accompanied by a copy of Certificate of cceptance by the end-user or Official Receipt (O.R) or Sales Invoice S.I.) issued for the Contract.					
7.1	Subconti	racting is not allowed.					
12	_	e of the Goods shall be quoted DDP (Luna, onal Commercial Terms (INCOTERMS) for					
14.1		security shall be in the form of a Bid Securing g forms and amounts:	ccurity shall be in the form of a Bid Securing Declaration, or any of the forms and amounts:				
	is	he amount of not less than to <i>two percent</i> (2%) of ABC, if bid security in cash, cashier's/manager's check, bank draft/guarantee or irrevocable tter of credit; or					
		The amount of not less than to <i>five percent (5%) of ABC</i> , if bid security in Surety Bond.					
15	original compon with ta	Each Bidder shall submit one (1) originally signed certified true copy of the original document and one (1) duplicate copy of the first and second components of its bid. Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.					
19.3	Unit	Item Description	Quanti ty				
	PACK	ABG CALIBRANT (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	35				
	вох	ABG CARTRIDGES BG8 (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	60				
	PACK ABG CONTROL, LEVEL I 15						
	PACK	PACK ABG CONTROL, LEVEL II 15					
	PACK	ABG CONTROL, LEVEL III	15	•			
	PACK	ABG CONTROL, SIMULATOR	10	•			
	PACK	ABG SAMPLER (HEPARIN PUMP), 3 CC	500				
	SET	BUBBLE INFANT SET	150				
	PACK	CAPNO TUBINGS	50				

	DC.	UEDA FILTEDO	450	
	PC	HEPA FILTERS	150	
	PACK	HFNC, NEONATAL CARE	20	
	PC	HME (SMALL HIGH EFFICIENCY)	300	
	PC	MAINFLOW FILTERS (-+ ERROR)	300	
	PACK	NASAL CANNULA OXYMIZER	100	
	SET	NON-REBREATHING MASK, ADULT	500	
	PACK	DISINFECTANT PADS	200	
	PC	ECG PADS (100 SHEETS)	150	
	SET	ECG CLAMP (NIHON KHODEN)	2	
	PC	ECG CABLE (NIHON KHODEN)	4	
	SET	ECG SUCTION BULB ELECTRODES (NIHON KHODEN)	3	
	PACK	ECG WATER RESISTANT ELECTRODES	30	
	вох	ECG ELECTRODES	10	
	PACK	CCHD CONSUMABLES	50	
	PACK	PFT MAINFLOW FILTERS (SPIROWER)	100	
	PACK	ADHESIVE SPO2 SENSOR, ADULT FOR VERSATILE POX	150	
	SET	TRANSPORT TUBINGS, PARAPAC	200	
	SET	TRANSPORT TUBINGS, ADULT (AXCENT)	150	
	PACK	RAM CANNULA WITH PRESSURE RELEIF VALVE	150	
	SET	RESTRAINMENT, PEDIA	50	
	SET	RESTRAINMENT, ADULT	50	
	SET	BREATHING CIRCUIT, ADULT (COMPLETE SET MULTI- ADAPTORS)	300	
	SET	BREATHING CIRCUIT, NEONATAL (COMPETE SET WITH MULTI-ADAPTORS)	150	
	PC	PEAK FLOW METER (500 CC TO 3500CC)	30	
	PC	DISINFECTANT SPRAY	50	
	SET	YANKEUR SUCTION SET WITH COVER	300	
	PACK	ET TUBE HOLDER	100	
	PC	IS (500 - 3500 ML)	100	
	SET/PAC K	INTUBATION SETS, DISPOSABLE	100	
	PC	DISPOSABLE HUMIDIFIER CHAMBER	300	
	SET	NON-VENTED MASK	10	
	PC	GAUGE, OXYGEN (SINGLE MANOMETER)	5	
	PACK	OROPHARYNGEAL AIRWAYS, GREEN	100	
	PACK	OROPHARYNGEAL AIRWAYS, YELLOW	100	
	вох	SYRINGE 1CC	10	
	PACK	TISSUE ROLLS (6 IN 1) PLY	150	
	PC	AEROSOL MASK, ADULT	300	
19.4		except for unamended printed literature, sha age thereof shall be initialed, by the duly aut	•	
20.2		oplier's audited financial statements, showing stotal and current assets and liabilities, stam		BII

	or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
	2. Latest ITR (electronically filed) and Business Tax Returns
	See attached TOR for additional requirements
21.2	[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the 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 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 {[Include if Framework Agreement will be used:] or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

	Special Conditions of Contract			
GCC Clause				
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]			
	Delivery and Documents –			
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DE and other trade terms used to describe the obligations of the parties shall he the meanings assigned to them by the current edition of INCOTERS published by the International Chamber of Commerce, Paris. The Deliv terms of this Contract shall be as follows:			
	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." For Goods supplied from within the Philippines, state: "The delivery terms applicable to this Contract are delivered at 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." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Christopher Estelon.			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 			
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.			

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.

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:

- 1. 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
- 2. 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 costs 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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic

	Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	Regular and Recurring Services –
	[In case of contracts for regular and recurring services, state:] "The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications."
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows:"
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

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 #	Description	Quantity	Total	Delivered, Weeks/Months
1	ABG CALIBRANT (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	35	297,500.00	30 Days
2	ABG CARTRIDGES BG8 (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	60	1,350,000.00	30 Days
3	ABG CONTROL, LEVEL I	15	127,500.00	30 Days
4	ABG CONTROL, LEVEL II	15	127,500.00	30 Days
5	ABG CONTROL, LEVEL III	15	127,500.00	30 Days
6	ABG CONTROL, SIMULATOR	10	85,000.00	30 Days
7	ABG SAMPLER (HEPARIN PUMP), 3 CC	500	87,500.00	30 Days
8	BUBBLE INFANT SET	150	1,725,000.00	30 Days
9	CAPNO TUBINGS	50	175,000.00	30 Days
10	HEPA FILTERS	150	232,500.00	30 Days
11	HFNC, NEONATAL CARE	20	190,000.00	30 Days
12	HME (SMALL HIGH EFFICIENCY)	300	165,000.00	30 Days
13	MAINFLOW FILTERS (-+ ERROR)	300	117,000.00	30 Days
14	NASAL CANNULA OXYMIZER	100	85,000.00	30 Days
15	NON-REBREATHING MASK, ADULT	500	125,000.00	30 Days
16	DISINFECTANT PADS	200	110,000.00	30 Days
17	ECG PADS (100 SHEETS)	150	202,500.00	30 Days
18	ECG CLAMP (NIHON KHODEN)	2	28,000.00	30 Days
19	ECG CABLE (NIHON KHODEN)	4	58,000.00	30 Days
20	ECG SUCTION BULB ELECTRODES (NIHON KHODEN)	3	43,500.00	30 Days

21	ECG WATER RESISTANT ELECTRODES	30	66,000.00	30 Days
22	ECG ELECTRODES	10	145,000.00	30 Days
23	CCHD CONSUMABLES	50	175,000.00	30 Days
24	PFT MAINFLOW FILTERS (SPIROWER)	100	55,000.00	30 Days
25	ADHESIVE SPO2 SENSOR, ADULT FOR VERSATILE POX	150	142,500.00	30 Days
26	TRANSPORT TUBINGS, PARAPAC	200	500,000.00	30 Days
27	TRANSPORT TUBINGS, ADULT (AXCENT)	150	795,000.00	30 Days
28	RAM CANNULA WITH PRESSURE RELEIF VALVE	150	142,500.00	30 Days
29	RESTRAINMENT, PEDIA	50	175,000.00	30 Days
30	RESTRAINMENT, ADULT	50	175,000.00	30 Days
31	BREATHING CIRCUIT, ADULT (COMPLETE SET MULTI-ADAPTORS)	300	630,000.00	30 Days
32	BREATHING CIRCUIT, NEONATAL (COMPETE SET WITH MULTI-ADAPTORS)	150	540,000.00	30 Days
33	PEAK FLOW METER (500 CC TO 3500CC)	30	28,500.00	30 Days
34	DISINFECTANT SPRAY	50	32,500.00	30 Days
35	YANKEUR SUCTION SET WITH COVER	300	53,700.00	30 Days
36	ET TUBE HOLDER	100	98,000.00	30 Days
37	IS (500 - 3500 ML)	100	195,000.00	30 Days
38	INTUBATION SETS, DISPOSABLE	100	135,000.00	30 Days
39	DISPOSABLE HUMIDIFIER CHAMBER	300	255,000.00	30 Days
40	NON-VENTED MASK	10	135,000.00	30 Days
41	GAUGE, OXYGEN (SINGLE MANOMETER)	5	72,500.00	30 Days
42	OROPHARYNGEAL AIRWAYS, GREEN	100	23,000.00	30 Days
43	OROPHARYNGEAL AIRWAYS, YELLOW	100	23,000.00	30 Days
44	SYRINGE 1CC	10	12,000.00	30 Days
45	TISSUE ROLLS (6 IN 1) PLY	150	22,500.00	30 Days

46	AEROSOL MASK, ADULT	300	75,000.00	30 Days

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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

Item	Specification	Statement of Compliance
	ABG CALIBRANT (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	
	ABG CARTRIDGES BG8 (WITH LOA TO DISTRIBUTE, MUST BE UPGRADED FOR LATEST EDAN i15 SOFTWARE VERSION 3.2)	
	ABG CONTROL, LEVEL I	
	ABG CONTROL, LEVEL II	
	ABG CONTROL, LEVEL III	
	ABG CONTROL, SIMULATOR	
	ABG SAMPLER (HEPARIN PUMP), 3 CC	
	BUBBLE INFANT SET	
	CAPNO TUBINGS	
	HEPA FILTERS	
	HFNC, NEONATAL CARE	
	HME (SMALL HIGH EFFICIENCY)	
	MAINFLOW FILTERS (-+ ERROR)	
	NASAL CANNULA OXYMIZER	
	NON-REBREATHING MASK, ADULT	
	DISINFECTANT PADS	
	ECG PADS (100 SHEETS)	
	ECG CLAMP (NIHON KHODEN)	
	ECG CABLE (NIHON KHODEN)	
	ECG SUCTION BULB ELECTRODES (NIHON KHODEN)	
	ECG WATER RESISTANT ELECTRODES	
	ECG ELECTRODES	
	CCHD CONSUMABLES	
	PFT MAINFLOW FILTERS (SPIROWER)	
	ADHESIVE SPO2 SENSOR, ADULT FOR VERSATILE POX	
	TRANSPORT TUBINGS, PARAPAC	
	TRANSPORT TUBINGS, ADULT (AXCENT)	
	RAM CANNULA WITH PRESSURE RELEIF VALVE	
	RESTRAINMENT, PEDIA	
	RESTRAINMENT, ADULT	
	BREATHING CIRCUIT, ADULT (COMPLETE SET MULTI- ADAPTORS)	
	BREATHING CIRCUIT, NEONATAL (COMPETE SET WITH MULTI-ADAPTORS)	
	PEAK FLOW METER (500 CC TO 3500CC)	
	DISINFECTANT SPRAY	
	YANKEUR SUCTION SET WITH COVER	
	ET TUBE HOLDER	
	IS (500 - 3500 ML)	

INTUBATION SETS, DISPOSABLE		
DISPOSABLE HUMIDIFIER CHAMBER		
NON-VENTED MASK		
GAUGE, OXYGEN (SINGLE MANOMETER)		
OROPHARYNGEAL AIRWAYS, GREEN		
OROPHARYNGEAL AIRWAYS, YELLOW		
SYRINGE 1CC		
TISSUE ROLLS (6 IN 1) PLY		
AEROSOL MASK, ADULT		
	DISPOSABLE HUMIDIFIER CHAMBER NON-VENTED MASK GAUGE, OXYGEN (SINGLE MANOMETER) OROPHARYNGEAL AIRWAYS, GREEN OROPHARYNGEAL AIRWAYS, YELLOW SYRINGE 1CC TISSUE ROLLS (6 IN 1) PLY	DISPOSABLE HUMIDIFIER CHAMBER NON-VENTED MASK GAUGE, OXYGEN (SINGLE MANOMETER) OROPHARYNGEAL AIRWAYS, GREEN OROPHARYNGEAL AIRWAYS, YELLOW SYRINGE 1CC TISSUE ROLLS (6 IN 1) PLY

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

PROJECT:

APPROVED BUDGET FOR THE CONTRACT (ABC):

COMPANY:

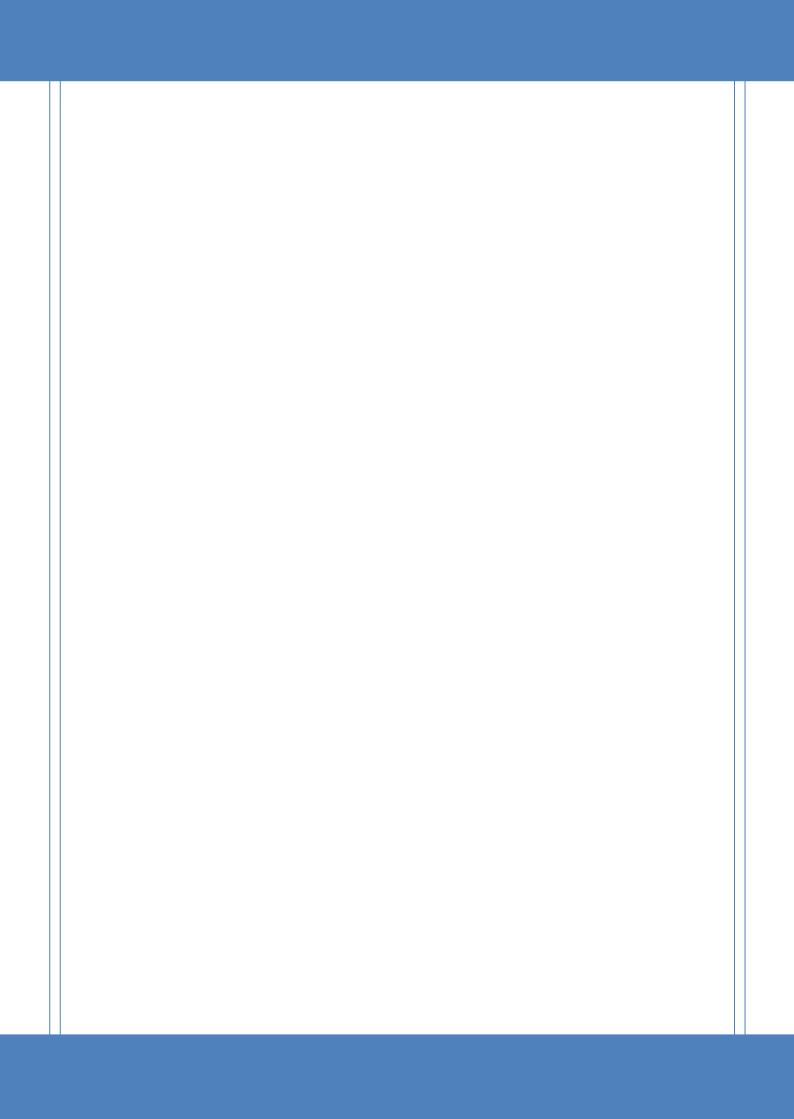
DATE & TIME OF OPENING OF BIDS:

TECHNICAL COMPONENT ENVELOPE	PASS	
	r Ass	FAIL
Class "A" Documents		
Legal Documents		
1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pe	ages)	
in accordance with Section 8.5.2 of the IRR;		
<u>Technical Documents</u>		
2. Statement of the prospective bidder of all its ongoing government		
private contracts, including contracts awarded but not yet starte		
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 (S		
similar to the contract to be bid, except under conditions provided		
Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, v	VITNIN	
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	t also	
a certification issued by the Insurance Commission; or	i diso	
Original copy of Notarized Bid Securing Declaration; and		
	ludes	
production/delivery schedule, manpower requirements, and/or		
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	e of a	
corporation, partnership, or cooperative; or Original Special Pow		
Attorney of all members of the joint venture giving full power		
authority to its officer to sign the OSS and do acts to represent the Bio	dder.	
<u>Financial Documents</u>		
7. The prospective bidder's computation of Net Financial Control	ıcting	
Capacity (NFCC); or		
A committed Line of Credit from a Universal or Commercial Bank i	n lieu	
of its NFCC computation.		
Class "B" Documents	-:-:	<u> </u>
8. If applicable, a duly signed joint venture agreement (JVA) in case the	e joint	
venture is already in existence;		
or duly notarized statements from all the potential joint venture pa	rtners	
stating that they will enter into and abide by the provisions of the J		
the instance that the bid is successful.	773 111	

REQUIREMENTS	REMARKS	
	PASS	FAIL

II. FINANCIAL COMPONENT ENVELOPE

1.	Original of duly signed and accomp	lished Financial Bid Form; and
2.	Original of duly signed and accomp	lished Price Schedule(s).
3.	Electronic copy of Financial Bid Form	n in USB (Excel Form)
	Other documentary requiremen	nts under RA No. 9184 (as applicable)
1.	[For foreign bidders claiming by reas of reciprocal rights to Filipinos] Certifit government office of their country state to participate in government procuritem or product.	on of their country's extension cation from the relevant ating that Filipinos are allowed ement activities for the same
2.	Certification from the DTI if the Bidde Domestic Bidder or Domestic Entity	r claims preference as a
ANNEX	KES	
1.	Authorized Representative of the Co	mpany
2.	Official Receipt that Bid Documents but present original)	were purchased (photocopy
3.	Company Profile (name of Compan Numbers/E-mail Address)	y/Business Address/Telephone
4.	List and location of branches (if any)	
5.	Bank Certification (for LDDAP purpos a. Name of Account b. Account Number c. Branch of Bank d. That the Bank is a member of the List of Man Power and Organizations	e clearing & settlement system
7.	PhilGEPS Documents Request List	
8.	Latest ITR (electronically filed) and Bu	usiness Tax Returns
0.	Edicati in (ciccinctifically filed) and bo	SSITIOSS TOX ROTOTTS
R	ESPONSIVE	NON-RESPONSIVE
(Signat	BAC Member rure over Printed Name)	BAC Secretariat (Signature over Printed Name)
	TWG Member	Authorized Representative
(Signat	rure over Printed Name)	(Signature over Printed Name)
	COA Representative rure over Printed Name)	NGO Representative/Observer (Signature over Printed Name)





[shall be submitted with the Bid]

BID FORM

Date :	
Project Identification No.	:

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

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

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

Name and address Amount and Purpose of of agent Currency Commission or gratuity
(if none, state "None")]
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Data

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

Acknowledgment

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF) S.S.

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project]

of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any

form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____, 20__ at ______, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Price Schedule for Goods Offered from Abroad

	_	[s	hall be su	bmitted wit	th the Bid if bidde	er is offerin	g goods from	Abroad]	
				For	Goods Offered	from Abr	oad		
Na	ame	of Bidder				Project II	O No	Page _	of
	1	2	3	4	5	6	7	8	9

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

Name:									
Legal Capacity:									
Signature:									
Duly a	Duly authorized to sign the Bid for and behalf of:								

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name	e of Bidder				Projec	ct ID No		Page	_of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8	Total Price delivered Final Destination (col 9) x (col 4)

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

NOTE: ALL THE REQUIRED FIELDS SHALL BE COMPLETELY FILLED-UP