



Republic of the Philippines
PROVINCE OF CAGAYAN
Tuguegarao City

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

**Supply and Delivery of Various
Medical Equipment**

Government of the Republic of the Philippines

August 6, 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
PROVINCE OF CAGAYAN
Tuguegarao City

PROVINCIAL BIDS AND AWARDS COMMITTEE GOODS AND SERVICES

INVITATION TO BID FOR

Supply and Delivery of Various Medical Equipment

1. The Provincial Government of Cagayan, through the Annual Budget Appropriations intends to apply the sum of **P6,000,000.00** being the ABC to payments under the contract for **Supply and Delivery of Various Medical Equipment [Goods 049-2024]**. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Provincial Government of Cagayan- Bids and Awards Committee now invites bids for the above Procurement Project. Delivery of the Goods is required by **90 days**. Bidders should have completed, within the last five years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*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. Prospective Bidders may obtain further information from Bids and Awards Committee - Goods and Services (BAC-GS) of the Provincial Government of Cagayan and inspect the Bidding Documents at the address given below during Mondays to Fridays from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 6-27, 2024**, from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The Provincial Government of Cagayan- Bids and Awards Committee (Goods and Services) will hold a Pre-Bid Conference¹ on **August 13, 2024, 10:30 a.m.** at BAC Conference Room, 2nd Floor GSO Building, Capitol Compound, Capitol Hills, Tuguegarao City, Cagayan, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **August 27, 2024, 08:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **August 27, 2024, 10:45 a.m.** at the given address below and/or via Google Meetings. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Provincial Government of Cagayan reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ATTY. IAN LUIS C. AGUILA, CPA

Head, BAC Secretariat/General Services Officer
Capitol Hills, Capitol Compound, Tuguegarao City,
Cagayan pbac.gs@cagayan.gov.ph
(078) 396-2143

You may visit the website:

For downloading of Bidding Documents: www.philgeps.gov.ph and
www.cagayan.gov.ph

August 6, 2024.

ATTY. ROGELIO R. TALIPING, JR.

Chairperson
PBAC Goods and Services

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Provincial Government of Cagayan wishes to receive Bids for the **Supply and Delivery of Various Medical Equipment** with identification number **Goods 049-2024**.

The Procurement Project (referred to herein as “Project”) is composed of **1 lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of **P6,000,000.00**.

2.2. The source of funding is:

a. LDRRM Fund.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. **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 **ITB** Clause 18.

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **2nd Floor GSO Building, BAC Conference Room, Capitol Hills, Tuguegarao City, Cagayan** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last five years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for 120 days reckoning from the bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit four copies of the first and second components of its Bid. **One (1) copy marked “ORIGINAL” and 3 photocopies, properly tabbed/labeled.**

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply and Delivery of Medical /Laboratory Equipment.</p> <p>b. Completed within the last 5 years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Sub-contracting is not allowed.								
12	The price of the Goods shall be quoted DDP Provincial Government of Cagayan or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than or at least two percent (2%) of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than or at least five percent (5%) of the ABC if bid security is in Surety Bond.</p>								
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Medical / Laboratory Equipment</td> <td style="text-align: center;">1 lot</td> <td style="text-align: center;">P6,000,000.00</td> </tr> </tbody> </table>	No.	Particulars	Qty	ABC	1	Medical / Laboratory Equipment	1 lot	P6,000,000.00
No.	Particulars	Qty	ABC						
1	Medical / Laboratory Equipment	1 lot	P6,000,000.00						
20.2	No further instructions.								
21.2	<p>ADDITIONAL DOCUMENTS REQUIRED:</p> <p>1. Statement of Manpower Requirement</p> <p>2. Aftersales Service/Parts Warranty Statement in compliance with Section VII</p> <p>3. Un-amended Sales Literature/Brochures</p> <p>4. License to Operate (LTO) as Medical Device/Equipment Distributor.</p>								

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Tuguegarao City Cagayan. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Tuguegarao City Cagayan. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

f. **ADDITIONAL INCIDENTAL SERVICES**

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period **three (3) times the warranty period**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 15 working days of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspections and tests that will be conducted are: Inspection of the quantity, quality, and testing of the units stated in the Technical Specifications.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Total	Deivered Days/Weeks/Months
1	unit	FULLY AUTOMATED CHEMISTRY ANALYZER	1		90 days
2	unit	3 DIFFERENTIAL FULLY AUTOMATED HEMATOLOGY ANALYZER	1		90 days
3	unit	FULLY AUTOMATED ELECTROLYTE ANALYZER	1		90 days
4	unit	DESKTOP LOW SPEED CLINICAL CENTRIFUGE	1		90 days
5	unit	24 PLACER HEMATOCRIT CENTRIFUGE	1		90 days
6	unit	100 L VERTICAL AUTOCLAVE	2		90 days
7	unit	AUTOMATED EXTERNAL DEFIBRILLATOR	10		90 days

Section VII. Technical Specifications

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
1	Unit	FULLY AUTOMATED CHEMISTRY ANALYZER	1	<i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
		Features:		
		Automated pipetting for sample and reagent		
		Immersion mixing with user defined & variable speeds		
		Quality control with multiple rules		
		On-board laundry & cooling		
		Auto-dilution and auto-rerun		
		Technical Specifications		
		Throughput	200 Photometric tests/hour (400 tests/hour with ISE)	
		System Type	Discrete, Open, Automated, Random Access Patient Prioritized Clinical Chemistry Analyzer	
		On-board Parameters	up to 50 + 4 ISE	
		Sample Type	Serum, Plasma, Urine	
		Programmable Para.	Unlimited	
		Analytical Methods	1-Point, 2-Point, Rate-A, Rate-B, Direct Potentiometry	
		Calibration	Linear, Non-linear, Multipoint	
		Photometer	Static Photometer	
		Absorbance Range	0-2.5 Absorbance	
		Light Source	Halogen lamp	
		Optics	8 Filters (340-700 nm) 340, 405, 505, 546, 578, 600, 660, 700 nm	
		Detector	8 Silicon photo diodes	
		Sample Unit	30 positions for routine samples 9 positions for blank, controls, standards and ISE All positions can be used for STAT	
		Reagent Unit	50 cooled reagent positions	
		Quality Control	L.J. Plot and Multiple rules	
		Reaction Tray	45 Hard Glass Cuvettes	
		Reaction Liquid Mixing	Stirrer with Variable Speed Mixer	
		Reading Volume	At Least 180 µl	
		On-board Laundry	6 stage cleaning 2 stage drying with cuvette validation step	
		Sample Pipetting	At Least 2-70 µl (adjustable in 0.2 µl)	
		Reagent Pipetting	At Least 10-300 µl (adjustable in 1 µl)	
		System	PC-IBM compatible OS-Windows XP	
		System Interface	RS 232 Bi-directional	
		Power Supply	AC 110 V + 10% 60 ± Hz AC 2210 V ± 10% , 50 ± Hz (factory set) / 600 VA	
		Dimensions (WxDxH)	810 x 800 x 600 mm	

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
2	unit	3 DIFFERENTIAL FULLY AUTOMATED HEMATOLOGY ANALYZER	1	
		Specifications		
		Sample Type: Whole blood & Pre-diluted		
		Sample requirement: Venous: 10 µL, Capillary: 20 µL		
		Parameters: 21 Parameter with 3 Parts Differential count		
		Reagent: Lytic Reagent, Detergent and Diluent		
		Display: 10.4 Colored LCD Screen		
		Input Device: Keyboard & Mouse		
		Output: RS232 port interfacing to computer DB23 connector interfacing to printer (LQ850 supported);		
		Parallel Port and USB. External printer ready		
		Connectivity; HIS & LIS ready		
		Data Storage: 100,000 sample results with histograms		
		High reliability: Updated maintenance system and tubing system		
		Low cost: No standby consumption, detergent needed only in tubing maintenance		
		High efficiency: Low Maintenance self-checking system		
		High precision: Independent step motors & Tubing rinse		
		USB Backup and System software upgrade		
		Fully automated analysis		
		Characteristics		
		System on chip makes the instrument stable with low fault rate		
		Efficient Tubing System minimizes system clogging		
		LIS ready		

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
3	units	FULLY AUTOMATED ELECTROLYTE ANALYZER WITH ICAL	1	
		Features:		
		High performance electrodes		
		Superior electrode shielding system		
		Real-time electrode working status detection		
		Automatic calibration of slope & intercept values		
		Supports high/low value calibrators		
		Technical Specifications		
		Principle	Ion Selective Electrode method	
		Parameters	Na, K, Cl, Ical, Tcal, Ph	
		Sample Volume	At Least 100 – 150 µl per test	
		Throughput	Results in less than 60 seconds	
		Sampling Modes	Automatic sampling (with auto sampler) Manual sampling	
		Software Upgrade	Possible through USB port	
		Display	At Least 800 x 480 color LCD	
		Data Input	Touch screen	
		Low Maintenance	Accidental power-off protection Automatic fault diagnosis function Automatic liquid level detection and alarms	
			Real-time diagnostic of system status and reagent pack status information	
		Memory	At Least Can store more than 100,000 test results Has convenient sample results review and print-out sample ID sample.	
		Printer	Built-in thermal printer	
		Dimensions (L x W x H)	At Least 490mm x 400mm x 470mm	
		Net Weight	At Least 8.1 kg	
4	units	DESKTOP LOW SPEED CLINICAL CENTRIFUGE	1	
		Features:		
		* Small size, safe and reliable, easy to use.		
		* Adjustable acceleration levels: 10, deceleration levels: 10.		
		* The fuselage is made of high-quality plastic mold material, with explosion-proof protection.		
		* Adopt DC brushless motor, stable operation, small vibration and low noise.		
		* The button-type programming design can display the running parameters in real time, and the operation is more intuitive.		
		* Centrifugal speed, time, and elevating speed can be set freely, and centrifugal force can be checked at any time.		
		* Ultra-low noise, microcomputer control, intelligent interface, fault display, door cover, overspeed and other automatic protection functions.		
		Max. Speed	4000rpm	
		Max. RCF	1880xg	
		Max. Capacity	8 Placer by 20ml	
		Speed Precision:	+ - 10 Rpm	
		Time Range	1s ~ 9 min 59 s	
		Power Supply	AC 100-240V, 50/60Hz	
		Consumption	250W	
		Noise	55dB	
		External Size(L*W*H)mm:	310*270*210	
		Package Size(L*W*H)mm	370*310*250	
		Net Weight/Gross Wei	7.5/8.5	

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
5	unit	24 PLACER HEMATOCRIT CENTRIFUGE	1	
		Features:		
		• Micro hematocrit centrifuge is an indispensable instrument in laboratory.		
		• Auto-balancing system can extend motor life and reduce noise.		
		• With safety switch, when lid is lifted during operation, the rotor will stop spinning.		
		• Good ventilation system prevents the motor from overheating.		
		• Precision timer with bell can be set from 0 to 15 minutes.		
		• Manual brake can faster control over the spin down cycle.		
		• Model DSC-100MH-2 with al ABS plastic housing and inner metal chamber is a durable and economic type.		
		• Model DSC-10MH-3 with al metal housing and inner stainless steel chamber can make operation quietly.		
		SPECIFICATIONS:		
		Motor	Universal Motor	
		Rotoer	HT-24	
		Timer	0-15 Min Mechanical Timer	
		Speed	12,000 rpm (fixed)	
		Type	Disc	
		Max. RCF (g)	14,808	
		Capacity	24 x Capillary Tube (1.5x75mm)	
		Standard Accesory	Percentage Reader (aluminum)	
6	unit	100 L VERTICAL AUTOCLAVE	2	
		Safety Features:		
		* Over pressure, safety valve can automatically open to release pressure.		
		* Over temperature, the system will stop heating automatically and start alarm.		
		* Anti dry-out function. IF water level is to low, heating stops and error code displays on screen.		
		* Over current, over voltage or electric leakage protection apparatus-air switch.		
		Technical Features:		
		* Complete protection system.		
		* Flip-open door structure with spring booster, easy to open.		
		* LED displays inner temperature, time and error codes.		
		*Automatic exhausting steam function.		
		* Reliable mechanical safety interlock feature.		
		* External material: Cold rolled steel with anti-bacteria powder coating.		
		* Fixed sterilization programs for dressings, unwrapped and wrapped equipment, rubber, and liquid.		
		* Door cover is wrapped completely, to prevent scald effectively.		
		* Radial self-expanding silicone rubber seals with high effect and long using life.		
		* Optional printer for recording sterilization data.		

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
		TECHNICAL SPECIFICATION		
		Capacity	100L	
		Chamber Size	385/g15	
		Designed Pressure	0.28MPa	
		Rated Working Pressure	0.23MPa	
		Max Temperature	150 c	
		Working Temp. Range	105-136 c	
		Temp. Display Accuracy	+/-0.1 c	
		Timing Range	0-99min	
		Dynamic Pulse		
		Exhaust Time	0-9Times	
		Water Requirement	Distilled Water or Demineralized Water	
		Electricity Consumption	4KW	
		Power Supply	AC 110/220V+-10%, 50/60Hz	
		External Size	645*610*1150	
		Gross Weight (kg)	122.00	
7	unit	AUTOMATED EXTERNAL DEFIBRILLATOR	10	
		TECHNICAL SPECIFICATIONS:		
		Defibrillator		
		<i>waveform:</i> Rectilinear Biphasic		
		<i>Defibrillator Charge Hold Time:</i> 30 seconds		
		<i>Energy Selection:</i> Automatic preprogrammed selection (120J, 150J, 200J)		
		<i>Patient Safety:</i> All patient connections are electrically isolated		
		<i>Charge Time:</i> Less than 10 seconds with new batteries		
		<i>electrodes:</i> ZOLL CPR-D-padz, pedi-padz® II or stat-padz® I		
		<i>Self-test:</i> Configurable automatic self-test from 1 to 7 days.		
		Default = every 7 days. Monthly full-energy test (200J).		
		<i>Automatic Self-Test Checks:</i> Battery		
		<i>PR: Metronome Rate:</i> Variable 60 to 100 CPM		
		<i>Depth:</i> 3/4" to 3.5"; 1.9 to 8.9 cm		
		<i>Defibrillation Advisory:</i> Evaluates electrode connection and patient ECG to determine if defibrillations required		
		<i>Shockable Rhythms:</i> Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 150 BPM for adults, 200 BPM for pediatrics.		
		For ECG Analysis Algorithm sensitivity and specificity, refer to AED Plus Administrator's Guide		

STOCK NO.	UNIT	ITEM DESCRIPTION	QTY.	Technical Specifications
		<i>Patient Impedance Measurement Range:</i> 0 to 300 ohms		
		<i>Defibrillator:</i> Protected ECG circuitry		
		<i>Display Format:</i> Optional LCD with moving bar		
		<i>Size:</i> 2.6" x 1.3"; 6.6 cm x 3.3 cm		
		<i>Optional ECG Viewing Window:</i>		
		2.6 seconds		
		<i>Optional ECG Display Sweep Speed:</i> 25 mm/sec; 1"/sec		
		<i>Battery Capacity:</i> Typical new (20°C) = 5 years (225 shocks) or 13 hours continuous monitoring. End of life designated by Red X (typical remaining shocks = 9).		
		<i>Data Recording and Storage:</i> 50 minutes of ECG and CPR data. If audio recording option is installed and enabled, 20 minutes of audio recording, ECG, and CPR		
		data. If audio recording is disabled, 7 hours of ECG and CPR data.		
		Device		
		<i>Size:</i> (H x W x D) 5.25 x 9.50		
		CPR-D-padz		
		<i>Shelf Life:</i> 5 years		
		<i>Conductive Gel:</i> Polymer Hydrogel		
		<i>Conductive Element:</i> Tin		
		<i>Packaging:</i> Multilayer foil laminate pouch		
		<i>Impedance Class:</i> Low		
		<i>Cable Length:</i> 48 in (1.2 m)		
		<i>Sternum:</i> Length: 6.1 in (15.5 cm);		
		Width: 5.0 in (12.7 cm); Length,		
		conductive gel: 3.5 in (8.9 cm); Width, conductive gel: 3.5 in (8.9 cm); Area, conductive gel:		
		12.3 sq in (79.0 sq cm)		
		<i>Apex:</i> Length: 6.1 in (15.5 cm);		
		Width: 5.6 in (14.1 cm); Length,		
		conductive gel: 3.5 in (8.9 cm); Width, conductive gel: 3.5 in (8.9 cm); Area, conductive gel:		
		12.3 sq in (79.0 sq cm)		
		<i>Complete Assembly:</i> Folded Length: 7.6 in (19.4 cm); Folded		
		width: 7.0 in (17.8 cm); Folded		
		height: 1.5 in (3.8 cm)		
		<i>Design Standards:</i> Meets applicable requirements of ANSI/AAMI/ISO DF-39-1993		

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **And** Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **And**

Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **And**

Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**

Conformity with the Technical Specifications,

Production/delivery schedule

Manpower requirements

After-sales/parts warranty

Unammended Sales Literature

Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

Original of duly signed and accomplished Financial Bid Form; **and**

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

