



## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 7619351  
**Procuring Entity** EASTERN VISAYAS REGIONAL MEDICAL CENTER - DOH  
**Title** ITB No. 2021-08 – Procurement of Medical Surgical Supplies (Re-bidding)  
**Area of Delivery** Leyte

<b>Solicitation Number:</b>	ITB No. 2021-08	<b>Status</b>	<b>Active</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations		
<b>Procurement Mode:</b>	Public Bidding	<b>Associated Components</b>	10
<b>Classification:</b>	Goods		
<b>Category:</b>	Medical Supplies and Laboratory Instrument	<b>Bid Supplements</b>	0
<b>Approved Budget for the Contract:</b>	PHP 7,046,337.00		
<b>Delivery Period:</b>	15 Day/s	<b>Document Request List</b>	25
<b>Client Agency:</b>			
<b>Contact Person:</b>	EMILIANA D. RUSTIA SAO- Procurement, BAC SEC Brgy. 93 Bagacay, Tacloban, City Tacloban City Leyte Philippines 6500 63-053-09067544623  evrmc.bacsec@gmail.com	<b>Date Published</b>	16/04/2021
		<b>Last Updated / Time</b>	16/04/2021 00:00 AM
		<b>Closing Date / Time</b>	10/05/2021 09:00 AM

#### Description

INVITATION TO BID  
April 8, 2021

The Eastern Visayas Regional Medical Center, through its Bids and Awards Committee A (BAC A) invites suppliers/manufacturers/distributors to bid for the hereunder project:

Item/Description Approved Budget for the Contract (ABC)  
 Cost of Bidding Documents  
 ITB No. 2021-08 – Procurement of Medical Surgical Supplies (Re-bidding) Php7,046,337.00  
 Php5,000.00

The schedule of procurement activities are as follows:

Activities Date Time and Venue

1. Start of Issuance of Bidding Documents  
 April 16, 2021 8:00 AM – 5:00 PM  
 Procurement Unit Office, EVRMC, Tacloban City

2. Pre-Bid Conference  
 (Open to all Prospective Bidders)  
 April 26, 2021  
 (Monday) 09:00 AM – OPD Conference Room, Second Floor, OPD Building, EVRMC, Tacloban City

3. Submission, Receipt and Opening of Bids  
 May 10, 2021  
 (Monday) 09:00 AM – OPD Conference Room, Second Floor, OPD Building, EVRMC, Tacloban City

Interested bidders may obtain further information and inspect the Bidding Documents at the address given below from Monday to Friday (8:00 AM to 5:00 PM). A complete set of Bidding Documents may be acquired by interested bidders on April 16, 2021 from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (Philgeps) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The Eastern Visayas Regional Medical Center reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

EMILIANA D. RUSTIA  
Head, Procurement Unit, BAC Secretariat  
Eastern Visayas Regional Medical Center  
Brgy. 93 Bagacay, Tacloban City  
email: evrmc.bacsec@gmail.com

ALBERTO A. AGOSTO, MD  
BAC A Chairperson

Noted:

SALVADOR B. EVARDONE, MD  
Medical Center Chief II  
Head of the Procuring Entity

Please see Link to download Bid Documents:

<https://drive.google.com/file/d/1ZkaaMfdVLhghHmgu2qkTEVpPgVU2OGOQ/view?usp=drivesdk>

#### **Pre-bid Conference**

<b>Date</b>	<b>Time</b>	<b>Venue</b>
26/04/2021	9:00:00 AM	OPD Conference Room, Second Floor, OPD Building, EVRMC, Tacloban City

**Created by** EMILIANA D. RUSTIA

**Date Created** 15/04/2021

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**EASTERN VISAYAS REGIONAL MEDICAL CENTER**  
Tacloban City, Philippines 6500

# **PROCUREMENT OF MEDICAL SURGICAL SUPPLIES (RE-BIDDING)**

## **ITB No. 2021-08**

**Sixth Edition**  
**July 2020**  
**Preface**

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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



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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



**EASTERN VISAYAS REGIONAL MEDICAL CENTER**  
Tacloban City, Philippines 6500

## **INVITATION TO BID FOR PROCUREMENT OF MEDICAL SURGICAL SUPPLIES (RE-BIDDING)**

1. The *Eastern Visayas Regional Medical Center*, through the *General Appropriation Act (GAA)* intends to apply the sum of **Php7,046,337.20** being the ABC to payments under the contract for *Procurement of Medical Surgical Supplies (Re-bidding) / ITB No. 2021-08*). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Eastern Visayas Regional Medical Center* now invites bids for the above Procurement Project. Delivery of the Goods is required fifteen (15) days upon receipt of Notice to Proceed. Bidders should have completed, within 3 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Eastern Visayas Regional Medical Center* and inspect the Bidding Documents at the address given below during 8 am to 4pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **16 April 2021** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php5,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *either presented in person or through electronic means*.

6. The *Eastern Visayas Regional Medical Center* will hold a Pre-Bid Conference<sup>1</sup> on **26 April 2021 at 09:00 am at OPD Conference Room, 2<sup>nd</sup> Floor OPD Building, EVRCM, Brgy. Bagacay Tacloban City** through video conferencing or webcasting via *Zoom* 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 **09:00 am of 10 May 2021**. 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 **09:00 am of 10 May 2021** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Not applicable.*
11. The *Eastern Visayas Regional Medical Center* 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.
12. For further information, please refer to:  
  
*MS. EMILIANA D. RUSTIA*  
*Procurement Section*  
*2<sup>nd</sup> Floor, Main Building, EVRMC, Tacloban City*  
*Evrmc.bacsec@gmail.com*  
*<http://evrmc.doh.gov.ph/invitation-to-bid/>*
13. You may visit the following websites:  
  
For downloading of Bidding Documents: *[www.philgeps.gov.ph](http://www.philgeps.gov.ph)*

*16 April 2021*

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*ALBERTO A. AGOSTO, MD*  
*Chairperson, Bids and Awards Committee A*

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<sup>1</sup> 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, *Eastern Visayas Regional Medical Center* wishes to receive Bids for the *Procurement of Medical Surgical Supplies (Re-bidding)*, with identification number *ITB No. 2021-08*.

The Procurement Project (referred to herein as “Project”) is composed of 72 items, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *General Appropriation Act* in the amount of *Php7,046,337.20*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## **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. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of the above will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding; the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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. Subcontracting is not allowed.
- 7.2. Not applicable.
- 7.3. Not applicable.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last 3 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.



11.5. *Not applicable.*

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

12.2. *Not applicable.*

## 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *07 September 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

- 14.3. *Not applicable.*

## 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity is requesting the Bidders to submit one additional hard copy of the Bid – first and second component. However, failure of the Bidders to comply with this request shall not be a ground for disqualification.

## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time as indicated in paragraph 7 of the **IB**.
- 16.2. *Not applicable.*

## 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 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.

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<sup>2</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.

- 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.
- 18.2. *Not applicable.*

## **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. *Not applicable.*
- 19.3. The descriptions of the items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these 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 items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded per item.
- 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 the 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 items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. *Not applicable.*
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause						
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Those that involves the procurement of medical surgical supplies, whether to a government or to a private hospital; and</i></p> <p style="margin-left: 40px;">b. completed within the last 3 years prior to the deadline for the submission and receipt of bids.</p>					
7.1	<i>Not applicable.</i>					
12	The price of the Goods shall be quoted in Philippine Peso for this Project.					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, <u>or</u> any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Php140,926.74 <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than Php352,316.86 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>					
19.3	<i>This project is considered itemized bidding.</i>					
	Item No.	Description	Quantity	Unit	Estimated Unit Cost (Php)	Total Cost
	1	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 15CM (RIGHT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	150	SET	5,808.00	871,200.00
	2	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 20CM (LEFT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	100	SET	5,280.00	528,000.00
	3	CHANDELIER, 25 GA W/RFID 12'S	5	SET	5,000.00	25,000.00
	4	CONNECTION CABLE FOR BIPOLAR FORCEP, LENGTH 4M.	5	PCS	12,000.00	60,000.00
	5	CONSTELLATION COMBINED PROCEDURE PAK, VALVED 23g	3	PCS	45,900.00	137,700.00
	6	CONSTELLATION PHACOEMULSIFICATION PAK	3	PCS	4,240.00	12,720.00
	7	EMBOLECTOMY CATHETER FR. 3, STERILE, 5'S	1	BOX	40,800.00	40,800.00
	8	EMBOLECTOMY CATHETER FR. 4, STERILE, 5'S	1	BOX	40,800.00	40,800.00
	9	EMBOLECTOMY CATHETER FR. 5, STERILE, 5'S	1	BOX	40,800.00	40,800.00

10	EPIDURAL SET TUOHY BEVEL, G. 18; 80MM OF 3 1/4 INCHES IN LENGTH; 1.3 MM IN DIAMETER; EPIDURAL CATHETER 20G; 3 HOLES, 0.85 X 0.45 X 1000MM; BACTERIAL FILTER 0.2 MM; SYRINGE FOR LOSS OF RESISTANCE TECHNIQUE.	200	SET	1,715.18	343,036.00
11	ET-GUIDE WIRE INTUBATING, SOFT TIP, FR.10	100	PCS	435.6	43,560.00
12	EYE DRAPES, WITH POCKET, DISPOSABLE, STERILE	100	PCS	605	60,500.00
13	GAS FOR INTRAOCULAR TAMPONADE, C3F8 125GM TANK CE	5	CANISTER	12,000.00	60,000.00
14	GLOVES, SIZE 7, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	25	BOX	3,491.40	87,285.00
15	GLOVES, SIZE 7 1/2, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	25	BOX	5,445.00	136,125.00
16	HYDROGEN PEROXIDE CASSETTE NIX 5'S	2	CASE	22,800.00	45,600.00
17	HYDROXYPROPYLMETHYLCELLULOSE OPHTHALMIC SOLUTION	300	PCS	400	120,000.00
18	HYDROPHILIC FOAM (STERILE)20X20CM	300	PCS	1,300.00	390,000.00
19	INSTRUMENT LUBRICATION AND RUST INHIBITOR, NON-FLAMMABLE, NON-GREASY AND SILICONE FREE 500ML	5	BOTTLE	4,320.00	21,600.00
20	INTRAOCULAR LENS, FOLDABLE, 17.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
21	INTRAOCULAR LENS, FOLDABLE, 17.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
22	INTRAOCULAR LENS, FOLDABLE, 18.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
23	INTRAOCULAR LENS, FOLDABLE, 18.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
24	INTRAOCULAR LENS, FOLDABLE, 19.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
25	INTRAOCULAR LENS, FOLDABLE, 19.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
26	INTRAOCULAR LENS, FOLDABLE, 20.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
27	INTRAOCULAR LENS, FOLDABLE, 20.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
28	INTRAOCULAR LENS, FOLDABLE, 21.00 DIOPTER, FDA Approved	20	PCS	1,200.00	24,000.00
29	INTRAOCULAR LENS, FOLDABLE, 21.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
30	INTRAOCULAR LENS, FOLDABLE, 22.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
31	INTRAOCULAR LENS, FOLDABLE, 22.50 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
32	INTRAOCULAR LENS, FOLDABLE, 23.00 DIOPTER, FDA APPROVED	20	PCS	1,200.00	24,000.00
33	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 17.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00

34	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 17.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
35	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 18.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
36	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 18.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
37	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 19.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
38	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 19.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
39	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 20.00 DIOPTER, FDA APPROVED	50	PC	700	35,000.00
40	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 20.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
41	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 21.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
42	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 21.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
43	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 22.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
44	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 22.50 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
45	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 23.00 DIOPTER, FDA APPROVED	50	PCS	700	35,000.00
46	LAPAROSCOPIC TUBING SUCTION WITH IV FLUID AND SUCTION MACHINE CONNECTOR	2	PCS	6,050.00	12,100.00
47	LAPAROSCOPIC TUBING SET WITH TWO PUNCTURE NEEDLES COMPATIBLE WITH EXISTING KARL STORZ SHAMORA ENDOMAT LAPAROSCOPY, STERILE, 10'S	1	PACK	34,125.00	34,125.00
48	CHANNEL CLEANING BRUSH FOR ENDOSCOPES (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	6,000.00	30,000.00
49	INJECTOR (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	4,000.00	20,000.00
50	TUBING PUMP FOR WATER JET (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	2,000.00	10,000.00
51	PENROSE, 1/4"X8", 18"L, STERILE, 50'S	28	BOX	968	27,104.00
52	PENROSE, 3/4"X8", 18"L, STERILE, 50'S	10	BOX	968	9,680.00
53	ROSE BURR, HIGH SPEED, HEAD (4.0MM, 10 FLUTES, SHANK LENGTH 125 MM)	10	PCS	20,000.00	200,000.00
54	ROSE BURR, HIGH SPEED, HEAD (5.0MM, 12 FLUTES, SHANK LENGTH 125 MM)	10	PCS	20,000.00	200,000.00



55	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 21 G X 4 INCHES (0.80 X 100 MM)	50	PCS	1,500.00	75,000.00
56	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 22G X 2 INCHES (0.70 X 50 MM)	50	PCS	1,500.00	75,000.00
57	SODIUM HYALURONATE 1.65% & CHONDROITIN SULFATE 4%, 1.0ml	20	PCS	2,700.00	54,000.00
58	STAB KNIVES (SIDE PORT 15 )	117	PCS	605	70,785.00
59	STEAM STERILIZATION INDICATOR, 250's	10	BOX	2,420.00	24,200.00
60	STERILE WATER FOR IRRIGATION WITH RECAPABLE CAP. 1 LITER	1,000	BOTTLE	80.75	80,750.00
61	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 1 MM	12	PCS	4,400.00	52,800.00
62	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 2 MM	12	PCS	4,400.00	52,800.00
63	SURGICAL LAPAROTOMY PACK, STERILE, DISPOSABLE, COMPLETE SET With 5PCS GOWNS, 2PCS MAYO STAND COVER, 4PCS UTILITY DRAPE WITH ADHESIVE, 1PC LAPAROTOMY DRAPE, 1PC BACK TABLE COVER, 10PCS HAND TOWELS, STERILE	50	PACK	3,000.00	150,000.00
64	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 48 CM	50	PCS	6,050.00	302,500.00
65	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 57 CM	50	PCS	6,050.00	302,500.00
66	TENCKOFF CATHETER, DOUBLE CUFF WITH ADAPTOR COILED, ADULT	50	PCS	5,500.00	275,000.00
67	TRACHEOSTOMY TUBE CUFFED AND FENESTRATED OUTER CANNULA WITH 1 NON FENESTRATED AND 1 FENESTRATED INNER CANNULA SIZE OF AT LEAST 7.5MM, INCLUDES NECK PLATE, OBTURATOR, CAP, DECANNULATION PLUG	30	PCS	4,013.24	120,397.20
68	TRACHEOSTOMY TUBE NEONATAL TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST 3.5 MM	20	PCS	6,264.50	125,290.00
69	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.0 MM	20	PCS	6,264.50	125,290.00
70	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.5 MM	20	PCS	6,264.50	125,290.00
71	VP SHUNT KIT BURR HOLE DESIGN 12MM MEDIUM PRESSURE	12	PCS	30,000.00	360,000.00
72	VP SHUNT KIT BURR HOLE DESIGN 16MM MEDIUM PRESSURE	10	PCS	30,000.00	300,000.00

20.2	<p>Licenses and permits relevant to the Project are the following:</p> <ol style="list-style-type: none"> <li>1. <i>Certificate of Authorized or Exclusive Distributorship from the Manufacturer.</i></li> <li>2. <i>License to Operate issued by the FDA per FDA Circular 2014-018, dated 15 August 2014.</i></li> <li>3. <i>Certificate of Product Registration issued by the FDA, per FDA Circular 2014-018, dated 15 August 2014. If not attach, submit certificate of exemption.</i></li> </ol>
21.2	<p><i>The Bidder is required to submit the following documents/forms, non-submission of these required forms or non-inclusion of the mandatory provisions in any of these required forms/documents shall be a ground for disqualification:</i></p> <ol style="list-style-type: none"> <li>1. <i>Bid Form –</i> <ol style="list-style-type: none"> <li>i. Bid prices in figures and in words; and</li> <li>ii. The Bid price shall include the cost of all taxes, such as, but not limited to, value added tax, income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the price schedule or detailed estimates.</li> </ol> </li> <li>2. <i>Price Schedule –</i> <p>Prices indicated in the Price Schedule shall be entered separately in the following manner:</p> <ol style="list-style-type: none"> <li>i. For Goods offered from within the PE’s country:           <ol style="list-style-type: none"> <li>1. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);</li> <li>2. The cost of all sales and other taxes already paid or payable;</li> <li>3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and</li> <li>4. The price of other (incidental) services, if any.</li> </ol> </li> <li>ii. For Goods offered from abroad:           <ol style="list-style-type: none"> <li>1. The price of the Goods shall be quoted Delivered Duty Paid with the place of destination in the Philippines;</li> <li>2. The price of other (incidental) services, if any; and</li> <li>3. For Services, based on the form which may be prescribed by the PE, in accordance with existing laws, rules and regulations.</li> </ol> </li> </ol> </li> <li>3. <i>Bid Securing Declaration</i> <ol style="list-style-type: none"> <li>i. Bidder shall enter into contract with the PE and furnish the required performance security within ten (10) calendar days, from receipt of the Notice of Award; and</li> <li>ii. Bidder accepts that:           <ol style="list-style-type: none"> <li>1. It shall be automatically disqualified from bidding for any procurement contract with any PE for a period of two (2) years upon receipt of the Blacklisting Order; and</li> <li>2. It will pay the applicable fine provided under the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the PE for the commission of acts resulting to the</li> </ol> </li> </ol> </li> </ol>

enforcement of the Bid Securing Declaration under the pertinent provisions of the IRR of RA No. 9184, and its associated issuances.

4. *Contract Agreement Form*

i. The following documents form part of the Contract:

1. PBDs;
2. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
3. Performance Security;
4. Notice of Award of Contract; and
5. Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

ii. Total contract price, which shall be denominated and payable in Philippine peso, except when the PE agrees that obligations shall be settled in any other foreign currency, which shall be accepted or tradeable by the Bangko Sentral ng Pilipinas, subject to conditions provided for under the Guidelines on Procurements Involving Foreign-Denominated Bids, Contract Prices, and Payment Using Letters of Credit.

5. *Omnibus Sworn Statement*

i. The signatory is the duly authorized representative of the Bidder, and 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 accompanied by relevant notarized document;

ii. 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, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting. [NEW]

iii. 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;

iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;

v. Bidder complies with the disclosure provision under Section 47 of RA No. 9184 and its 2016 revised IRR, in relation to other provisions of RA No. 3019;

vi. Bidder complies with existing labor laws and standards; GPPB Resolution No. 16-2020, dated 16 September 2020 Page 14 of 39

vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;

viii. 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; and

ix. 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. [NEW]

6. *Other Required Forms on the Bid Security aside from the Bid Securing Declaration.*

i. Security is posted in favor of the PE;

ii. Amount of the Security, which is denominated in Philippine pesos, which should not be less than the required percentage, as follows:

1. For Bid Security, based on the ABC to be bid;
2. For Performance Security, based on the Total Contract Price; and
3. For Warranty Security, based on the required percentage of the Progress Payment or Total Contract Price;

iii. Validity period, which should be corresponding to the timeframe provided in the 2016 revised IRR of RA No. 9184 and its associated issuances;

iv. Respective obligation or undertaking that is guaranteed relative to the faithful performance of the responsibilities stated in the relevant provisions of the 2016 revised IRR; and

v. For surety bonds, it shall be callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

7. *Performance Securing Declaration (PSD), if used as alternative Performance Security.*

i. Winning bidder shall submit a PSD within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract; and

ii. Winning bidder accepts that it will be automatically disqualified from bidding for any procurement contract with any PE for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of Blacklisting Order if it has violated its obligations under the Contract [REVISED]; and

iii. Winning bidder understands that the PSD shall cease to be valid upon:

1. issuance by the PE of the Certificate of Final Acceptance, subject to the following conditions:
  - a. PE has no claims filed against the contract awardee;
  - b. PE has no claims for labor and materials filed against the contractor; and contractor; and
  - c. Other terms of the contract; or
2. 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.

*8. Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started.*

i. Names of outstanding contracts with other contracting party, i.e., PE or private company allowed by the rules, contract date, period and amount or value; and

ii. For Goods, kinds of Goods and dates of delivery.

*9. Statement of the Bidder's SLCC similar to the contract to be bid.*

i. Name of the completed contract with contract date, period and amount, which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippine Statistics Authority consumer price indices, when necessary;

ii. For Goods, the relevant period or delivery date when the said SLCC was completed; end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed; and

iii. Definition or description of the similar project or major categories of work.

*10. Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods.*

i. For NFCC Computation:

1. ABC to be bid;

2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS);

3. Amount or value of bidder's current liabilities based on AFS; and

4. Amount or 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.

ii. For CLC:

1. ABC to be bid;

2. Amount, which should be at least equal to ten percent (10%) of the ABC; and

3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank.

*11. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods.*

i. If a JVA is already in existence, the contents shall include the responsibility of each of the JV partners or its contributions to the JV; and

ii. The contents of the Notarized Statements from all potential JV partners shall include that:

a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and

b. failure to enter into JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

## ***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. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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



## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

# ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to Eastern Visayas Regional Medical Center, Tacloban City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to Eastern Visayas Regional Medical Center, Tacloban City. 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>Project Management Unit</i>.</p> <p><b>Incidental Services – (None)</b></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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

	<p>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.</p> <p>f. <i>None.</i></p> <p>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.</p> <p><b>Spare Parts – (not applicable)</b></p>
	<p><b>Packaging –</b></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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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.
2.2	<i>Not Applicable</i>
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

## *Section VI. Schedule of Requirements*

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

Item No.	Description	Quantity	Unit of Issue	Delivered, Weeks/Months
				Fifteen (15) days upon receipt of Notice to Proceed
1	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 15CM (RIGHT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	150	SET	
2	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 20CM (LEFT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	100	SET	
3	CHANDELIER, 25 GA W/RFID 12'S	5	SET	
4	CONNECTION CABLE FOR BIPOLAR FORCEP, LENGTH 4M.	5	PCS	
5	CONSTELLATION COMBINED PROCEDURE PAK, VALVED 23g	3	PCS	
6	CONSTELLATION PHACOEMULSIFICATION PAK	3	PCS	
7	EMBOLECTOMY CATHETER FR. 3, STERILE, 5'S	1	BOX	
8	EMBOLECTOMY CATHETER FR. 4, STERILE, 5'S	1	BOX	
9	EMBOLECTOMY CATHETER FR. 5, STERILE, 5'S	1	BOX	
10	EPIDURAL SET TUOHY BEVEL, G. 18; 80MM OF 3 1/4 INCHES IN LENGTH; 1.3 MM IN DIAMETER; EPIDURAL CATHETER 20G; 3 HOLES, 0.85 X 0.45 X 1000MM; BACTERIAL FILTER 0.2 MM; SYRINGE FOR LOSS OF RESISTANCE TECHNIQUE.	200	SET	
11	ET-GUIDE WIRE INTUBATING, SOFT TIP, FR.10	100	PCS	
12	EYE DRAPES, WITH POCKET, DISPOSABLE, STERILE	100	PCS	
13	GAS FOR INTRAOCULAR TAMPONADE, C3F8 125GM TANK CE	5	CANISTER	
14	GLOVES, SIZE 7, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	25	BOX	
15	GLOVES, SIZE 7 ½, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	25	BOX	
16	HYDROGEN PEROXIDE CASSETTE NIX 5'S	2	CASE	
17	HYDROXYPROPYLMETHYLCELLULOSE OPHTHALMIC SOLUTION	300	PCS	
18	HYDROPHILIC FOAM (STERILE)20X20CM	300	PCS	
19	INSTRUMENT LUBRICATION AND RUST INHIBITOR, NON-FLAMMABLE, NON-GREASY AND SILICONE FREE 500ML	5	BOTTLE	
20	INTRAOCULAR LENS, FOLDABLE, 17.00 DIOPTER, FDA APPROVED	20	PCS	
21	INTRAOCULAR LENS, FOLDABLE, 17.50 DIOPTER, FDA APPROVED	20	PCS	
22	INTRAOCULAR LENS, FOLDABLE, 18.00 DIOPTER, FDA APPROVED	20	PCS	
23	INTRAOCULAR LENS, FOLDABLE, 18.50 DIOPTER, FDA APPROVED	20	PCS	
24	INTRAOCULAR LENS, FOLDABLE, 19.00 DIOPTER, FDA APPROVED	20	PCS	
25	INTRAOCULAR LENS, FOLDABLE, 19.50 DIOPTER, FDA APPROVED	20	PCS	

26	INTRAOCULAR LENS, FOLDABLE, 20.00 DIOPTER, FDA APPROVED	20	PCS	
27	INTRAOCULAR LENS, FOLDABLE, 20.50 DIOPTER, FDA APPROVED	20	PCS	
28	INTRAOCULAR LENS, FOLDABLE, 21.00 DIOPTER, FDA Approved	20	PCS	
29	INTRAOCULAR LENS, FOLDABLE, 21.50 DIOPTER, FDA APPROVED	20	PCS	
30	INTRAOCULAR LENS, FOLDABLE, 22.00 DIOPTER, FDA APPROVED	20	PCS	
31	INTRAOCULAR LENS, FOLDABLE, 22.50 DIOPTER, FDA APPROVED	20	PCS	
32	INTRAOCULAR LENS, FOLDABLE, 23.00 DIOPTER, FDA APPROVED	20	PCS	
33	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 17.00 DIOPTER, FDA APPROVED	50	PCS	
34	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 17.50 DIOPTER, FDA APPROVED	50	PCS	
35	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 18.00 DIOPTER, FDA APPROVED	50	PCS	
36	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 18.50 DIOPTER, FDA APPROVED	50	PCS	
37	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 19.00 DIOPTER, FDA APPROVED	50	PCS	
38	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 19.50 DIOPTER, FDA APPROVED	50	PCS	
39	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 20.00 DIOPTER, FDA APPROVED	50	PC	
40	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 20.50 DIOPTER, FDA APPROVED	50	PCS	
41	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 21.00 DIOPTER, FDA APPROVED	50	PCS	
42	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 21.50 DIOPTER, FDA APPROVED	50	PCS	
43	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 22.00 DIOPTER, FDA APPROVED	50	PCS	
44	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 22.50 DIOPTER, FDA APPROVED	50	PCS	
45	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 23.00 DIOPTER, FDA APPROVED	50	PCS	
46	LAPAROSCOPIC TUBING SUCTION WITH IV FLUID AND SUCTION MACHINE CONNECTOR	2	PCS	
47	LAPAROSCOPIC TUBING SET WITH TWO PUNCTURE NEEDLES COMPATIBLE WITH EXISTING KARL STORZ SHAMORA ENDOMAT LAPAROSCOPY, STERILE, 10'S	1	PACK	
48	CHANNEL CLEANING BRUSH FOR ENDOSCOPES (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	
49	INJECTOR (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	
50	TUBING PUMP FOR WATER JET (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	5	PCS	
51	PENROSE, 1/4"X8", 18"L, STERILE, 50'S	28	BOX	
52	PENROSE, 3/4"X8", 18"L, STERILE, 50'S	10	BOX	
53	ROSE BURR, HIGH SPEED, HEAD (4.0MM, 10 FLUTES, SHANK LENGTH 125 MM	10	PCS	
54	ROSE BURR, HIGH SPEED, HEAD (5.0MM, 12 FLUTES, SHANK LENGTH 125 MM	10	PCS	
55	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 21 G X 4 INCHES (0.80 X 100 MM)	50	PCS	
56	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 22G X 2 INCHES (0.70 X 50 MM)	50	PCS	



57	SODIUM HYALURONATE 1.65% & CHONDROITIN SULFATE 4%, 1.0ml	20	PCS	
58	STAB KNIVES (SIDE PORT 15 )	117	PCS	
59	STEAM STERILIZATION INDICATOR, 250's	10	BOX	
60	STERILE WATER FOR IRRIGATION WITH RECAPABLE CAP. 1 LITER	1,000	BOTTLE	
61	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 1 MM	12	PCS	
62	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 2 MM	12	PCS	
63	SURGICAL LAPAROTOMY PACK, STERILE, DISPOSABLE, COMPLETE SET With 5PCS GOWNS, 2PCS MAYO STAND COVER, 4PCS UTILITY DRAPE WITH ADHESIVE, 1PC LAPAROTOMY DRAPE, 1PC BACK TABLE COVER, 10PCS HAND TOWELS, STERILE	50	PACK	
64	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 48 CM	50	PCS	
65	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 57 CM	50	PCS	
66	TENCKOFF CATHETER, DOUBLE CUFF WITH ADAPTOR COILED, ADULT	50	PCS	
67	TRACHEOSTOMY TUBE CUFFED AND FENESTRATED OUTER CANNULA WITH 1 NON FENESTRATED AND 1 FENESTRATED INNER CANNULA SIZE OF AT LEAST 7.5MM, INCLUDES NECK PLATE, OBTURATOR, CAP, DECANNULATION PLUG	30	PCS	
68	TRACHEOSTOMY TUBE NEONATAL TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST 3.5 MM	20	PCS	
69	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.0 MM	20	PCS	
70	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.5 MM	20	PCS	
71	VP SHUNT KIT BURR HOLE DESIGN 12MM MEDIUM PRESSURE	12	PCS	
72	VP SHUNT KIT BURR HOLE DESIGN 16MM MEDIUM PRESSURE	10	PCS	
	<b>DATE OF COMPLETION/DELIVERY PERIOD:</b>			
	15 DAYS UPON RECEIPT OF P.O.			
	<b>*** NOTHING FOLLOWS ***</b>			

# *Section VII. Technical Specifications*

# Technical Specifications

Item	Description	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 15CM (RIGHT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	
2	ADULT TEMPORARY HEMODIALYSIS CATHETER, 13F X 20CM (LEFT SIDED), DOUBLE LUMEN, SPLIT TIP TYPE, PRE-CURVED WITH DOUBLE STYLET	
3	CHANDELIER, 25 GA W/RFID 12'S	
4	CONNECTION CABLE FOR BIPOLAR FORCEPEP, LENGTH 4M.	

5	CONSTELLATION COMBINED PROCEDURE PAK, VALVED 23g	
6	CONSTELLATION PHACOEMULSIFICATION PAK	
7	EMBOLECTOMY CATHETER FR. 3, STERILE, 5'S	
8	EMBOLECTOMY CATHETER FR. 4, STERILE, 5'S	
9	EMBOLECTOMY CATHETER FR. 5, STERILE, 5'S	
10	EPIDURAL SET TUOHY BEVEL, G. 18; 80MM OF 3 1/4 INCHES IN LENGTH; 1.3 MM IN DIAMETER; EPIDURAL CATHETER 20G; 3 HOLES, 0.85 X 0.45 X 1000MM; BACTERIAL FILTER 0.2 MM; SYRINGE FOR LOSS OF RESISTANCE TECHNIQUE.	
11	ET-GUIDE WIRE INTUBATING, SOFT TIP, FR.10	
12	EYE DRAPES, WITH POCKET, DISPOSABLE, STERILE	
13	GAS FOR INTRAOCULAR TAMPONADE, C3F8 125GM TANK CE	
14	GLOVES, SIZE 7, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	
15	GLOVES, SIZE 7 ½, SURGICAL ORTHOPEDIC, STERILE, POWDER FREE, 50'S	
16	HYDROGEN PEROXIDE CASSETTE NIX 5'S	
17	HYDROXYPROPYLMETHYLCELLULOSE OPHTHALMIC SOLUTION	
18	HYDROPHILIC FOAM (STERILE)20X20CM	
19	INSTRUMENT LUBRICATION AND RUST INHIBITOR, NON-FLAMMABLE, NON-GREASY AND SILICONE FREE 500ML	
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45	INTRAOCULAR LENS, RIGID, 6mm DIAMETER, 23.00 DIOPTER, FDA APPROVED	
46	LAPAROSCOPIC TUBING SUCTION WITH IV FLUID AND SUCTION MACHINE CONNECTOR	
47	LAPAROSCOPIC TUBING SET WITH TWO PUNCTURE NEEDLES COMPATIBLE WITH EXISTING KARL STORZ SHAMORA ENDOMAT LAPAROSCOPY, STERILE, 10'S	
48	CHANNEL CLEANING BRUSH FOR ENDOSCOPES (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	
49	INJECTOR (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	
50	TUBING PUMP FOR WATER JET (COMPATIBLE WITH EXISTING LAPAROSCOPIC MACHINE, OLYMPUS)	
51	PENROSE, 1/4"X8", 18"L, STERILE, 50'S	
52	PENROSE, 3/4"X8", 18"L, STERILE, 50'S	
53	ROSE BURR, HIGH SPEED, HEAD (4.0MM, 10 FLUTES, SHANK LENGTH 125 MM)	
54	ROSE BURR, HIGH SPEED, HEAD (5.0MM, 12 FLUTES, SHANK LENGTH 125 MM)	
55	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 21 G X 4 INCHES (0.80 X 100 MM)	
56	SINGLE SHOT NEEDLE FOR PLEXUS ANESTHESIA (INSULATED NERVE BLOCK NEEDLE), 22G X 2 INCHES (0.70 X 50 MM)	
57	SODIUM HYALURONATE 1.65% & CHONDROITIN SULFATE 4%, 1.0ml	
58	STAB KNIVES (SIDE PORT 15 )	
59	STEAM STERILIZATION INDICATOR, 250's	
60	STERILE WATER FOR IRRIGATION WITH RECAPPABLE CAP. 1 LITER	
61	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 1 MM	
62	SUPRAGLOTTIC AIRWAY( SOFT NON-INFLATABLE CUFF, INTEGRAL GASTRIC CHANNEL, 15 MM CONNECTOR), SIZE 2 MM	
63	SURGICAL LAPAROTOMY PACK, STERILE, DISPOSABLE, COMPLETE SET With 5PCS GOWNS, 2PCS MAYO STAND COVER, 4PCS UTILITY DRAPE WITH ADHESIVE, 1PC LAPAROTOMY DRAPE, 1PC BACK TABLE COVER, 10PCS HAND TOWELS, STERILE	
64	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 48 CM	
65	TENCKOFF CATHETER STRAIGHT, ADULT, 2 CUFFS, CATHETER, 57 CM	

66	TENCKOFF CATHETER, DOUBLE CUFF WITH ADAPTOR COILED, ADULT	
67	TRACHEOSTOMY TUBE CUFFED AND FENESTRATED OUTER CANNULA WITH 1 NON FENESTRATED AND 1 FENESTRATED INNER CANNULA SIZE OF AT LEAST 7.5MM, INCLUDES NECK PLATE, OBTURATOR, CAP, DECANNULATION PLUG	
68	TRACHEOSTOMY TUBE NEONATAL TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST 3.5 MM	
69	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.0 MM	
70	TRACHEOSTOMY TUBE PEDIATRIC TUBE WITHOUT CUFF; INNER DIAMETER OF AT LEAST SIZE 4.5 MM	
71	VP SHUNT KIT BURR HOLE DESIGN 12MM MEDIUM PRESSURE	
72	VP SHUNT KIT BURR HOLE DESIGN 16MM MEDIUM PRESSURE	
	<b>TERMS AND CONDITIONS:</b>	
	Must comply with the specifications	
	Certificate of Authorized Distributorship	
	License to Operate Issued by FDA	
	- Certificate of Product Registration (if applicable) issued by FDA, If not, attach/submit certificate of exemption	
	- To Provide Sample	
	- Non-submission of sample is a ground for post-disqualification	
	- A negative product evaluation report by the end-user is a ground for post-disqualification	
	<b>DATE OF COMPLETION / DELIVERY PERIOD:</b>	
	- 15 days upon receipt of P.O.	

***Section VIII. Checklist of Technical  
and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) 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**
- (c) 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**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**
- (l) 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***

- (m) 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)**

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

