

Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando, Pampanga

PHILIPPINE BIDDING DOCUMENTS (As Harmonized with Development Partners)

PROCUREMENT OF GOODS

Government of the Republic of the Philippines

Re-Bidding of PR No. 23 - 1399 Supply & Delivery of VARIOUS MEDICAL EQUIPMENT & SUPPLIES

Sixth Edition July 2020

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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 Units. 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 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.

Glossary of Acronyms, Terms, and Abbreviations

Whenever the following terms or acronyms are used in these bidding documents, they shall have the following respective meanings:

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])

BDS - Bid Data Sheet

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])

IB – Invitation to Bid

ITB – Instructions to Bidder

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

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SECTION I. INVITATION TO BID

Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando INVITATION TO BID NO. 2023-64 MEDIC - BAC

INVITATION TO BID FOR PURCHASE REQUEST NO. 22-2209, 23-1399 and 23-1248
 The Provincial Government of Pampanga ("Province") intends to apply the following sums from the following funds, as follows:

SOURCE OF FUNDING/YEAR	APPROVED BUDGET FOR THE CONTRACT (ABC)	PURCHASE REQUEST NUMBER	DESCRIPTION
General Fund	Lot 1- 679,250.00	#22-2209	Lot 1- 95 pcs heavy duty seat sling hanging weighing scale (re-bidding)
General Fund	4,628,855.00	#23-1399	Supply and delivery of various medical supplies (re-bidding)
General Fund	Lot 3- 450,000.00	#23-1248	Lot 3- Supply and delivery of dietary/nutritiona supplements (re-bidding)

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- The Province invites bids for the above Procurement Project. Delivery of Goods shall be in accordance with the delivery schedule under Section VI. Schedule of Requirements. Bidders should have completed, within two 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. Instruction to Bidders.
- Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

- 4. Interested bidders may obtain further information from the Province and inspect the Bidding Documents at the Bids and Awards Committee (BAC) Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga between 8:00 A.M. to 5:00 P.M.
- 5. A complete set of Bidding Documents may be purchased by interested Bidders from July 6, 2023 (Thursday) between 8:00 A.M. to 5:00 P.M. up to July 26, 2023 (Wednesday) until 8:00 A.M. only from the given address above and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:

PURCHASE REQUEST NUMBER	ABC	AMOUNT
Lot 1- #22-2209	679,250.00	500.00
#23-1399	4,628,855.00 5,000.00	
Lot 3- #23-1248	450,000.00	500.00

The procuring entity shall allow the bidder to present its proof of payment of the fees in person.

- 6. The Province will hold a Pre-Bid Conference on July 14, 2023 (Friday), 9:00 A.M. at the Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga, which shall be open to prospective bidders.
- Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat Office thru manual submission at Ground Floor, Provincial Capitol, City of San Fernando, Pampanga on or before 8:30
 A.M. of July 26, 2023 (Wednesday). 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.
- Opening of bids will be on July 26, 2023 (Wednesday), 9:00 A.M. at the Bids and Awards Committee (BAC) Session Hall, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga. Bids will be opened in the presence of the bidders 'representatives who choose to attend at the activity.
- 10. Online bid submission is not applicable.
- 11. The **Province** reserves the right to accept or reject any and all bids, declare a failure 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without hereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to: ATTY. JOSE LUIS REY S. MUNSAYAC Chairperson - Bids and Awards Committee (BAC) Secretariat BAC Secretariat Office, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga
- 13. You may visit the following websites:

For downloading of Bidding Documents: www.pampanga.gov.ph

July 5, 2023

ATTY. CECIL L. ANDIN Chairman G /Pm Bids and Awards Committee

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, *The Provincial Government of Pampanga* wishes to receive Bids for the *Re-bidding* of the procurement of *Supply & Delivery of VARIOUS MEDICAL EQUIPMENT & SUPPLIES* with *Identification Number: Purchase Request No. 23 - 1399.*

The *Re-Bidding* of the procurement of *Supply & Delivery of VARIOUS MEDICAL EQUIPMENT & SUPPLIES* is composed of *One (1) Lot*, the details of which are described in Section VII (Technical Specifications).

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

2. Funding Information

- 2.1. The Provincial Government of Pampanga through the source of funding as indicated below for *GENERAL FUND CY 2023* in the amount of *Four Million Six Hundred Twenty-Eight Thousand Eight Hundred Fifty-Five Pesos (Php* 4,628,855.00).
- 2.2. The source of funding is *LGU's proposed Local Government 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, 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 **Invitation to Bid (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.

- 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;
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder 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: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. 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 **Instruction to Bidders (ITB)** Clause 18.

7. Subcontracts

The Procuring Entity has prescribed that *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 *(Please refer to Paragraph 6 of Invitation to Bid (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 **Invitation to Bid (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 **Instruction to Bidders** (**ITB**) Clause 5.3 should have been completed within (*Please refer to paragraph 2 of the Invitation to Bid*) 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 Invitation to Bid (IB)* shall not be accepted.

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 the BDS.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **Bid Data Sheet (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 Peso.*

14. Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **Bid Data Sheet (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 calendar days from 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.

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 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 5 of the Invitation to Bid (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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids under **Section I of the ITB**,, 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 **Instruction to Bidder (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 **Bid Data Sheet (BDS)** for purposes of the NFCC computation pursuant to Section 23.4.1.4 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 **One (1) Project having several items that shall be awarded as one (1) 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

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

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

(Revised)

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. "MEDICAL EQUIPMENT/SUPPLIES"
	b. Completed within <i>two (2) years</i> prior to the deadline for the submission and receipt of bids.
7	"Subcontracting is not Allowed"
13.2(a)	The Bid prices for Goods supplied shall be quoted in <i>Philippine Peso</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms:
	 <u>Php 92,577.10</u> 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
	2. Php 231,442.75 5% of ABC, if bid security is in Surety bond; or
	Any combination of the foregoing proportionate to the share of form with respect to total amount of security
15.1	Each Bidder shall submit One (1) Copy of the first and second components of its bid.
15.2	All Envelopes shall be marked as follows in <i>Capital Letters:</i>
	ENVELOPE MARKING Name and Address of Bidder The Chairperson Bids and Awards Committee Provincial Government of Pampanga Capitol Compound, CSFP
	Name of Project Contract ID
	DO NOT OPEN BEFORE: [Insert date & time of opening of bids]
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	The bidder with the Lowest Calculated Bid shall submit ALL of the following post qualification requirements:
	 Copy of the following valid and current Eligibility and Financial Documents listed in PhilGEPS Certificate of Registration (Platinum Membership), as follows: a) Registration Certificate issued by Security and Exchange Commission (SEC) or Department of Trade and Industry (DTI); b) Mayor's Permit or its equivalent document; c) Tax Clearance; and d) Latest Audited Financial Statement License to Operate (LTO) for Medical Devices; Certificate of Product Registration (CPR) for item/s no. 32,50 and 64; Certificate of Product Notification (CPN) for item no. 34.
21	No further instruction.

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 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 and, if applicable, additional tests specified in the **SCC**, **Section IV (Technical Specifications)**. 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

~~~	Special Conditions of Contract
GCC	
Clause	
1	Delivery and Documents –
	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered to the Provincial Government of Pampanga thru Provincial Disaster Risk Reduction & Management Office (PDRRMO) PEO Compound, Sindalan, City of San Fernando, Pampanga in accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are Delivered Duty Paid (DDP) to The Provincial Government of Pampanga thru Provincial Disaster Risk Reduction & Management Office (PDRRMO) PEO Compound, Sindalan, City of San Fernando, Pampanga. 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 as stated above.
	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:
	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.
3	Within ten (10) calendar days from receipt of the <i>Notice of Award</i> 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.
	<ul> <li>(a) The Procuring Entity's address for Notices is: BIDS AND AWARDS COMMITTEE – SECRETARIAT OFFICE, Ground Floor, Provincial Capitol Bldg., City of San Fernando, Pampanga</li> <li>The Supplier's address for Notices is:</li> </ul>
5.1	One (1) year warranty for items no. 18, 20, 52, 68, 69, 70, 75, 76, 77, 83, 85, 86, 89, 90. Six (6) months warranty for the remaining items.
5.2	Replacement of defective items within three (3) days upon notification by the end- user.
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### **Special Conditions of Contract**

## SECTION VI. SCHEDULE OF REQUIREMENTS

### **SCHEDULE OF REQUIRMENTS**

ITEM	Item	Quantity	Delivery
NO.	Description		Date
	<b>Re-Bidding</b> for the Supply & Delivery of VARIOUS MEDICAL EQUIPMENT & SUPPLIES	1 lot (Please refer to Section VII. Technical Specifications for the quantity of items)	Within Sixty (60) calendar days upon receipt of the <i>Notice to Proceed</i>

### Instruction/Conditions:

1. Brochure of the items being offered must be attached or brand/model/type must be indicated in the bid.

I hereby certify/undertake to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

## SECTION VII. TECHNICAL SPECIFICATIONS

ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
1	4	boxes	Suction Catheter Lenght: at least 50 cm ch/fr 5 - green 8 - blue 12 - white 14 - green > smooth rounded tip and lateral eyes non toxic and kink resistant > 50 pcs./box	
2	3	units	Manual Suction (Pump Suction) Peak flow rate: >20L/min Bottle capacity: at least 200ml Material: Plastic With additional 2 soft catheter, 1 small 1 large	
3	3	units	<ul> <li>Pin type Oxygen Tank with Bourdon Regulator (15lbs)</li> <li>&gt; Oxygen Tank 15 lbs with content complete set</li> <li>&gt; Pin Type Oxygen Aluminum Cylinder</li> <li>Includes:</li> <li>- Pin Type</li> <li>- Regulator</li> <li>- Nasal Cannula</li> </ul>	
4	3	units	Oxygen Tank Trolley > at least 20lbs > Aluminum good quality material > adjustable handle base on your comfort height > with strap made your oxygen tank fix > high quality	
5	10	sets	<ul> <li>Oxygen Mask (Adult, Child, Infant)</li> <li>Made from special non-toxic medical grade PVC</li> <li>Two holes to allow carbon dioxide exhaled by the patient to escape</li> <li>Nasal clip for secure fixation over the patient's nose</li> <li>Elastic band for placement around the head</li> <li>Transparent tubing to connect the mask to the oxygen source</li> </ul>	
6	3	sets	Bag-Valve Mask (Adult, Child, Infant) > Ambu Bag / Manual resuscitator adult pvc material manual respiratory baloon pvc mask oxygen tube reservoir bag	
7	3	sets	<b>Oropharyngeal Airway</b> > 8 pcs. mixed airway tube gas guide tube for Patients Disposable Oral > Air Way White Color Coded Guedel Airway Tube For First Aid	
8	3	sets	Nasopharyngeal Airway > Made from 100% PVC > For nasal airway management only > 11 pcs./set	

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ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
9	3	units	Nebulizer with Nebulizer Kit > Small, light tabletop nebulizer > weighing less than 9.5 oz. (3.5x lighter than most other compressor models) > Fast, efficient operation > with a nebulization rate of 0.30mL/minute and particles as small as 3 um Median Mass Aerodynamic (MMAD) > Quiet motor > runs at less than 52 dB > Advanced engineering > allows it to administer medication as effectively as tabletop models three times its size > 220 - 240 volts	
10	3	sets	Sphygmomanometer with BP Cuff Adult set & Child set > Pediatric cuff 10-19 arm circumference > Adult large cuff 33-47 arm circumference Material: fabric cover neoprene bladder	
11	3	units	Stethoscope > Monitor and assess a wide range of patients > Detect normal and abnormal sounds and rhythms > Useful in non-critical care environments such as a medical office, general ward, OB/GYN, ambulatory clinic or urgent care > Designed for use with adult and pediatric patients > Tunable, dual-sided stainless steel chestpiece with open or closed bell > Non-chill bell sleeve for greater patient comfort > Soft-sealing ear-tips provide optimal comfort and excellent sound occlusion	
12	6	sets	C-Collar (Adult & Child) > provides effective cervical spine immobilization all different types of injury > Features a bio-engineered front with a specific designed to work together providing a great fit > Removable Sorbatex pads are designed to protect skin integrity during extended wear > Angulation buttons on the sides allow easy adjusting	
13	3	units	<ul> <li>Head Immobilization Device</li> <li>Made of two plastic high density foams</li> <li>Waterproof and antibacterial plastic coated</li> <li>Two holes to control patient's ears</li> <li>Easy to use</li> <li>Easy to clean</li> <li>Easily fixed to the stretchers (scoop and spinal board) with special straps</li> <li>X-ray translucent and MRI compatible</li> </ul>	

	Re-Bidding					
ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*		
14	3	units	Lower Extremity Traction Splint Length Max: at least 54 inches Length Min: at least 36 inches Height Max: at least 9 inches Height Min: at least 9 inches Width: at least 9 inches > made of aluminum alloy > with adjustable nylon strap > with carry bag (with PDRRMO Logo)			
15	5	sets	Rigid-Support Padded Splint > A total of six splints (2 of each size) - Carrying/storage case-smooth & Cleanable surface - These items are latex Free			
16	100	pieces	<b>Triangular Bandage with logo</b> Triangle Dimension: approx. 200cm x 75cm x 75cm Cloth Material: tetoron Fabric, with PDRRMO Logo			
17	3	units	Scoop Stretcher > Made of high quality aluminum materials > comes with 2 fastenable straps to keep patient immobable during use > Length is adjustable to accomodate patients with varying height Material: Aluminum Size(opened): approx. 200x40x7cm Size (When folded): 115x40x7cm Maximum weight capacity: 160 kg Gross weight: 10kg			
18	2	units	Vacuum Mattress with Manual Pump Material : made of PVC Product Size(L*W*H) : at least 198cm x 97cm x 7cm Self weight : at least 6kg Capability : at least 160kg Features: - Includes a pump that is used to deflate the mattress to create a hard stretcher - Fire-retardant material,strong particles inside - Can be for X-ray and MRI - Easy to Clean			
19	10	pieces	Sterile Burn Sheet > 60 in x 90 in sterile burn sheet > can be folded for use as a partial or full size blanket > wet or dry			
20	1	box	Sterile Dressing 10"x30" or larger > approx. 10" x 30" (25.4 cm x 76.2 cm) box of 50's Sterile For First Aid Applications: Lacerations, Fractures, Abrasions/ Burns, Penetration Wounds > Absorbent			

Item No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
			> Single Use > Not Made with Natural Rubber Latex Packaged: 1 Each Per Pack, 50 packs per box	
21	20	boxes	Sterile Dressing ABDs 8"x10" or larger > highly absorbent pad that is effective as a primary or secondary dressing for heavily draining wounds > Composed of an absorbent cellulose inner layer and a soft non-woven outer layer, allows maximum drainage over the entire pad > Comfortable to the skin, the outer layer provides maximum wound protection > The pad is securely sealed on each side to prevent lint and fiber from contaminating the wound > Individually packaged in peel-back sterile pouches to ensure aseptic technique > 16 pads / box	
22	30	boxes	Sterile Dressing 4"x4" > Absorbent guaze pad 4x4 inches size 100pads per box > Sealed per each > 24x28 inches mesh > 8ply of 4x4 inches > Single pack > Guaze pad are used in a number of different applications and great for general cleaning dressings prepping packing and debriding woundsIt can also be used as a temporary absorbent dressing over wounds	
23	30	boxes	Sterile Gauze Roll Size: 2" x 10 YDS > Ideal for multiple wound care applications > Unique crinkle-weave pattern > Soft, conformable and sterile > 12 pcs./box	
24	30	sets	Elastic Bandage > High quality Elastic Bandage In 4 sizes - 2" x 5 yards - 3" x 5 yards - 4" x 5 yards - 6" x 5 meters > Non-sterile > Made of cotton, polymide and elastic	
25	25	pieces	Sterile Occlusive Dressing 3"x8" or larger > Waterproof , sterile barrier > Protect Site or wound from external contaminants such as a bacteria, viruses, blood and body fluids > Breathable films lets oxygen in and moisture vapor and oxygen exchange	

ltem No.	Quantity	Unit of	Specification	Statement of
		Issue		Compliance*
			<ul> <li>Provides a moist environment for enhanced wound healing</li> <li>Unique , thin film conforms to the body and flexes with the skin for greater patients comfort</li> </ul>	
26	20	boxes	Adhesive Tape Roll 2" (Hypoallergenic/Non-Hypoallergenic) > Micropore 2 inches > 6 pcs per Box (sealed) > Gentle adhesion > Conformable and highly breathable > Reliably secures dressings and devices to skin > Hypoallergenic and not made with natural rubber latex	
27	3	sets	<b>OB Kit</b> Height: 10.5", Width: 13.5", Thickness: 6.5" Contents: medtray, kidney basin, povidone 15ml, 1 kelly forcep 5 1/2straight & 1 curved, surgical scissor, bandage scissor, syinge 1cc,3cc,5cc,10cc, thermometer, surgical tape 1", urine collector (pedia,adult), penlight, or cup, dropper, gauze bandage 2x10yds, tongue depressor (sterile), cotton applicator (big,small head)sterile, retractable tape measure, cotton balls 50pcs, tournequet (flat blue)(buckle), glov es sterile, cord clamp, face mask, triagular bandage, cotton canester	
28	10	pieces	Blanket for Newborn > 100% combed cotton for breathability and comfort > Fabric phthalate-free, formaldehyde-free > pH Value safe which is perfect for baby's sensitive skin	
29	5	pieces	Eye Protection (goggles) > Lightweight at least 39g for comfort when worn over long periods > Made from polycarbonate (PC) material for impact and scratch resistance > Conforms to the 2C-1.2 (EN 170:2002) standard meaning eyes are protected from UV (ultraviolet) light	
30	50	boxes	Surgical Mask > 3 Ply Non-Woven Material > Elastic Ear Loop. Material:Non-woven Fabric, Thermal Insulation Cotton > 100 pcs/box	
31	50	boxes	Hepa Mask > FDA Cleared for use as surgical mask > Helps protect against certain airborne biological particles > Fluid resistant and disposable > 50 pcs./box	
32	20	boxes	Sterile Gloves > Powder free > Rubber latex > Sterilized by gamma radiation	

ltem No.	Quantity	Unit of	Specification	Statement of
		lssue		Compliance*
			> Sterile until package is opened or damaged	
			Size: 7.5"	
			> 50 pairs/box	
33	50	boxes	Non-sterile Gloves (XL)	
			> Light thickness at least 0.06mm > Non-sterile	
			> Powder-free	
			> Ambidextrous	
			> Beaded cuff	
			> Textured fingers for better grip	
			> 100 pcs per box / 50 pairs	
34	50	gallons	Alcohol	
		-	> 70% alcohol	
			> Isopropyl Unscented	
			> Anti virus	
			> Antiseptic	
			> FDA approved	
35	3	pieces	Sharp's Container (Puncture Proof)	
			> Suitable for disposing disposable needles, syringes, various	
			blades, suture needles, pipettes and glass slides, etc	
			> With a translucent top prevents overfilling and a safe locking snap-top lid avoids re-opening and injury	
			<ul> <li>Made of puncture and impact resistant plastic material, durable</li> </ul>	
			and tough	
			> Compact, easily fits into a backpack, perfect for traveling and	
			on the go use	
			> medical supplies disposal	
			Material: Plastic Size: Approx. 9.5 x 9.5 x 15.5cm/3.74 x 3.74 x 6.10inch	
36	3	sets	Blood Glucose Meter Set (with extra strips and lancets)	
			> With Target range indicator	
			<ul> <li>&gt; With Advanced accuracy</li> <li>&gt; Ready to use out of the box</li> </ul>	
			Easy-edge test strip - effortless blood application on a	
			wide dosing area	
			> with 50 strips and 50 lancets	
37	6	units	Infrared Thermometer	
07	Ŭ	01m3	Fever Alarm - Audio fever warning, you can set the warning value	
			Measuring time: less than 1 second	
			Automatic shutdown time: 15 seconds	
			Measuring distance: 3 - 5cm	
			Battery type: 2 x AAA battery (included)	
38	5	units	Trauma Shears	
			> Heavy duty style shears for EMT / paramedic, emergency	
			medical technicians, nurses and doctors for every day trauma use	
			> Tools 420HC Stainless Steel > Folding Medical Shears	

Quantity	Unit of	Specification	Statement of
	lssue	specification	Compliance*
		> Ring Cutter > Ruler at least 5 cm	
10		<b>Alcohol Swabs</b> > 70% isopropyl alcohol > 100 pcs./box	
10		Capacity: 500ml > Plastic Plug Prevents Leaks > Made from soft rubber with ribbed texture and design	
3		<ul> <li>&gt; Auto Light Up Emergeny Function</li> <li>&gt; at least 3 watts LED Torch Light</li> <li>&gt; approx. 180 Lumens</li> <li>&gt; approx. 4V 3Ah sealed lead acid battery</li> <li>Charging Time: 20-24Hrs</li> <li>&gt; USB Phone Mobile Charger</li> </ul>	
20	-		
20		> Plain White Pillow	
20		> 18" x 28" dimension > with zipper	
20	pieces	<b>Surgical Towel</b> Size: approx. 70cm by 140cm Color: blue Material: Cotton	
3	sets	<b>Emesis Basin 3 sizes (Kidney Basin)</b> Colour: silver Material: stainless steel Size: at least 200mm x 210mm x 225mm	
	10 3 20 20 20	10boxes10pieces3units20pieces20pieces20sets20pieces	> Ruler at least 5 cm > Oxygen Tank Wench > Carbide Glass Breaker10boxesAlcohol Swabs > 70% isopropyl alcohol > 100 pcs./box10piecesHot and Cold Compress Capacity: 500ml > Plastic Plug Prevents Leaks > Made from soft rubber with ribbed fexture and design > Thermoplastic material > Anti-scalding texture, open pocket, PP cover, smooth edge3unitsFlashlight > Auto Light Up Emergeny Function > at least 3 watts LED Torch Light > approx. 180 Lumens > approx. 180 Lumens > approx. 180 Lumens > approx. 200 AC 50/60Hz20piecesBlanket > blanket in Queen Size, 100% cotton > cotor moss green20piecesPillow > Plain White Pillow > Washable > Hypoallergenic Size: 18" x 28" (approx.) Inside: Microfiber Cotton Mix20setsFlilow Case > Super Soft, Fade Resistant, Hypoallergenic Size: approx. 70cm by 140cm Color: Blue Material: stainless steel3setsEmesis Basin 3 sizes (Kidney Basin) Colour: silver Material: stainless steel

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ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
47	3	units	<b>Bed Pan</b> > stainless steel, high strength, safety and health, non-toxic and tasess, not easy to breed bacteria	
48	3	units	Urinal > stainless steel, high strength, safety and health, non-toxic and tasess, not easy to breed bacteria	
49	10	packs	Incontinence Pads - disposable > high-quality absorbent pads with diamond-like shape channels for evenly quick absorption > Recommended for bedridden hygiene, post-surgery, post-maternity, and infant sanitary care > 10 pads per pack	
50	10	tubes	Lubricating Jelly > Clear > Non greasy > water base lubricant > 100 ml per tube	
51	12	units	<b>Cot Bed</b> Parameters: 4 Legs Bed :approx. 178*56*30cm(L*W*H) Color: Grey Material: Metal tube, environmentally friendly polyester, Oxford cloth Fabric Bearing capacity: approx. 100kg	
52	1	unit	Stair Chair Dimension: approx. 130cm x 50cm x 150cm > operator position > adjustable handles > built-in descent control Load Limit: at least 150kg	
53	5	sets	Penlight > Adjustable focus range for different usage Type: Medical Flashlight Battery: 2 x AAA Batteries included Material: Alloy	
54	10	units	Torniquet > Natural Rubber > Improve sample blood quality > Reduce pressure, relieves user's uncomfortableness	
55	20	units	Thermal Blanket > approx. 66" x 90" > Waterproof, Windproof, Compact & Light Weight > polyethylene material	
56	3	units	<b>Trashcan (medical)</b> approx. L - 42cm, W - 40cm, H - 43cm, 30 Liters capacity > plastic material with pedal	

ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
57	50	pieces	Nasal Cannula > Made from premium non-toxic PVC > Standard (nonflared) nasal prongs > Standard (non-universal) connector and standard tubing	
58	40	pieces	Surgical Drape > approx. 40x40cm with 10cm hole > Sterile	
59	10	boxes	<b>Wooden Tongue Depressor</b> Size: approx. 150mm x 18mm x 1.6mm Material: wooden > 100 pcs/box	
60	20	boxes	Sterile Eye Pads > approx. 4cm x 6cm (50pcs/box) > Constructed of absorbent cotton filler > Covered with soft non-woven fabric > Provides protection to the eye when required > Oval shape > Sterile packaging	
61	20	packs	<b>Cotton Balls</b> > Regular Cotton Balls > 150pcs per pack	
62	5	pieces	Mallable Splint > standard size splint measures up to 4.25 x 36 inches and weighs 4 ounces; the finger splint measures up to 1.8 x 3.75 inches and weighs 0.2 ounces Protection Kit Includes: 1 Regular Sam Splint > Foam and aluminum layers	
63	10	packs	<ul> <li>Band-Aid (Family Pack)</li> <li>&gt; 280 Count (pack of 1)</li> <li>&gt; Box Size: Dimensions LxWxH approx 1.7 inches x 2.3 inches x 1.5 inches</li> <li>&gt; Style Assorted</li> <li>&gt; Item Weight at least 0.3 lbs.</li> </ul>	
64	10	bottles	Povidone lodine > 1 liter / bottle > 10% lodine content	
65	10	boxes	<b>Cotton Applicator</b> > used for cleaning wounds, applying medicine and topical dressings Dimensions: approx. 6" Overall Length > 100 pcs/box	
66	20	packs	Wound closure band aid > 10pcs Skin Closure Strip Band aid Waterproof > Adhesive Bandage for small wounds care no need to suture skin Item Type:Braces & Supports Application:Hand > 10 pcs. per pack	

			ke-Bidding	Charles and the
ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
		15500		Compilation
67	20	sets	Zip Stitch Closure Band Aid	
			Type: Zip Tie Wound Closure	
			Application: Body	
			Item Dimension: approx 2.8 inches x 2.4 inches x 0.5 inches	
			Color: Clear	
			Quantity: 3Pcs/Set	
68	1	unit	Trauma Mannequin	
00		unit	Size: approx 127cm x 48cm x 22cm	
			G.W.: 20KGS	
			Material: vinyl foam rubber	
			> full set of different wound simulators for wound care evaluation	
			training in nursing skills training courses	
			> Simulating many kinds of traumas, such as burned skin which	
			can be replaced	
			> simulating the washing, disfection, hemostasis, enswathing,	
			fixing and carrying of the wound, simulating the opened fracture	
			parts of the body etc.	
			Components:	
			- Facial burn: 1, 2, 3 degree	
			- Laceration in forehead	
			- The wound in jaw	
			- Opened clavicular fracture and contusion wound on the chest	
			- The wound in abdomen with small intestine evisceration	
			- Opened fracture of right hand (including parenchyma laceration,	
			fracture)	
			- Bone tissue exposure	
			- Gun wound in the right palm	
			- Opened fracture of right thighbone	
			- Compound femur fracture of left thigh	
			- Metal pricking wound in right thigh	
			- Opened tibia fracture of right leg	
			- Opened fracture of right foot with truncating trauma on	
			small phalanx	
			- Burns in left forearm: 1, 2, 3 degree	
			- Truncating trauma on left thigh	
			- Closed tibia fracture of right leg and contusion wounds in	
			left ankle and foot	
69	1	unit	Airway Mannequin	
			> Vinyl Foam Rubber	
			<ul> <li>Practice bag v alve mask v entilations, oral or nasal intubation,</li> </ul>	
			EOA, Combitube, and other airway management techniques.	
			Works well with curved or straight laryngoscope blades. Comes with	
			realistic cricoid cartilage (for cricoid pressure) and realistic teeth.	
			Laryngospasms can be simulated	
			> manikin features oral pharynx, tongue, epiglottis, v ocal cords,	
			stomach, trachea, right and left bronchus, esophagus with stomach,	
			articulating jaw, upper and lower teeth, bilateral nasal passages,	
			soft face skin, and laryngospasms.	
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ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
	_			
70	3	units	Trauma backpack	
			> Converts your 2 bags into a 1 bag system	
			> approx 3" x 17.5" front name tape area, tape included	
			> Front laser cut modular light weight load carrying equipment	
			(MOLLE) panel for accessory customization	
			> Fits 4+ TS2-Ready modules internally or 2 externally	
			> 1 Deep stuff pocket, 2 stick t Strips and shoulder strap with	
			metal hardware included	
			> With bag attachment to add O2 cylinder storage	
			> Increased size can support All-In-One VIPR O2 systems	
			> Oversized zippers	
			> Matte finish metal hardware	
			> Double stitching on all stress points	
			> Riveted bottom skid runners prevent wear	
			> Inner foam construction maintains shape and protects contents	
			> Comfort-Grip carry handles with reflective logos on sides of the	
			bag (except on black)	
			> Lined back and bottom resists water and wear	
			> Hideaway adjustable, padded, contoured yoke backpack strap	
			harness system easily distributes weight for maximum comfort	
			> Adjustable sternum and waist belt, lumbar support	
			> Reflective front/back/side panels, tie down loops, zipper, and	
			handle logos (except on black)	
			> Removable Unit/ Contents identification panel that can be	
			replaced with your own custom embroidery panel	
			> hideaway zippers for 2 optional side TS2 Ready modules	
			> for 4 removable deep pockets, 12 removable	
			Stickit Strips, or combinations of both	
			> Large easy pull pullers allow easy access	
			> all main compartments open completely in front of first responder	
			<ul> <li>Zippered internal compartments</li> </ul>	
			> Customizable internal main compartment using SLIDERS System	
			> Overlapping internal panels secure contents	
			> Dual large external zippered clear pockets	
			> Solid-Grip, large main carry handle	
			> All compartments have air dry capability	
			> Dimensions: approx. 15" x 22" x 9.5"	
			> With PDRRMO Logo (3" Circumference)	
71	5	units	CPR Mask with One Way Valve	
/ 1		01113	> latex free	
			> with rigid plastic case	
			Dimensions: 10cm x 13cm x 5cm	
72	3	units	Digital Blood Pressure Apparatus (Adult)	
			> 22-32 cm cuff size	
			> Cuff Wrapping Guide	
			> Hypertension Indicator	
			> Body Movement Detection	
			> at least 30 reading Memory	
			Stores last 30 BP readings	
			_	
			> Irregular Heartbeat Detection	

			Ke-Bidding	Charles and the
Item No.	Quantity	Unit of	Specification	Statement of Compliance*
		Issue		compliance.
			Contents:	
			- Main unit	
			- Arm cuff	
			- 4 "AA" batteries	
			- Instruction manual	
73	3	units	Palm type BP cuff	
			> High Quality	
			> Velcro Cuff	
			> Reliable Accurate	
			> Calibrated approx 300 mmHg	
			> Palm Type Aneroid BP Package Contents:	
			- BP Instrument with Cuff	
			- User Manual	
			- Carry Zip Case	
74	1	unit	Teaching Training Stethoscope	
			> approx 24" tubing for comfortable 2-person use	
			> Includes 2 binaurals 2 pieces of Y-tubing a Y-connector and	
			an extension tube	
			> Length approx 36"	
75	1	unit	CPR Mannequin (Adult)	
	-	••••	Includes:	
			- 1 Mannequin	
			- 1 CPR monitor (with two AA batteries)	
			- 10 Lung Bags	
			- Instruction sheet	
			- 1 travel bag	
76	1	unit	CPR Mannequin (Child)	
		0111	Includes:	
			- 1 Mannequin	
			- 1 CPR monitor (with two AA batteries)	
			- 10 Lung Bags	
			- Instruction sheet	
			- 1 travel bag	
77	1	unit	CPR Mannequin (Infant)	
		01 III	> Infant CPR-AED Training Manikin (with CPR Monitor) with	
			10 Infant Face-Shield Lung-Bags, an Instruction Sheet and a	
			nylon carrying case	
70	_			
78	5	pairs	EMS Shoes	
			Inlay sole: Textile Lining: Textile	
			Outsole: Rubber	
			Upper: Textile / Synthetic	
			Drop: approx 6.5 in mm	
			Heel stack height: approx 26 mm	
			Forefoot stack height: approx 20 mm	
			Lacing system: Quicklace	

			Ke-Bidding	
ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
79	3	sets	Pneumatic Splint Set > set of pneumatic plastic splints including: carrying case, pump, splint for hand/wrist, arm, forearm, foot, short leg, long leg > multifunctional nursing splint can be used for both the left and right limbs at same time Inclusive of: - adult arm splint, adult leg splint, shoulder joint splint, child arm splint, child leg and waist splint, straps and carrying bag, with printed PDRRMO logo - made of leather - suitable for X-ray and MRI - 6 pcs of splints (pneumatic)	
80	3	units	<ul> <li>Kendrick Extrication Device KED</li> <li>Hard plate inside for immobilization use</li> <li>Durable Nylon surface makes patients feel comfortable</li> <li>Easy to clean and maintain</li> <li>Different Color Straps</li> <li>Bag Included with PDRRMO Logo 3" circumference</li> </ul>	
81	5	units	Red First Aid EMS Response Hi Visibility Paramedic Ambulance Rescue Mesh Reflective Safety Vest with Logo > Full front and back mesh 1000 Denier nylon first aid vest has 5 large front pockets w/ adjustable straps to ensure a comfortable fit > Radio pocket with flashlight holder and reflective back pocket that can be printed with title > Features a highly durable zipper closure and approx 2 1/44" x 3M reflective tape > With Velcro patches and PDRRMO Logo	
82	5	units	Fingertip Pulse Oximeter Spo2 Pulse Rate Monitor Blood Oxygen Saturation with OLED Blood oxygen saturation measurement range: 70%-99% Pulse rate Measurement range: 30BPM-240BP Oxygen saturation Measurement accuracy: $\pm 2\%$ in the range of 70%~99%, $\leq$ 70% not defined Pulse rate Measurement accuracy: $\pm 1$ BPM or $\pm 1\%$ of measured value (takes a larger value) Oxygen saturation Resolution: Blood oxygen saturation $\pm 1\%$ Perfusion index: $\geq 0.2\%$ , $\pm 0.1\%$ Power consumption: less than 30mAh Auto power off: 8 seconds automatic shutdown when no finger is inserted Operating temperature: $5 \circ C \sim 40 \circ C$ Storage humidity: $15\%$ ~80% working, $10\%$ ~80% Storage atmospheric pressure: 70Kpa~106Kpa Battery model: $2*1.5V$ (2 AAA alkaline batteries Material: ABS PC > Batteries included	
83	1	unit	AED Trainer Spanish/English Bilingual - Easy to replace module containing current CPR guidelines and two languages > Clear confident voice prompts. Also CPR prompts to help the student keep pace with chest compressions > with a Three Year Warranty	

	Quantity	Issue	Specification	Statement of Compliance*
		13300		compliance
			Pad Sensing System - Detects Pad Placement - unique Pad	
			Sensing System automatically detects when each pad is placed on	
			the manikin which simulates a live AED allowing for a more realistic	
			training class	
			> Quality pads that last. High quality training pads that will last a	
			long time with a minimum of 50-60 applications	
84	6	pairs	Replacement Pads for AED Trainer	
			> Pads have a patented feature which senses proper pad	
			attachment to a manikin. This Pad Sensing System allows the	
			AED Trainer to be used with almost any CPR manikin. The	
			silicone base adhesive on the pads, coupled with the foam structure,	
			ensures easy application & removal with no residue. Pads can	
			be used approximately 100 times (with proper care) during CPR/AED	
			classes. Dual-graphics pads work for both adult and child training.	
85	2	units	AED Plus Defibrillator	
			> Real time feedback	
			> with audio and visual prompts	
			Inclusive of:	
			One CPR-D Adult pads one piece electrode pad with	
			real CPR Help -Ten type 123 Lithium Batteries -Bag	
			> Batteries included	
86	2	units	AED CPR Pads	
			Shelf Life: 5 years	
			Conductive Gel: polymer hydrogel	
			Conductive Element: tin	
			Packaging: multi layer foil laminate pouch	
			Impedance class: low	
			Cable Length: approx 36 inches	
			Complete Assembly:	
			- Folded Length approx 7.6 inches	
			- Folded Width approx 7.0 inches	
			- Folded Height approx 1.5 inches	
87	2	sets	AED 123A Lithium Battery	
			AED Battery Type 123A Lithium Batteries, quantity of ten (10)	
			batteries per set for the AED. AEDs operate on batteries only	
88	2	units	Portable Suction Machine	
			> Oil-free lubrication pump	
			> Square negative pressure dial	
			> Large Reservoir Bottle approx 1000ml	
			> Low noise	
			> Power supply: AC 220V± 10% 50Hz± 2%	
			> Input Power: at least 44VA	
			> Power: ≤ 90VA	
			> Max negative pressure value: ≥ 0.075MPa	
			> Pumping rate: ≥ 15L/min	

Item No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
89	2	sets	Laryngoscope set (Pedia and Adult) > Comes with 3 or more Blades (Macintosh 1 2 3) > Fiber Optic > Medical Stainless Steel > Light Blades for ease of use > Precision Connection Technology between handle and lens to ensure that no light is lost > Operates using 2 Size C Batteries	
90	2	units	<ul> <li>Defibrillator Manual with Cardiac Monitor</li> <li>Delivers up to 360 joules into a 50 ohm impedance</li> <li>ECG Monitoring with 3 or 5 lead patient cable</li> <li>Up to 2.5 hours of monitoring on battery power</li> <li>Integrated CPR assistance</li> <li>ADAPTIV Biphasic Technology Manual; AED External Defibrillation</li> <li>at least 8.4" color LCD screen</li> <li>CPR metronome uses audible prompts to guide you without distracting vocal critique</li> <li>Non invasive pacing (demand &amp; non-demand)</li> <li>12-Lead ECG capability</li> <li>at least 100mm printer</li> <li>Lithium-ion dual battery system</li> <li>Handle that fits two gloved hands for easy pass off</li> </ul>	
91	10	pieces	Jumpsuit or Gown (XL) > Non woven fabric > anti-static > water resistant > FDA approved	
92	10	packs	Shoe Cover Polythene / Plastic Material Elasticated Ankle for Secure Fit 100pcs (50pairs) per pack One size fits all * See Annex A for pictures of the items)	

*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 the equipment offered. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referrenced to that evidence. Evidence shall be in the 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 provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).

## I hereby certify to comply with the Technical Specifications of all the items to be Bid.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date



Oxygen Pin Type with bourbon regulator

Bag Valve Mask (Adult, Child & Infant)

Oropharyngeal

Airway

Nasopharyngeal Airway

> Nebulizer with nebulizer kit







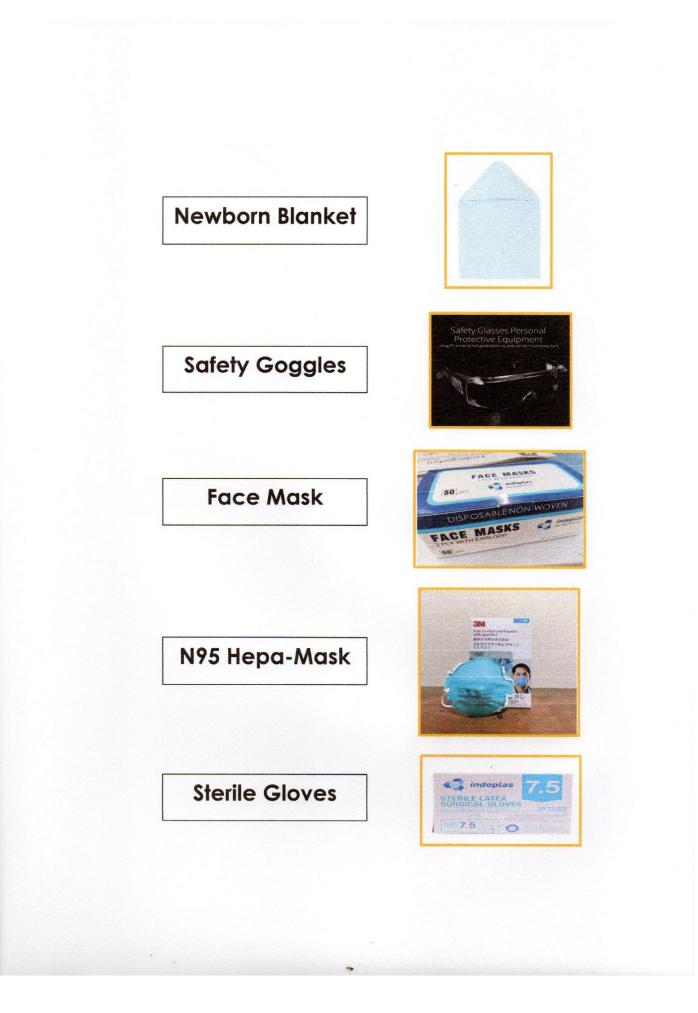


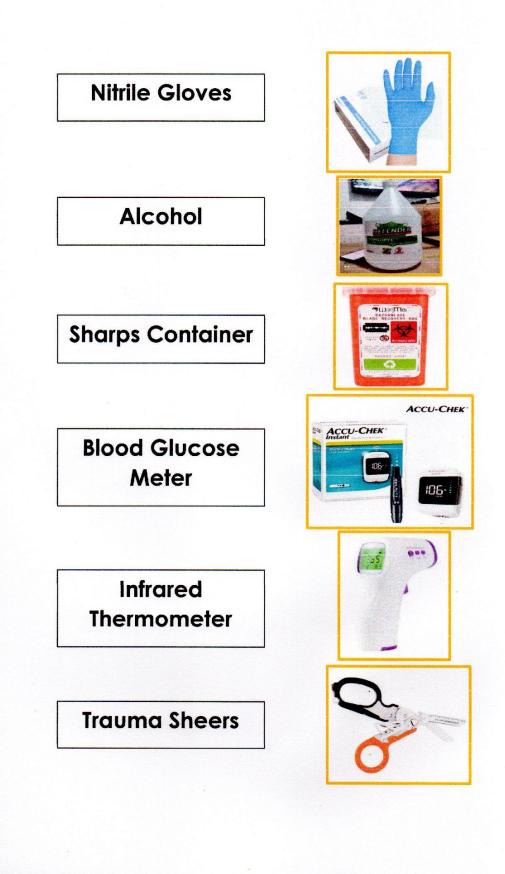


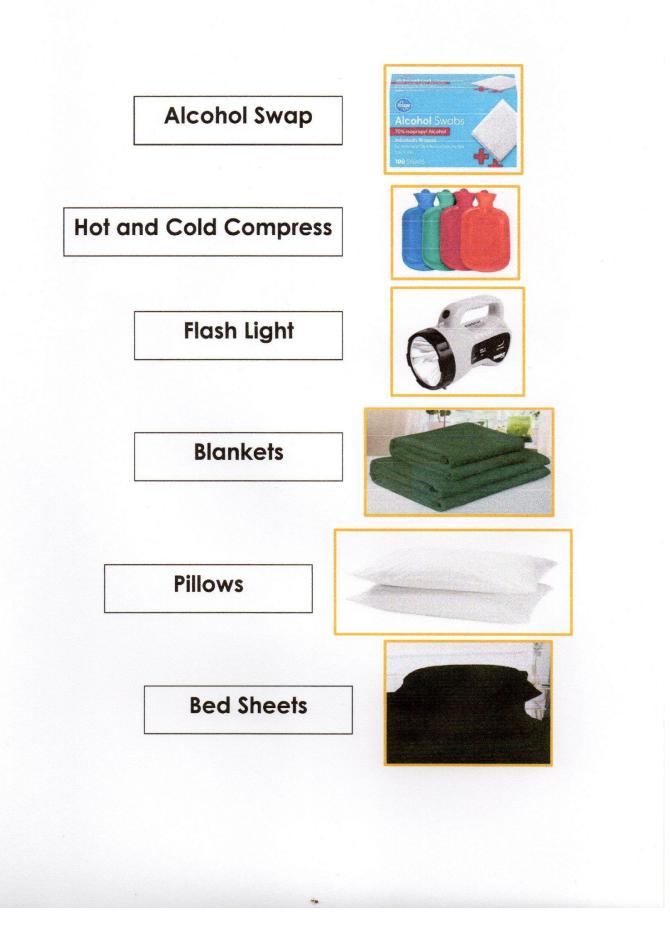


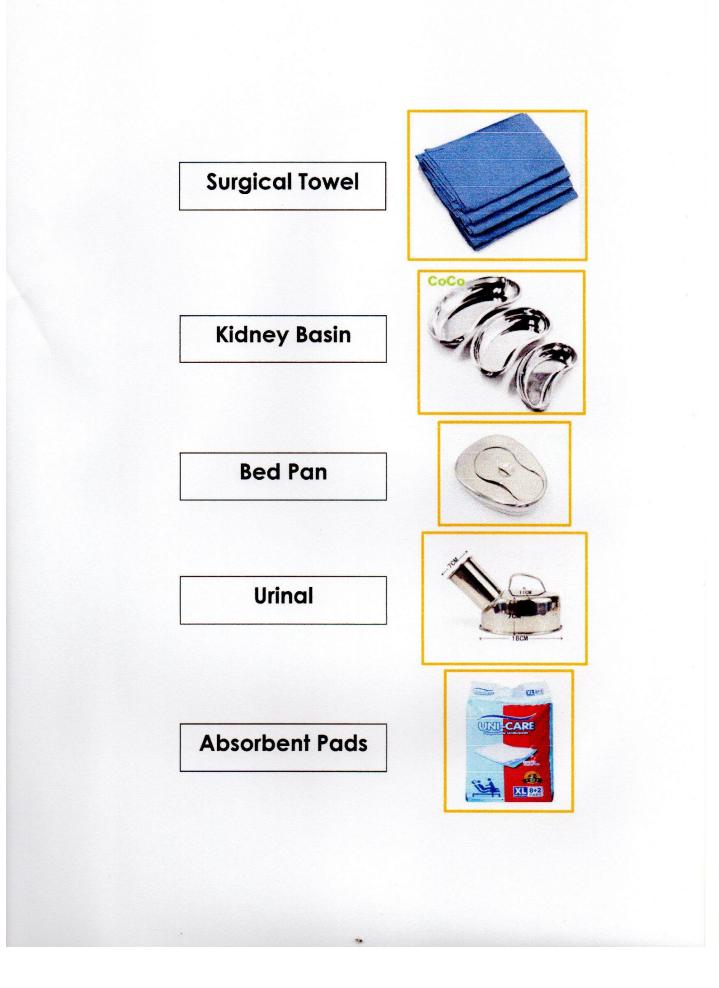








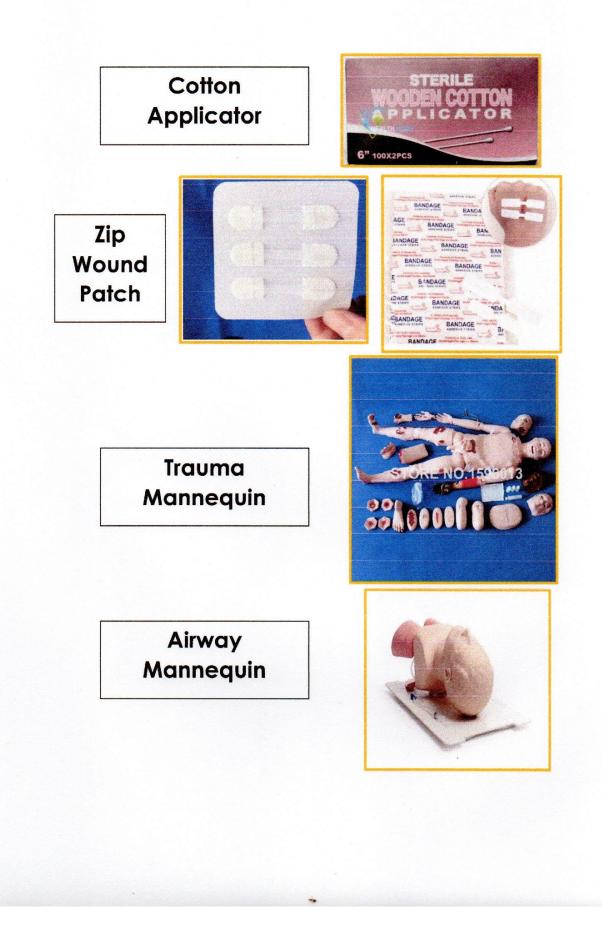


















CPR Mannequin -Child



CPR Mannequin -Infant

EMS Shoes









Kendrick Extrication Device



EMS Vest



**Trainer Pads** 

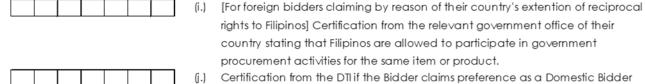




# SECTION VIII. CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

	Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando BIDS AND AWARDS COMMITTEE I.GBAC BIDDING REQUIREMENTS FOR THE PROCUREMENT OF GOOD/EQUIPMENTS	
PROJECT		
BIDDER		
_		
	Checklist of BID Requirements	
I. TECHNICAL COMP	ONENT ENVELOPE	
	Class "A" Documents	
<u>Legal Docume</u>	ents.	
	(a.) V alid PhilGEPS Registration Certificate (Platinum Membership)(all page in accordance with Section 8.5.2 of the IRR	es);
<u>Techical Docum</u>	<u>ients</u>	
	(b.) Statement of the prospective bidder of all its ongoing government a including contracts awarded but not yet started, if any, whether simil nature and complexity to the contract to be bid; <b>and</b>	
	(c.) Statement of bidder's Single Largest Completed Contract (SLCC) similate bid, except under conditions provided for in Sections 23.4.1.3 and revised IRR of RA No. 9184, within the relevant period as provided in the relevant period per	23.4.2.4 of the 2016
	(d.)Original Copy of Bid Security. If in the form of a Surety Bond, submit a by the Insurance Commission; or	lso a certification issued
	Original Copy of Notarized Bid Securing Declaration; <u>and</u> (e.)Conformity with the Technical Specifications, which include production manpower requirements; aftersales; <u>and</u>	on/delivery schedule;
	(f.) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of partnership, or cooperative; or Original Special Power of Attorney of a joint venture giving full power and authority to its officer to sign the O represent the Bidder.	all members of the
Financial Docume	<u>ents</u>	
	(g.) The propective bidder's computation of Net Financial Contracting Co	apacity (NFCC);
	<b>or</b> A commited Line of Credit from a Universal or Commercial Bank in leiv NFCC computation	u of its
	Class "B" Documents	
	<ul> <li>(h.) If applicable, a duly signed joint venture agreement (JVA) in case the venture is already in existence;</li> <li><u>or</u> duly notarized statements from all the potentioal joint venture partner. Duly notarized statements from all the potentioal joint venture partner.</li> </ul>	ers stating
	61	

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



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. (j.) Certification from the DTI if the Bidder claims preference as a Domestic Bidder

or Domestic Entity.

#### II. FINANCIAL COMPONENT ENVELOPE

(a.) Original of duly signed and accomplished Financial Bid Form; and

(b.) Original of duly signed and accomplished Price Schedule(s)

NOTE : Any missing document/s in the above -mentioned checklist is a ground for outright declaration of "Non-Compliance" Suppliers and Contractors who will participate in the public bidding of the Province are required to submit One (1) Copy of the first & second components of their technical documents duly signed by the authorized signatory.

[ ] Complying

[ ] Non-Complying

# SECTION IX. OTHER BIDDING DOCUMENTS

## Bid Form for the Procurement of Goods

[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:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. 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 agentCurrencyCommission 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	:									
	capacity:									
Signat	ure:									
Duly	authorized	to	sign	the	Bid	for	and	behalf	of:	
Date:			-							

## For Goods Offered from Abroad

Name o	of Bidder			Project ID No Page of				
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 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

_____ Project 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: _____

## **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. <u>Winning bidder agrees that</u> 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 Signatory's Legal Capacity] for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

## **Acknowledgment**

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

[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, <u>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 <u>Guidelines on Blacklisting;</u></u>
- 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, 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, 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, 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;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 REPUBLIC OF THE PHILIPPINES) CITY OF ______ ) S.S.

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

**3**. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

**a**. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]

List of All Ongoing Government and Private Contracts including contracts awarded but not yet started

siness Name	
2	

Business Address :

Date of Delivery			
Amount of Contract/s			
Description/Kinds of Goods			
Owner's Name and Address			
Contract Duration			
Date of the Contract			
Name of the Contract			

Submitted by	
	(Printed Name & Signature)
Designation	
Date	

Statement of Single Largest Completed Contract (SLCC)

Business Name : Business Address :

Date of Delivery			
Amount of Completed Contract/s*			
Description/Kinds of Goods			
Owner's Name and Address			
Contract Duration			
Date of Contract			
Name of Contract			

*Adjusted by the bidder to current prices using PSA's consumer price index, when necessary, for the purpose of meeting the SLCC Note: This Statement shall be supported with end user's acceptance or official receipt(s) or sales invoice issued for the contract. requirement.

Submitted by: (Printed Name & Signature) Designation : Date :

## NFCC COMPUTATION FOR ELIGIBILITY CHECK (REVISED)

A.

		Year 20
1.	Current Assets	
2.	Current Liabilities	
3.	Net Working Capital	
4.	Total value of all outstanding or	
	ongoing Projects	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC=P_____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date:_____