

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

*Bidding for the Procurement of various
Operating Instruments*

Approved Budget for the Contract (ABC): *P3,406,961.10*

PHILGEPS Posting: October 10, 2022

Pre-bid Conference: October 18, 2022 (Tuesday) @ 10:30AM

Opening of Bids: October 31, 2022 (Monday) @ 10:35AM

Sixth Edition
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Table of Contents

| | |
|--|-----------|
| Glossary of Acronyms, Terms, and Abbreviations | 3 |
| Section I. Invitation to Bid..... | 6 |
| Section II. Instructions to Bidders..... | 10 |
| 1. Scope of Bid | 11 |
| 2. Funding Information..... | 11 |
| 3. Bidding Requirements | 11 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices | 11 |
| 5. Eligible Bidders..... | 11 |
| 6. Origin of Goods | 12 |
| 7. Subcontracts | 12 |
| 8. Pre-Bid Conference | 13 |
| 9. Clarification and Amendment of Bidding Documents | 13 |
| 10. Documents comprising the Bid: Eligibility and Technical Components | 13 |
| 11. Documents comprising the Bid: Financial Component | 13 |
| 12. Bid Prices | 14 |
| 13. Bid and Payment Currencies | 14 |
| 14. Bid Security | 14 |
| 15. Sealing and Marking of Bids | 15 |
| 16. Deadline for Submission of Bids | 15 |
| 17. Opening and Preliminary Examination of Bids | 15 |
| 18. Domestic Preference | 15 |
| 19. Detailed Evaluation and Comparison of Bids | 16 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract | 16 |
| Section III. Bid Data Sheet | 17 |
| Section IV. General Conditions of Contract | 24 |
| 1. Scope of Contract | 25 |
| 2. Advance Payment and Terms of Payment | 25 |
| 3. Performance Security | 25 |
| 4. Inspection and Tests | 25 |
| 5. Warranty | 26 |
| 6. Liability of the Supplier | 26 |
| Section V. Special Conditions of Contract | 27 |
| Section VI. Schedule of Requirements | 32 |
| Section VII. Technical Specifications | 33 |
| Section VIII. Checklist of Technical and Financial Documents | 35 |

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 Philippines
Department of Health
Regional Office 02
REGION II TRAUMA AND MEDICAL CENTER



ISO 9001:2015 Certified

INVITATION TO BID

Bidding for the Procurement of various Operating Instruments

1. The ***Region II Trauma and Medical Center (R2TMC)***, through the ***2022 Income Fund*** intends to apply the sum of ***Three Million Four Hundred Six Thousand Nine Hundred Sixty One Pesos & 10/100 (P3,406,961.10)*** being the ABC to payments under the contract for the ***Bidding for the Procurement of various Operating Instruments with Identification No. R2TMC-BAC2-2022-52***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Region II Trauma and Medical Center (R2TMC)***, now invites bids for the above Procurement Project. Delivery of the Goods is required ***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 obtain further information from ***Region II Trauma and Medical Center Bids and Awards Committee Office*** and inspect the Bidding Documents at the address given below from ***8:00 o'clock in the morning to 5:00 o'clock in the afternoon***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 10, 2022 to October 31, 2022*** from the given address and website(s) below and ***upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB as presented in the table below***. The Procuring

Entity shall allow the bidder to present its proof of payment for the fees *through electronic means or by presenting the official receipt in person.*

| Approved Budget for the Contract (Range) | Cost of Bidding Documents (in Philippine Peso) |
|---|---|
| 500,000.00 and below | 500.00 |
| More than 500,000.00 up to 1 Million | 1,000.00 |
| More than 1 Million up to 5 Million | 5,000.00 |
| More than 5 Million up to 10 Million | 10,000.00 |
| More than 10 Million up to 50 Million | 25,000.00 |

Bank-to-bank payment of bidding documents is allowed provided that deposit be made through the Savings Deposit Account of R2TMC with Landbank of the Philippines (LBP) with the following details:

- i. Savings Account Name: Region II Trauma and Medical Center
- ii. Account Number: No. 0432-1032-18
- iii. Branch: LBP-Solano, Nueva Vizcaya Branch

Please take a screenshot/scanned copy of the successful transaction made and email the same to bacr2tmc@gmail.com with the following details as enumerated below before soft copies of the bidding documents will be sent to your respective company email addresses:

- i. Full Name, Order number (ex. Juan Dela Cruz, Order#123)
- ii. Company Name
- iii. Contact Number of Official Representative
- iv. Amount Paid
- v. Bank Name and Branch where Payment was Deposited
- vi. Date and Time of Payment

6. The **Region II Trauma and Medical Center (R2TMC)** will hold a Pre-Bid Conference on **October 18, 2022 at 10:30AM** through a **hybrid meeting (combination of video conferencing via zoom platform and physical attendance)** with details below which shall be open to all prospective bidders.

Join Zoom Meeting

<https://zoom.us/j/93690065565?pwd=L2RrSjdtZzhrL3dRc1R5S3NMdWU0UT09>

Meeting ID: 936 9006 5565

Passcode: 845420

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 31, 2022 at 10:30AM**. 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 **October 31, 2022 at 10:35AM** via **zoom platform using the same zoom link as stated above.**

10. The ***Region II Trauma and Medical Center (R2TMC)*** 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:

BAC Secretariat
BAC Office, 2nd Floor, Old Admin. Building
Region II Trauma and Medical Center, Brgy. Magsaysay
Bayombong, Nueva Vizcaya
Telephone No: (078)-805-3561 loc. 2218
Mobile No.: 0917-100-2071 / 0917-146-5893
Email address: bacr2tmc@gmail.com

You may visit the R2TMC website for downloading of Bidding Documents:
riitmc.doh.gov.ph

ROSEMARIE C. BICAD, RN, MAN, MSN
BAC 2 Chairperson (Medical Supplies and Equipment)

October 10, 2022

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Region II Trauma and Medical Center (R2TMC)* wishes to receive Bids for the *Bidding for the Procurement of various Operating Instruments* with *Identification No. R2TMC-BAC2-2022-52*.

The Procurement Project (referred to herein as “Project”) is composed of *one hundred fifty three (153) items, thirteen (13) of which are line items and the rest are lot 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 2022 in the amount of *Three Million Four Hundred Six Thousand Nine Hundred Sixty One Pesos & 10/100 (P3,406,961.10)*.

2.2. The source of funding is: *2022 Hospital Income Fund*.

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.
- 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: *at least fifty percent (50%) of the ABC*.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (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, 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: Philippine Pesos

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 one hundred twenty (120) calendar days from the date of the opening of bids. 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 one copy of the first and second components of its Bid in a **GREEN** Expanded Envelope.

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.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address 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 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, 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:

For Line Item - One Project having several items, which shall be awarded as separate contracts per item.

For Lot Item - 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

- 20.1. 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 | <p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Procurement of various Medical Instruments.</p> <p style="margin-left: 40px;">b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</p> | | | | | |
| 7.1 | <i>No Applicable</i> | | | | | |
| 12 | The price of the Goods shall be quoted DDP <i>with R2TMC as place of destination</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p> | | | | | |
| 19.3 | Item No. | Item Description | Unit | Qty | Cost per Lot/Item | Total Cost per Lot/Item |
| | 1 | Allis Forcep 5X6T 155mm | pcs. | 24 | 12,297.00 | 295,128.00 |
| | 2 | Metzenbaum Scissor CVD 180mm | pcs. | 5 | 6,465.00 | 32,325.00 |
| | 3 | Mayo Scissors STR 155mm | pcs. | 5 | 5,134.00 | 25,670.00 |
| | 4 | Raney Apply/Removing FCPS | pc. | 1 | 56,149.00 | 56,149.00 |
| | 5 | Raney Sclap Clip Sterile | pc. | 1 | 29,810.00 | 29,810.00 |
| | 6 | Debakey Atraumatic Forcep 2.0mm Tip 200mm | pc. | 1 | 15,789.00 | 15,789.00 |
| | 7 | Debakey Atraumatic Forcep 2.0mm Tip 150mm | pc. | 1 | 14,235.00 | 14,235.00 |
| | 8 | Finochieto-Haight Rib Spreader 28 x 30mm | pc. | 1 | 106,695.00 | 106,695.00 |
| | 9 | Potts-Demartel Scissors 60DG 220mm | pc. | 1 | 31,296.00 | 31,296.00 |
| | 10 | Castroviejo Needle Holder Serrated Durogrip 0.2/145mm | pc. | 1 | 60,707.00 | 60,707.00 |
| | 11 | Components: Jaw Insert, sheath tube/shaft and handle working insert: jaws right-angled, double action jaws LENGTH at least 12mm Shaft: Rotating, dismantling, insulated, 5mm diameter, 30-35cm long | pc. | 1 | 75,000.00 | 75,000.00 |
| | 12 | Cranial Perforator 11.0/14.0mm | pcs. | 2 | 15,000.00 | 30,000.00 |
| | 13 | Cranial Perforator 8.0/11.0mm | pcs. | 2 | 15,000.00 | 30,000.00 |
| LOT 1 (Item No. 14 - 33) Laparoscopy Set (Must be compatible with the existing Laparoscopy Machine of the hospital – Brand: Richardwolf with model HDTV Endocam 550) | | | | | | |
| | 14 | Scalpel Handle #3 with Measure 125mm (5 Inches) F/ Blade Nos. 10-5, 40, 42 | pc | 1 | 1,827.00 | 1,827.00 |
| | 15 | Metzenbaum Dissecting Scissor Curved B/B Tungsten Carbide 180mm (7 Inches) | pc | 1 | 38,712.00 | 38,712.00 |

| | | | | | |
|---|--|------|---|-----------|-----------|
| 16 | Mayo Dissecting Scissor Straight B/B Beveled Blade 155mm (6 1/8 Inches) | pc | 1 | 5,757.00 | 5,757.00 |
| 17 | Mayo Dissecting Scissor Curved B/B Beveled Blade 155mm (6 1/8 Inches) | pc | 1 | 6,396.00 | 6,396.00 |
| 18 | Adson Tissue Forcep Smooth W/ 1X2 Teeth 120mm (4 3/4 Inches) | pc | 1 | 3,700.00 | 3,700.00 |
| 19 | Standard Tissue Forcep 1X2 Teeth 145mm (5 3/4 Inches) | pcs. | 2 | 2,793.00 | 5,586.00 |
| 20 | Lorna Towel Clamp Non-Perforating 130mm (5 1/8 Inches) | pcs. | 2 | 6,887.00 | 13,774.00 |
| 21 | Halsted-Mosquito Hemostatic Forcep Delicate Curved 125mm (5 Inches) | pcs. | 6 | 6,786.00 | 40,716.00 |
| 22 | Rochester-Pean Hemostatic Forcep Curved 160mm (6 1/4 Inches) | pc | 1 | 7,685.00 | 7,685.00 |
| 23 | Kocher-Ochsner Forcep Curved 1X2 Teeth 160mm (6 1/4 Inches) | pcs. | 2 | 7,919.00 | 15,838.00 |
| 24 | Baby Crile Wood Needle Holder Serrated 0.4 Serration Tungsten Carbide 150mm (6 Inches) | pc | 1 | 24,802.00 | 24,802.00 |
| 25 | Mayo-Hegar Needle Holder Heavy 0.5 Serration Tungsten Carbide 185mm (7 1/4 Inches) | pc | 1 | 23,297.00 | 23,297.00 |
| 26 | Baby Senn-Miller Retractor Blunt 8X7/22X7mm (6 1/8 Inches) | pcs. | 2 | 6,641.00 | 13,282.00 |
| 27 | US Army-Navy Retractor 26X15/43X15-23X15/40X15 (8 3/4 Inches) | pc | 1 | 9,672.00 | 9,672.00 |
| 28 | Hasson S Retractor Malleable Set of Two 13mm (7 Inches) | pc | 1 | 28,973.00 | 28,973.00 |
| 29 | Kidney Tray 170mm 250ml (6 3/4 Inches) | pc | 1 | 1,840.00 | 1,840.00 |
| 30 | Bottom for 1/2 Container Height: 135mm | pc | 1 | 39,085.00 | 39,085.00 |
| 31 | Perforated Basket 1/2 Size 243X253X76mm | pc | 1 | 18,500.00 | 18,500.00 |
| 32 | Primeline Pro 1/2 Lid Green | pc | 1 | 64,855.00 | 64,855.00 |
| 33 | Silicone Cushioning Pad 248X237X37mm | pc | 1 | 24,655.00 | 24,655.00 |
| LOT 2 (Item No. 34 - 69) Major Abdominal Set | | | | | |
| 34 | Scalpel Handle #3 with Measure 125mm (5 Inches) F/ Blade Nos. 10-5, 40, 42 | pc | 1 | 1,827.00 | 1,827.00 |
| 35 | Scalpel Handle #4 135mm (5 1/4 Inches) F/ Blade Nos. 18-36 | pc | 1 | 1,356.00 | 1,356.00 |
| 36 | Metzenbaum Dissecting Scissor Curved B/B 200mm (7 7/8 Inches) | pc | 1 | 8,179.00 | 8,179.00 |
| 37 | Mayo-Harrington Dissecting Scissor Curved B/B 230mm (9 Inches) | pc | 1 | 10,602.00 | 10,602.00 |
| 38 | Mayo-Lexer Dissecting Scissor Curved B/B 165mm (6 1/2 Inches) | pc | 1 | 11,723.00 | 11,723.00 |
| 39 | Standard Dressing Forcep Serrated 180mm (7 Inches) | pc | 1 | 2,927.00 | 2,927.00 |
| 40 | Standard Dressing Forcep Serrated 250mm (9 3/4 Inches) | pc | 1 | 3,942.00 | 3,942.00 |
| 41 | Standar Tissue Forcep 1X2 Teeth 180mm (7 Inches) | pc | 1 | 3,540.00 | 3,540.00 |
| 42 | Standard Tissue Forcep 1X2 Teeth 250mm (9 3/4 Inches) | pc | 1 | 5,278.00 | 5,278.00 |
| 43 | Foerster-Ballenger Sponge Forcep Serrated Straight 245mm (9 5/8 Inches) | pc | 1 | 9,457.00 | 9,457.00 |
| 44 | Lorna Towel Clamp Non-Perforating 130mm (5 1/8 Inches) | pcs. | 7 | 6,887.00 | 48,209.00 |
| 45 | Rochester-Pean Hemostatic Forcep Curved 160mm (6 1/4 Inches) | pcs. | 6 | 7,685.00 | 46,110.00 |
| 46 | Crile Hemostatic Forcep Curved 160mm (6 1/4 Inches) | pcs. | 2 | 7,210.00 | 14,420.00 |
| 47 | Pean Hemostatic Forcep Straight 140mm (5 1/2 Inches) | pcs. | 2 | 6,731.00 | 13,462.00 |
| 48 | Wikstroem Forcep Right Angle 205mm (8 Inches) | pc | 1 | 29,404.00 | 29,404.00 |
| 49 | Kantrowitz Thoracic Clamp 245mm (9 5/8 Inches) | pc | 1 | 41,320.00 | 41,320.00 |
| 50 | O'Shaughnessy Dissecting/ Ligating Forcep 220mm (7 1/2 Inches) | pc | 1 | 16,303.00 | 16,303.00 |
| 51 | Mayo-Hegar Needle Holder X-Serr Pattern 150mm (6 Inches) | pc | 1 | 7,529.00 | 7,529.00 |

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|--|--|------|---|-----------|-----------|
| 52 | Mayo-Hegar Needle Holder X-Serr Pattern 200mm (7 7/8 Inches) | pc | 1 | 8,982.00 | 8,982.00 |
| 53 | US Army-Navy Retractor 26X15/43X15-23X15/40X15 (8 3/4 Inches) | pc | 1 | 9,672.00 | 9,672.00 |
| 54 | Richardson-Eastman Retractor Tip LRG 270mm (10 5/8 Inches) | pcs. | 2 | 13,692.00 | 27,384.00 |
| 55 | Deaver Retractor Fig 3 38mm 300mm | pc | 1 | 11,244.00 | 11,244.00 |
| 56 | Deaver Retractor Fig 4 50mm 310mm | pc | 1 | 11,507.00 | 11,507.00 |
| 57 | Ribbon Retractor Malleable 330X20mm | pc | 1 | 45,877.00 | 45,877.00 |
| 58 | Ribbon Retractor Malleable 330X40mm (13 Inches) | pc | 1 | 5,445.00 | 5,445.00 |
| 59 | Babcock Forcep 215mm (8 1/2 Inches) | pcs. | 2 | 27,212.00 | 54,424.00 |
| 60 | De'Bakey Atraumatic Forcep 2.8mm Tip Straight 240mm (9 1/2 Inches) | pc | 1 | 18,962.00 | 18,962.00 |
| 61 | Allis Tissue Forcep 5X4 Teeth 220mm (8 3/4 Inches) | pcs. | 2 | 35,414.00 | 70,828.00 |
| 62 | Kidney Tray Stainless Steel 250mm (9 3/4 Inches) | pc | 1 | 1,399.00 | 1,399.00 |
| 63 | Laboratory Dish 1.0L | pc | 1 | 3,679.00 | 3,679.00 |
| 64 | Bottom for 3/4 Container Height: 135mm | pc | 1 | 45,402.00 | 45,402.00 |
| 65 | Primeline Pro 3/4 Lid Green | pc | 1 | 74,621.00 | 74,621.00 |
| 66 | Perforated Basket 3/4 Size 406X253X76mm | pc | 1 | 24,096.00 | 24,096.00 |
| 67 | Silicon Basket Liner 3/4 Size | pc | 1 | 6,162.00 | 6,162.00 |
| 68 | Mayo Safety Pin F/Ring-Handle Ins. 140mm | pc | 1 | 1,646.00 | 1,646.00 |
| 69 | Identification Label Green | pcs. | 2 | 638.00 | 1,276.00 |
| LOT 3 (Item No. 70 - 89) Biliary Exploration Set | | | | | |
| 70 | Randall Kidney Stone Forcep Slight Curved 225mm (8 7/8 Inches) | pc | 1 | 42,575.00 | 42,575.00 |
| 71 | Randall Kidney Stone Forcep Curved 225mm (8 7/8 Inches) | pc | 1 | 42,575.00 | 42,575.00 |
| 72 | Randall Kidney Stone Forcep Heavy Curved 225mm (8 7/8 Inches) | pc | 1 | 45,075.00 | 45,075.00 |
| 73 | Randall Kidney Stone Forcep U Curved 225mm (8 7/8 Inches) | pc | 1 | 45,075.00 | 45,075.00 |
| 74 | Randall Kidney Stone Forcep Curved 190mm (7 1/2 Inches) | pc | 1 | 74,003.00 | 74,003.00 |
| 75 | Randall Kidney Stone Forcep Heavy Curved 190mm (7 1/2 Inches) | pc | 1 | 74,003.00 | 74,003.00 |
| 76 | Bakes Bile-Duct Dilator 1mm Tip Size (12 3/8 Inches) | pc | 1 | 5,356.00 | 5,356.00 |
| 77 | Bakes Bile-Duct Dilator 2mm Tip Size (12 3/8 Inches) | pc | 1 | 5,356.00 | 5,356.00 |
| 78 | Bakes Bile-Duct Dilator 3mm Tip Size (12 3/8 Inches) | pc | 1 | 5,356.00 | 5,356.00 |
| 79 | Bakes Bile-Duct Dilator 4mm Tip Size (12 3/8 Inches) | pc | 1 | 5,356.00 | 5,356.00 |
| 80 | Bakes Bile-Duct Dilator 5mm Tip Size (12 3/8 Inches) | pc | 1 | 5,984.00 | 5,984.00 |
| 81 | Bakes Bile-Duct Dilator 6mm Tip Size (12 1/2 Inches) | pc | 1 | 5,984.00 | 5,984.00 |
| 82 | Bakes Bile-Duct Dilator 7mm Tip Size (12 1/2 Inches) | pc | 1 | 5,984.00 | 5,984.00 |
| 83 | Bakes Bile-Duct Dilator 8mm Tip Size (12 1/2 Inches) | pc | 1 | 5,984.00 | 5,984.00 |
| 84 | Bakes Bile-Duct Dilator 9mm Tip Size (12 1/2 Inches) | pc | 1 | 6,939.00 | 6,939.00 |
| 85 | Bakes Bile-Duct Dilator 10mm Tip Size (12 1/2 Inches) | pc | 1 | 6,939.00 | 6,939.00 |
| 86 | Bottom for 1/2 Container Height: 135mm | pc | 1 | 39,085.00 | 39,085.00 |
| 87 | Primeline Pro 1/2 Lid Green | pc | 1 | 64,855.00 | 64,855.00 |
| 88 | Perforated Basket 1/2 Size 243X253X76mm | pc | 1 | 18,500.00 | 18,500.00 |
| 89 | Identification Label Green | pcs. | 2 | 638.55 | 1,277.10 |
| LOT 4 (Item No. 90 - 114) Herniorrhaphy/ Appendectomy Set | | | | | |
| 90 | Scalpel Handle #3 with Measure 125mm (5 | pc | 1 | 1,827.00 | 1,827.00 |

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|---|--|------|---|-----------|-----------|
| | Inches) F/ Blade Nos. 10-5, 40, 42 | | | | |
| 91 | Scalpel Handle #4 135mm (5 1/4 Inches) F/ Blade Nos. 18-36 | pc | 1 | 1,356.00 | 1,356.00 |
| 92 | Metzenbaum Dissecting Scissor Curved B/B 200mm (7 7/8 Inches) | pc | 1 | 8,179.00 | 8,179.00 |
| 93 | Mayo-Lexer Dissecting Scissor Curved B/B 165mm (6 1/2 Inches) | pc | 1 | 11,723.00 | 11,723.00 |
| 94 | Standard Dressing Forcep Serrated 160mm (6 1/4 Inches) | pc | 1 | 1,736.00 | 1,736.00 |
| 95 | Standard Dressing Forcep Serrated 200mm (7 7/8 Inches) | pc | 1 | 2,930.00 | 2,930.00 |
| 96 | Tissue Forcep Medium 1X2 Teeth 160mm (6 1/4 Inches) | pc | 1 | 5,650.00 | 5,650.00 |
| 97 | Lorna Towel Clamp Non-Perforating 130mm (5 1/8 Inches) | pcs. | 5 | 6,887.00 | 34,435.00 |
| 98 | Foerster-Ballenger Sponge Forcep Serrated Straight 245mm (9 5/8 Inches) | pc | 1 | 9,457.00 | 9,457.00 |
| 99 | Halsted-Mosquito Hemostatic Forcep Delicate Straight 125mm (5 Inches) | pcs. | 6 | 6,303.00 | 37,818.00 |
| 100 | Halsted-Mosquito Hemostatic Forcep Delicate Curved 125mm (5 Inches) | pcs. | 6 | 6,786.00 | 40,716.00 |
| 101 | Rochester-Pean Hemostatic Forcep Curved 160mm (6 1/4 Inches) | pcs. | 5 | 7,685.00 | 38,425.00 |
| 102 | Pean Hemostatic Forcep Straight 140mm (5 1/2 Inches) | pcs. | 2 | 6,730.00 | 13,460.00 |
| 103 | Mayo-Hegar Needle Holder X-Serr Pattern 185mm (7 1/4 Inches) | pc | 1 | 5,792.00 | 5,792.00 |
| 104 | Mayo-Hegar Needle Holder X-Serr Pattern 200mm (7 7/8 Inches) | pc | 1 | 8,982.00 | 8,982.00 |
| 105 | US Army-Navy Retractor 26X15/43X15-23X15/40X15 (8 3/4 Inches) | pc | 1 | 9,672.00 | 9,672.00 |
| 106 | Richardson-Eastman Retractor Tip SML 250mm (9 3/4 Inches) | pcs. | 2 | 12,603.00 | 25,206.00 |
| 107 | Babcock Forcep 175mm (6 7/8 Inches) | pcs. | 2 | 26,544.00 | 53,088.00 |
| 108 | Kidney Tray 170mm 250ml (6 3/4 Inches) | pc | 1 | 1,840.00 | 1,840.00 |
| 109 | Bottom for 3/4 Container Height: 135mm | pc | 1 | 45,402.00 | 45,402.00 |
| 110 | Primeline Pro 3/4 Lid Green | pc | 1 | 74,620.00 | 74,620.00 |
| 111 | Perforated Basket 3/4 Size 406X253X76mm | pc | 1 | 24,096.00 | 24,096.00 |
| 112 | Silicone Basket Liner 3/4 Size | pc | 1 | 6,162.00 | 6,162.00 |
| 113 | Mayo Safety Pin F/Ring-Handle Ins. 140mm | pc | 1 | 1,646.00 | 1,646.00 |
| 114 | Identification Label Green | pcs. | 2 | 638.00 | 1,276.00 |
| LOT 5 (Item No. 115 - 133) Minor Set | | | | | |
| 115 | Scalpel Handle #3 with Measure 125mm (5 Inches) F/ Blade Nos. 10-5, 40, 42 | pc | 1 | 1,827.00 | 1,827.00 |
| 116 | Metzenbaum Dissecting Scissor Curved B/B 180mm (7 Inches) | pc | 1 | 7,250.00 | 7,250.00 |
| 117 | Mayo-Lexer Dissecting Scissor Curved B/B 165mm (6 1/2 Inches) | pc | 1 | 11,723.00 | 11,723.00 |
| 118 | Adson Forcep Serrated 120mm (4 3/4 Inches) | pc | 1 | 2,942.00 | 2,942.00 |
| 119 | Adson Tissue Forcep Smooth W/ 1X2 Teeth 120mm (4 3/4 Inches) | pc | 1 | 3,700.00 | 3,700.00 |
| 120 | Standard Tissue Forcep 1X2 Teeth 160mm (6 1/4 Inches) | pc | 1 | 3,183.00 | 3,183.00 |
| 121 | Lorna Towel Clamp Non-Perforating 130mm (5 1/8 Inches) | pcs. | 6 | 6,887.00 | 41,322.00 |
| 122 | Foerster-Ballenger Sponge Forcep Serrated Straight 180mm (7 Inches) | pc | 1 | 10,118.00 | 10,118.00 |
| 123 | Halsted-Mosquito Hemostatic Forcep Delicate Straight 125mm (5 Inches) | pcs. | 6 | 6,303.00 | 37,818.00 |
| 124 | Halsted-Mosquito Hemostatic Forcep Delicate Curved 125mm (5 Inches) | pcs. | 6 | 6,786.00 | 40,716.00 |
| 125 | Rochester-Pean Hemostatic Forcep Curved 160mm (6 1/4 Inches) | pcs. | 6 | 7,685.00 | 46,110.00 |
| 126 | Mayo-Hegar Needle Holder X-Serr Pattern 150mm (6 Inches) | pcs. | 2 | 7,529.00 | 15,058.00 |

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| | 127 | Baby Senn-Miller Retractor Blunt8X7/22X7mm (6 1/8 Inches) | pcs. | 2 | 6,641.00 | 13,282.00 |
| | 128 | Kidney Tray 170mm 250ml (6 3/4 Inches) | pc | 1 | 1,840.00 | 1,840.00 |
| | 129 | Bottom for 1/2 Container Height: 135mm | pc | 1 | 39,085.00 | 39,085.00 |
| | 130 | Perforated Basket 1/2 Size243X253X76mm | pc | 1 | 18,500.00 | 18,500.00 |
| | 131 | Primeline Pro 1/2 Lid Green | pc | 1 | 64,855.00 | 64,855.00 |
| | 132 | Silicone Cushioning Pad 248X237X37mm | pc | 1 | 24,651.00 | 24,651.00 |
| | 133 | Identification Label Green | pcs. | 2 | 638.00 | 1,276.00 |
| | LOT 6 (Item No. 134 - 153) Minot Set with Sterilizing Tray | | | | | |
| | 134 | Sponge Holding Forceps STR 9 1/2" (2pcs.) | | | | |
| | 135 | Bachaus Towel Clamps 3 1/2 (6pcs.) | | | | |
| | 136 | Knife Handle #3 (1pc.) | | | | |
| | 137 | Knife Handle #4 (1 pc) | | | | |
| | 138 | Mayo Scissors 6 3/4 STR (1pc) | | | | |
| | 139 | Metz Scissors CUR 7"(1 pc) | | | | |
| | 140 | Operating Scissors STR S/B 5 1/2 (1pc) | | | | |
| | 141 | Thumb Forceps 5 1/2 (1pc) | | | | |
| | 142 | Tissue Forceps 5 1/2 (1 pc) | | | | |
| | 143 | Mosquito STR 5" (4 pcs) | | | | |
| | 144 | Mosquito CUR 5" (4 pcs) | set | 4 | 40,000.00 | 160,000.00 |
| | 145 | Crile Forceps CUR 6 1/4 (4 pcs) | | | | |
| | 146 | Cushing Vein retractor 8" (14-mm) (2 pcs) | | | | |
| | 147 | Volkman Reractor 3 prong Blunt 8 1/2"(2pcs) | | | | |
| | 148 | Director and Tongue tie 5 1/2" (1 pc) | | | | |
| | 149 | Probe with eye 5 1/2"(1 pc) | | | | |
| | 150 | Yankeur suction tube-(1 pc) | | | | |
| | 151 | Crile wood needle holder 6" (2 pcs) | | | | |
| | 152 | Kidney basin (stainless) (1 pc) | | | | |
| | 153 | Rectangular basin (stainless) (1 pc) | | | | |
| | TOTAL (Approved Budget for the Contract) | | | | | 3,406,961.10 |
| 20.1 | <p>1. License to Operate (LTO)</p> <p><i>As part of post-evaluation process, bidders must have available instruments for demo/showing, inspection and actual testing by the end-users. Absence of demo units shall be a ground for post-disqualification.</i></p> | | | | | |
| 21.1 | <p>Additional Documents (as prescribed under COA Circular No. 2012-001 dated June 14, 2012)</p> <p>1. Certificate of Acceptance (see attached form)</p> <p>2. Tax receipts from the Bureau of Customs or the BIR indicating the exact specifications and/or serial number of the equipment procured by the government as proof of payment of all taxes and duties due on the same equipment, supplied or sold to the government (Administrative Order (AO) No. 200 dated November 21,</p> | | | | | |

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| | <p>1990)</p> <p>For Imported Items:</p> <p>a. Consular Invoice/Pro-forma invoice of the foreign supplier with the corresponding details</p> <p>b. Home Consumption Value of the items</p> <p>c. Breakdown of the expenses incurred in the Importation and Other requirements as specified in the Technical Specifications</p> |
| 21.5g | <i>None</i> |

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of 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 | |
|------------|--|
| 1 | <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to R2TMC. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to R2TMC. 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 <i>Mr. Cornelius Lambert Yoshiy or any staff at Property and Materials Management Office</i></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> <ul 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 |
| | <ul 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. |

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:

- 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) months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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| | <p>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> <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</p> |

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| | <p>their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <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.</p> |
| 2.2 | <p>Payment term shall be based on the payment term of the Supplier but not earlier than thirty (30) days depending on the cash availability of fund</p> |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>For deliveries of Goods - Property and Materials Management Office For Post-Qualification Stage – Date and place will be stated in the Letter/Notice.</p> |

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance |
|------|---|---|
| | | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |
| | <p><i>(See attached Technical Specifications for each of the instruments subject for bidding)</i></p> | |
| | | |

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) following ***GPPB Resolution 15-2021***;

Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**
- (e) Conformity with the Schedule of Requirements; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable and Brochures; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **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

- (h) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR 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; **and**
- (i) 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.

Class “B” Documents

- (j) 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.

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

