

*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

## PR No. 23 - 5060 Supply, Delivery, Testing & Commissioning of Brand New HEMODIALYSIS EQUIPMENT SYSTEM with ACCESSORIES

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<mark>. 2024-10</mark> MEDIC - BAC

#### **INVITATION TO BID FOR PURCHASE REQUEST NO. 23-5060**

1. 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)	<b>u</b>	DESCRIPTION
General Fund	36,592,000.00	#23-5060	Supply, delivery, testing & commissioning of brand new hemodialysis equipment system with accessories

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

- 2. 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 January 25, 2024 (Thursday) between 8:00 A.M. to 5:00 P.M. up to February 14, 2024 (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
#23-5060	36,592,000.00	50,000.00

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 **February 2, 2024 (Friday), 9:00 A.M.** at the **Old SP Session Hall, Second Floor, Provincial Capitol, City of San Fernando, Pampanga**, which shall be open to prospective bidders.
- 7. 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 February 14, 2024 (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.
- 9. Opening of bids will be on February 14, 2024 (Wednesday), 9:00 A.M. at the Old SP Session Hall, Second 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

January 24, 2024

SGD ATTY. CECIL L. ANDIN Chairman

**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 Procurement of *1 LOT Supply, Delivery, Testing & Commissioning of Brand New HEMODIALYSIS EQUIPMENT SYSTEM with ACCESSORIES* with *Identification Number: Purchase Request No. 23 - 5060.* 

The Procurement of **1** LOT Supply, Delivery, Testing & Commissioning of Brand New HEMODIALYSIS EQUIPMENT SYSTEM with ACCESSORIES 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 *Thirty-Six Million Five Hundred Ninety-Two Thousand Pesos (Php 36,592,000.00).*
- 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.

- a. 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;
- 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)**.

5.2.

- 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 Declaration<sup>1</sup> 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.

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

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

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

#### **18.** Domestic Preference

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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. " <i>MEDICAL EQUIPMENT"</i>		
	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:		
	<ol> <li><u>Php 731,840.00</u> 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> </ol>		
	2. <i>Php 1,829,600.00</i> 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 <b>One (1) Copy</b> of the first and second components of its bid.		
15.2	All Envelopes shall be marked as follows in <i>Capital Letters:</i>		
	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 <b>ALL</b> of the following pos qualification requirements:		
	<ol> <li>Copy of the following valid and current Eligibility and Financial Documents listed in PhilGEPS Certificate of Registration (Platinum Membership), as follows:         <ul> <li>a) Registration Certificate issued by Security and Exchange Commission (SEC) or Department of Trade and Industry (DTI);</li> <li>b) Mayor's Permit or its equivalent document;</li> <li>c) Tax Clearance; and</li> </ul> </li> </ol>		
21	<ul> <li>d) Latest Audited Financial Statement;</li> <li>2. License to Operate from FDA for Medical Equipment &amp; Drugs &amp; Medicines;</li> <li>3. Current and Valid Certificate of the Manufacturer's ISO for the Hemodialysis Machine;</li> <li>4. Certificate of Product Registration / Certificate of Exemption for Drugs &amp; Medicines;</li> <li>5. Must be at least a Philippine subsidiary of the manufacturer or authorized distributor of the hemodialysis machines and treatment package supplies for the project;</li> <li>6. Manufacturer's Final Inspection Certification for the Hemodialysis Machines.</li> </ul>		
<u> </u>			

## SECTION IV. GENERAL CONDITIONS OF CONTRACT

#### 1. Scope of Contract

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 VII (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 General Services Office (PGSO), Capitol Compound, 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 General Services Office (PGSO), Capitol Compound, 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	Five (5) years extended warranty for parts and service for all equipment.
5.2	Replacement of defective items within 24 hours upon notification by the end-user for all consumable supplies. All unused consumable supplies with or less than six (6) months period prior to expiration be replaced within five (5) days upon notification by the end-user.

### **Special Conditions of Contract**

## SECTION VI. SCHEDULE OF REQUIREMENTS

### SCHEDULE OF REQUIREMENTS

ITEM	Item	Quantity	Delivery
NO.	Description		Date
	Supply, Delivery, Testing & Commissioning of Brand New HEMODIALYSIS EQUIPMENT SYSTEM with ACCESSORIES	1 lot (Please refer to Section VII. Technical Specifications for the quantity of items)	All Equipment must be delivered, installed and commissioned within thirty (30) Calendar Days from receipt of the <b>Notice</b> <b>to Proceed</b>

#### Additional Requirement/Condition:

1. Model of the machine offered must be of the latest version;

2. Brand of the machine offered must have been in the Philippine market for at least seven (7) years to assure after sales requirements;

3. Must have a service facility in the locality for after sales service;

4. Must provide at least one (1) week of onsite user training for the appointed technical personnel of the procuring entity;

5. Must provide electronic and hardcopy of operation and service manual (2 copies each for hardcopy) of all equipment;

6. Shall provide necessary documentation requirements for the testing/commissioning of the hemodialysis system and other documents/certifications for the various equipment and supplies that may be needed for DOH licensing;

7. Shall provide at least five (5) years free calibration service from the date of actual operations of the centers;

8. Manpower Requirements:

a. Must have at least three (3) trained medical technician

b. Must have at least one (1) licensed electrical engineer

#### 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

#### Technical Specification PR No. 23 - 5060

ltem No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
1	1	lot	SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF BRAND NEW HEMODIALYSIS EQUIPMENT SYSTEM WITH ACCESSORIES (See attached Annex A for the Terms of Reference)	

\*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)

#### 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



#### SUPPLY, DELIVERY, TESTING, AND COMMISSIONING OF BRAND NEW HEMODIALYSIS EQUIPMENT SYSTEM WITH ACCESSORIES

#### **TERMS OF REFERENCE**

#### Inclusive of the following items;

#### > 20 units HEMODIALYSIS MACHINE with AVR

#### **Specifications:**

- Bicarbonate dialysis
- Auto priming and rinsing capabilities
- Decalcification program, Automatic functional test for the hydraulic system, sensors, limits, software and screen functions
- Adjustable Dialysate Flow Rate
- Programmable mixing ratio of the concentrate according to various potassium levels (potassium free, 2mmol potassium, 3mmol potassium)
- Adjustable Bicarbonate Concentration
- Programmable Sodium Profile ( at least 3 combination)
- Ultrafiltration Profile ( at least 3UF profile)
- Temperature Adjustment
- Programmable Heparin Delivery Rate & Time
- Kt/V Measurement
- Closed System (no contact with air) online

bicarbonate production

- Hot rinsing and hot chemical disinfection
- Arterial Pressure Monitoring
- Venous Pressure Monitoring
- Dialysate conductivity monitoring
- Touch screen color monitor: Size: 10- 14 inches. The monitor must be able to display trends / curves of all relevant parameters, time left for treatment, fluid to be removed, pH of dialysate circuit, temperature of dialysate, conductivity, dialysate pressure, etc. The user graphic interface must be via icons.
- Arterial blood pump range: up to 600 ml/min with 10 ml increment
- Heparin pump: up to 10 ml/hr with 0.1 ml/hr increment

Bolus range up to 5 ml/hr

- Syringe size: 10 or 20 ml
- Dialysate flowrate range: 300 800 ml/min with 10 ml/min
- Dialysate temperature: up to 39°C
- Electrical power supply: Auto-volt at 100 240 VAC, 60Hz or 220V, 60Hz with an external Automatic Voltage Regulator (AVR) with a capacity of at least 3 KVA
- Internal back up battery that can allow the equipment to continuously operate a complete extracorporeal blood system during power failure (at least 20 minutes)
- Mobility : Anti-static and rust free wheels with brakes
- Safety features:
- Air bubble detector: ultrasonic sensor
- Blood tubing clamp must withstand a maximum pressure of 800 mmHg
- Blood leak detector
- Conductivity safety
- Closed volumetric balancing chamber
- Automatic setting of pressure limits for venous, arterial and transmembrane when blood flow is adjusted
- Indicator for the need to replace filter(s)
- Memory back-up of the dialysis program during power failure.
- The equipment must automatically shut off the blood pump, clamp the venous return line and stop the ultrafiltration during alarm condition.
- Alarms Patient disconnection, blood line obstruction, air detection, blood leak, transmembrane under and over pressure, blood pump failure, dialysate temperature, dialysate conductivity, etc. (the alarm must be visible within 2 meters and audible at 70 dB)
- The equipment must be capable of operating with different brands of dialyzers, bloodlines, bicarbonate and acid concentrates.
- With FREE Automatic Voltage Regulator, 3KVA

#### ➢ 40 units HEMODIALYSIS CHAIR

#### **Specifications:**

- Load capacity: up to 150 kg patient weight
- Movable armrest that permits optimal placement of the arms
- With collapsible tables on both sides
- Adjustable back section and capable of Trendelenburg and full horizontal position
- Adjustable foot rest to fit the leg length of the patient
- Total length of the chair must be 6 feet
- Head cushion must be comfortable
- Washable upholstery material. Cushion thickness must be at least 3 inches
- With four central locking casters
- With detachable IV stand and tray table

#### > 1 lot WATER TREATMENT SYSTEM

#### **Specifications:**

- Capacity: 16,000 gallons per day (GPD)
- Pre-Treatment System components:
  - -4 units Raw Water Tank, 2000L, 4 units
    - -2 units Multi-media filter with automatic control head: at least 21x62 inches
    - -2 units Water softener with automatic control head: at least 21x62 inches
    - -2 units Activated carbon filter with automatic control head: at least 21x62 inches -2 units Raw water pressurization system:

-Main Pump – 8,000 LPH, 220VAC, 60 Hz, 2 units (1 as back up pump, which must automatically activate when the main pump fails)

-The pre-treatment system must have automatic controls and must have the necessary pressure monitors, flow meters, and back flow preventer.

- Sample ports for raw, post media, post carbon, post softener
- -2 units 180L Brine Tank
- -20" BB Opaque Filter Housing with 5 micron filter
- -1,000L Non corrosive Flat Bottom PE Break Tank with Submersible UV
- Reverse Osmosis (RO) System 2 units

Capacity: 16,000 GPD each; Can be configured as Redundant Single Pass or Double Pass

16 units of Seamless Stainless Steel Corrosion, Proof RO Membrane Vessel

16 units of Low Energy Thin Film Composite RO Membrane

RO multi stage pump:

4 units of 1,000LPH, 2HP, 220VAC, 60 Hz Multi Stage Vertical RO Pump Main pump the backup pump must automatically activate when the main pump fails)

The RO system must be fully automatic and must be equipped with complete performance monitoring instruments:

- Panel Mount Flow meters
- Stainless Steel Pressure Gauges
- Dual In-line TDS Meters
- Automatic RO Present Regulator Valve
- Automatic RO Inlet Motorized Ball Valve
- RO Pump Non-Return Valve

Clean-In-Place (CIP) System

RO water storage and distribution system

- Water storage tank: 2 units of 1,050L polyethylene tank with submersible

- 12 GPM In-line UV Sterilizer
- 2 units of 4,000LPH, 220VAC, 60Hz Product Pump

(the back-up pump must automatically activate when the main pump fails)

- Online bacterial filter at least 20 inches
- Equipped with Start and End Loop Pressure Gauges
- The distribution system must have a motorized ball valve for automatic recirculation

#### > 3 units DIALYZER REPROCESSING SYSTEM

#### Specifications:

- Capacity : at least 4 stations
- Semi Automated System, can reprocess both

- Low and High Flux dialyzers
- Wall Mounted
- Corrosion Proof ABS Plastic Panel Casing
- Dialyzer Pressure Leak Testing.
- Adjustable Water Pressure Regulator
- Air Pump Non-Contact Chemical Pump Filling
- 250 ml Graduated Cylinder for Volume Testing
- Automatic Time Control for Rinsing / RUF
- With IDEC Programmable Logic Controller
- stainless steel sink

#### > 2 units BICARBONATE MIXER

#### **Specifications:**

- Capacity: at least 100 liters
- Mixer motor: 220V, 60 Hz
- Water inlet pump:220V, 60Hz

#### > 5 units DIALYZER RACK

#### Specifications:

• Manufacturer's Standard

#### > 1 unit BODY COMPOSITION ANALYZER

#### Specifications:

- Capable of measurement of total / segmental water volume for water accumulation
- Able to determine the appropriate dry weight of the patient
- Uses bioelectrical impedance analysis (BAI) for measurement
- Reusable electrodes
- Able to store measurement values/ data (at least the last 100 measurements)

#### > 2 units DEFIBRILLATOR WITH CARDIAC MONITOR

#### Specifications:

- Display: 7 inch TFT color LCD
- **Resolution:** 800 x 480 pixels
- Viewed waveforms: Max. 3
- Wave viewing time: Max. 16 s (ECG)

#### **DEFIBRILLATOR:**

- Defibrillation mode: Manual defib., Synchronous cardioversion, AED
- **Defibrillation waveform**: Biphasic truncated exponential (BTE) waveform, auto compensation according to patient impedance
- **Defibrillation electrodes:** External paddlesset (adult and pediatric), multifunction electrode pads
- **Controls and indicators on external paddles:** Charge button, Shock button, Energy select buttons, and charge done indicator
- Selected energy range: 1,2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 150, 170, 200, 300, 360 joules
- Patient impedance range: 25 to 300  $\Omega$
- Charge time: < 3 seconds to 200 joules and <7 seconds to 360 joules

#### **MONITOR:**

- Patient connection: 3 lead or 5 leads ECG cable
- ECG inputs: 3-leads: I, II, III
  - 5-leads: I, II, III, aVR, aVL, aVF, V
- Gain: 2.5 mm/mV (x0.25), 5 mm/mV (x0.5), 10 mm/mV (x1), 20 mm/mV (x2), 40 mm/mV (x4)
- Paper speed: 6.25 mm/s, 12.5 mm/s, 25 mm/s, 50 mm/s
- ECG signal range: <u>+</u> 8 mV

#### **POWER SUPPLY:**

- Line voltage: 100 to 240 VAC, 50/60 Hz
- **Battery:** Smart lithium battery, rechargeable maintenance free.

#### ACCESSORIES:

- Adult/Pediatric External Paddles- 1 pc
- ECG cable with Lead wires- 1 pc
- Recorder paper- 1 roll
- Trolley- 1 each

#### > 2 units ELECTROCARDIOGRAPH MACHINE WITH ANALYZER

#### Specifications:

- Components
- ECG lead connector for 10-lead patient cable
- -10-lead patient cable with shielded wires
- Mobility/Portability: Placed on a mobile cart with brakes and with compartment for the patient cable, ECG electrodes and conductive gel
  - Power Supply: 220v, 60Hz with internal rechargeable backup battery
- Displayed Parameters: Lead I, Lead II, Lead III, aVR, aVL, aVF, V1, V2, V3, V4, V5, V6 Heart rate, axis, intervals, voltage measurements, averages and interpretations
- Adjustable Settings
- -1mV calibration signal button or automatic calibration of 1mV signal
- Lead selector switch or automatic lead selector/switching
- Sensitivity switch: 2.5 to 20 mm/mV
- Adjustable paper speed
- Filter switch for interference from mains power frequency and low and high pass signals
- Event market switch
- Performance Requirements
- Common Mode Rejection (CMR): more than +100 dB
- ECG signal measurement range: -2mV to +2 mV
- Frequency range: at least 0.67 to 150 Hz
- Input impedance: 2.5  $M\Omega$  at 10 Hz
- Frequency response: -3dB at 0.05 Hz to 100 Hz
- Safety Features
- Protection against defibrillation
- The equipment must be compatible with patients with pacemakers
- Degree of protection against electrical shock: Type CF

#### > 40 pcs FINGER TIP PULSE OXIMETER

#### **TECHNICAL SPECIFICATION**

**Display format:** Digital Tube Display

SpO2 Measuring Range: 35%-100%

Pulse Rate Measuring Range: 30BPM-250BPM

Pulse Intensity Display: Columniation Display

**Power Requirements:**2x1.5V AAA alkaline Battery (or using rechargeable battery) adaptable range 2.6V-3.6V

Power Consumption: Smaller tha 30 mA

Resolution: 1% for SpO2 and 1bpm for Pulse Rate

**Measurement Accuracy:** +-2% in stage of 70%-100% SpO2, and meaningless when stage being smaller than 70%. +-2 bpm or +-2% (select larger) for Pulse Rate.

**Measurement Performance in Weak Filling Condition:** SpO2 and Pulse rate can be shown correctly when pulse-filling ratio is 0.4%. SpO2 error is +-4%. Pulse rate error is +-2 bpm or +-2% (select larger)

**Resistance to Surrounding Light:** The deviation between the value measured in the condition of man-made light or indoor natural light and that of darkroom is less tha +-1%.

#### **Functional Specification**

Display Information

Pulse Oxygen Saturation (SpO2): Digital Display Pulse Rate (BPM): Digital Display Pulse Intensity (Bar Graph): Digital Bar Graph Display

#### SpO2 Parameters Specification

Measuring Range: 35%-100%( the resolution is 1%) Accuracy: 70%-100% +-2%, Below 70% unspecified Optical Sensor: Red Light (wavelength is 660nm) Infrared (wavelength is 905nm)

#### Pulse Parameter Specification Measuring Range: 30bpm-250bpm (the resolution is 1bpm) Accuracy: +-2bpm or +-2%bpm select larger

**Pulse Intensity Range:** Continuous bar-graph display, the higher display indicate the stronger pulse.

Battery Requirements: 1.5V (AAA size )alkaline battery x2 Battery Useful life : Two batteries can work continually for 24hrs

**Dimension:** 57(L)X31(W)x32(H) mm **Weight:** about 50g (with the battery)

#### > 3 units MEDICAL SUCTION MACHINE

#### **Specifications:**

- Components
- Suction gauge/read out: analogue or digital
- Vacuum regulator with variable control
- Collection container: 1 liter or higher capacity, autoclavable including the lid
- Suction tubes: Silicon material, non-collapsible and autoclavable
- Overflow sensors in the collection containers to cut the power to the motor when the containers are already full
- Bacterial filters on the suction side
  - Mobility/Portability: Mounted on a cart with 4 wheels with brakes
  - Power Supply: 220V, 60 Hz
  - Technical Characteristics
- Maximum vacuum power: 60 kPa or higher
- Sound level: less than 70 dB

#### > 4 units NEBULIZER

#### Specifications:

- Components
  - Diaphragm type pump assembly
  - Replaceable air filter
  - Compartment for storing the nebulizer kit and air tube
- Power supply: 220V, 60Hz
- Technical Characteristics
  - Compressor pressure: at least 20 psig
  - Flow rate: at least 4 liter/minute
  - Particle size (MMAD): 5 microns or less
  - Noise level: less than 60 dB

#### > 2 units BIOLOGICAL REFRIGERATOR

#### Specifications:

- Capacity: 100 liters
- Compression type refrigerator with CFC free refrigerant

- Electronic temperature control: +2 °C to +8 °C with setting accuracy of ± 1 °C
- Temperature monitoring

a. Digital temperature LED display with 0.1 °C graduation

- b. Continuous temperature recorder with 7 day chart
- Double paned see through glass with lock
- CFC insulation material
- The refrigerator must be frost and condensation free and with air circulation fan to ensure uniform temperature throughout the cabinet
- Interior lighting: LED or fluorescent lamps with accessible switch located at the exterior part of the refrigerator
- The shelves in the refrigerator must be adjustable
- Power supply: 220V, 60 Hz with an external 1kVA Automatic Voltage Regulator
- Mobility: Casters for easy movement of the equipment
- Visual and audible alarms:
- -High and low temperature
  - -Door ajar
  - -Power failure

#### > 5 units GLUCOSE METER

#### **Specifications:**

- Direct reading of blood glucose in mg/dl or mmol/l
- Blood sample size: 0.3 0.7 µl
- Average test time: less than 10 seconds
- Measurement range: 20- 600 mg/dl or mmol/l
- Memory capacity: at least 50 measurements
- LCD or LED display
- ON/OFF button and Memory button
- Power supply: Battery operated

#### > 45 units SPHYGMOMANOMETER

#### **Specifications:**

- Aneroid type manometer gauge with at least 6 inch x 6inch dial face
- Maximum pressure reading: at least 300 mmHg
- Manometer reading accuracy: at least ± 2 mmHg
- The manometer must be mounted on a stand with caster and basket
- Inflatable rubber cuff surrounded by durable and flexible cover and with Velcro strips
- Latex free rubber tubes with at least 30 cm in length
- Latex free inflatable bulb with release valve

#### > 45 units STETHOSCOPE

#### **Specifications:**

- Soft sealing ear tips
- Earpieces with shaped and cushioned ends
- Two earpieces, sprung to stay fixed in ears
- Headset: Plain spring non-folding frame
- Head and earpiece must be of non-ferrous material

• Dual head chest piece: Cup/bell for low frequency sounds and Membrane

- (diaphragm) for skin contact pickup
  - Chest piece material: Stainless steel
  - Diaphragm diameter: at least 4.4 cm
  - Diaphragm material: Epoxy or fiberglass
  - Vinyl stethoscope tubing and color black

Length of stethoscope: at least 68 cm

#### > 3 units STRETCHER

#### **Specifications:**

- Load capacity: 180 kg or higher
- Length: at least 1900 mm
- Width: at least 650 mm
- Adjustable height: up to 750 mm using manual crank
- Minimum back section lifting angle: 60°
- Minimum leg section lifting angle: 35°
- The mechanism of the three (3) cranks for the adjustment of the height, back section and leg section must all be made of metal. The operation of the cranks must be smooth and safe.
- Fitted with 2 collapsible side rails on each side of the stretcher. The rails must have a minimum length of 500mm and a height of at least 150mm measured from the top of the stretcher frame to the top of the side rail
- The stretcher must have a quick release patient restrain system
- The stretcher frame must be made of strong lightweight and non-twisting construction
- Washable mattress with at least 4 inch thickness.
- The stretcher must be fitted with I.V. pole, push bar, rubber bumpers and side rails
- The stretcher must be fitted with three (3) swivel castors with brakes and one (1) castor with directional lock. The castors' diameter must be 150 to 200 mm

#### > 2 units WHEELCHAIR ACCESSIBLE WEIGHING SCALE

#### **Specifications:**

- Weight capacity: at least 120 kg
- Unit of measurement: Kilogram (Kg) or Pound (lb) with 0.1 kg (0.2 lb.) increment
- LCD or LED display and control panel mounted on a stand
- Detachable ramp with nonskid surface
- Non-slip platform
- Non-slip grip handrail
- With connectivity/interface ports
- With FREE Wheelchair (5 units)

#### > 5 units OXYGEN CYLINDER WITH OXYGEN THERAPY SET

#### Specifications:

- Capacity: at least 50 liters
- With hospital-grade standard regulator connector
- With output control valve
- Cylinder color: Green
- Oxygen Therapy Set
- Type: Wrench
- -Gauge reading: 1,800 psi or higher
- -Flowmeter: 0 to 15 li/min -Humidifier bottle: Hard plastic
- Capacity: 200ml to 300ml
- Oxygen tank holder with wheels suitable for 50 liter capacity

#### > 4 units DROPLIGHT/ EXAMINATION LIGHT

#### Specifications:

- Type: Mobile with five stroke castor base and with at least 2 castors provided with brakes/locks
- Flexible light head
- Adjustable height: at least 400 mm
- LED white light equivalent to 100 watts
- Power supply: 220V, 60 Hz

#### > 3 units EMERGENCY CART

#### **Specifications:**

- Width: at least 450 mm
- Length: at least 600mm
- Height: at least 900mm
- Steel or aluminum plate body
- ABS molded top
- With at four drawers with one 250 mm height drawer (with removable dividers) at the bottom. All drawers must have a manual or electronic lock
- With pull out writing table and push handle
- With guard rubber bumper
- Four (4) heavy duty caster wheels at least five (5) inches in diameter with locking brakes
- With needle disposal box
- ABS molded dust box

#### > 2 units AIRWAY ADJUNCTS

#### **Specifications:**

- Oropharyngeal Airways
- a. Material: Rubber or plastic
- b. Sizes: 0,1,2,3,4,5,6
- Nasopharyngeal Airways
- a. Material: Rubber, polyurethane or plastic
- b. Sizes: 20Fr, 24Fr, 30Fr, 32Fr

#### > 2 units AIRWAY INTUBATION KIT

#### **Specifications:**

- Bag-valve-mask device for adult
- Endotracheal tube: size 7.0, 7.5, 8.0
- Laryngoscopes set for adult
- -Fiber optic LED light source
- -Stainless steel blades, sizes: 2, 3, 4
- -Stainless steel handle
- -The device must be autoclavable

#### > 2 units MINOR SURGICAL SET

#### **Specifications:**

- Material: Surgical grade stainless steel
- Components:
- Curved mayo scissor: 8 inch (approx)
- Kelly forceps curve: 6 inch (approx)
- Knife handle with blades
- -Metal tray cover: 3 inches by 12 inches (approx.)
- Metzembaum scissor: 8 inch (approx.)
- Skin retractors
- Straight mayo scissor: 8 inches (approx.)
- Tissue forceps with teeth
- Tissue forceps without teeth
- Thumbs forceps
- Mosquito forceps curved
- Needle holder: 8 inches (approx.)

#### > 3 units CARDIAC BOARD

#### Specifications:

- Material: Polypropylene plastic
- Thickness: at least 3/8 inch
- Width: at least 18 inches
- Length: at least 23 inches

• With hand hold at least 4.5 inches x 1.5 inches

## > 5 units SHARP DISPOSAL BIN

## **Specifications:**

• Manufacturer's Standard

## > 5 units FOOT STOOL

## **Specifications:**

- Stainless still material
- All welded construction
- Padded seat
- Flared legs with rubber tips
- With foot rest

# > 10 units IV STAND

## **Specifications:**

- Stainless steel material
- Height adjustment range: 152 cm to 213 cm (60 to 80 inches)
- With 2 hooks

## > 3 units MAYO INSTRUMENT STAND WITH TRAY

## **Specifications:**

- Material: Stainless steel
- Removable stainless steel tray:
- a. Width: at least 33 cm (13 inches)
- b. Length: at least 45.7 cm (18 inches)

Adjustable height and swivel caster at least 3 inches diameter and with locking brake

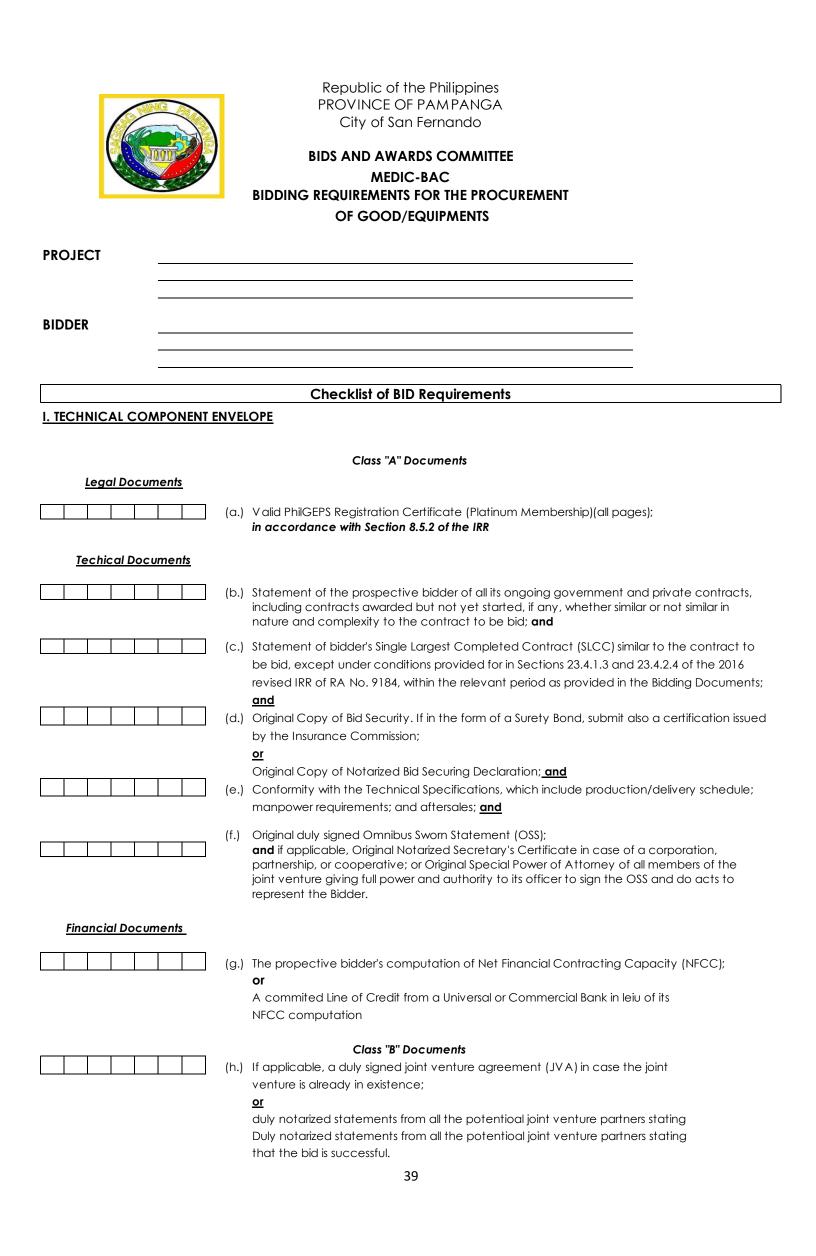
## > 10 units PENLIGHT/FLASHLIGHT

## Specifications:

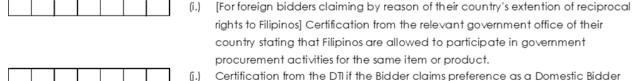
- Light source: LED
- Battery: 2 x AAA
- Imprinted pupil gauge
- With pocket clip

TOTAL COST: Php 36,592,000.00

# SECTION VIII. CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS



### 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	of Bidder	der 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

Name of Bidder	_
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\_\_\_\_\_ 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

usiness Name	Business Address :

Date of Delivery			
Amount of Contract/s			
Description/Kinds of	3000		
Owner's Name and Address			
Contract			
Date of the Contract			
Name of the Contract			

Dy:	(Printed Name & Signature)	
Submitted by:		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.	Approved Budget for the Contract (ABC)	
2.	Current Assets	
3.	Current Liabilities	
4.	Net Working Capital	
5.	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:\_\_\_\_\_