



## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 7888419

**Procuring Entity** EASTERN VISAYAS REGIONAL MEDICAL CENTER - DOH

**Title** ITB No. 2021-22: Supply and Delivery of Compressed Air (Refill) and Carbon Dioxide (Refill) with free use of cylinder

**Area of Delivery** Leyte

<b>Solicitation Number:</b>	ITB No. 2021-22	<b>Status</b>	<b>Active</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations		
<b>Procurement Mode:</b>	Public Bidding	<b>Associated Components</b>	11
<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 2,700,000.00		
<b>Delivery Period:</b>		<b>Document Request List</b>	0
<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>	03/08/2021
		<b>Last Updated / Time</b>	03/08/2021 00:00 AM
		<b>Closing Date / Time</b>	25/08/2021 09:00 AM

#### Description

INVITATION TO BID  
July 29, 2021

The Eastern Visayas Medical Center, through its Bids and Awards Committee 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. 2021-22: Supply and Delivery of Compressed Air (Refill) and Carbon Dioxide (Refill) with free use of cylinder  
Php2,700,000.00

Php2,500.00

The schedule of procurement activities are as follows:

Activities Date Time and Venue

1. Start of Issuance of Bidding Documents  
August 2, 2021 8:00 AM – 5:00 PM  
Procurement Unit Office, EVMC, Tacloban City

2. Pre-Bid Conference  
(Open to all Prospective Bidders)  
August 11, 2021  
(Wednesday) 9:00 AM – OPD Conference Room, Second Floor, OPD Building, EVMC, Tacloban City

### 3. Submission, Receipt and Opening of Bids

August 25, 2021

(Wednesday) 9:00 AM – OPD Conference Room, Second Floor, OPD Building, EVMC, 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 August 2, 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 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 Department/BAC Secretariat

Eastern Visayas Medical Center

Brgy. 93 Bagacay, Tacloban City

email: evrmc.bacsec@gmail.com

ALBERTO A. AGOSTO, MD

BAC A Chairperson

Noted:

SALVADOR B. EVARDONE, MD, MHA, MPH, CESE

Medical Center Chief II

Head of the Procuring Entity

Please copy the link below to download Bidding Documents

<https://drive.google.com/file/d/1wruzAbMxEinCQoiYwMkqCDvt5F5bBdZO/view?usp=drivesdk>

<https://drive.google.com/file/d/1scuZCjppOOGfGwJYSfCj3y852ymmitJr/view?usp=drivesdk>

#### Pre-bid Conference

Date	Time	Venue
11/08/2021	9:00:00 AM	OPD Conference Room, Second Floor, OPD Building, EVMC, Tacloban City

#### Other Information

Bidding Document

<https://drive.google.com/file/d/1wruzAbMxEinCQoiYwMkqCDvt5F5bBdZO/view?usp=drivesdk>

**Created by** EMILIANA D. RUSTIA

**Date Created** 02/08/2021

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

# Supply and Delivery of Compressed Air (Refill) and Carbon Dioxide (Refill) with free use of cylinder

**ITB No. 2021-22**

**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.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	12
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	15
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	16
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>25</b>
1. Scope of Contract .....	26
2. Advance Payment and Terms of Payment .....	26
3. Performance Security .....	26
4. Inspection and Tests .....	26
5. Warranty .....	27
6. Liability of the Supplier .....	27
<b>Section V. Special Conditions of Contract .....</b>	<b>28</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>32</b>
<b>Section VII. Technical Specifications .....</b>	<b>33</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>36</b>

# ***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**  
**Supply and Delivery of Compressed Air (Refill) and**  
**Carbon Dioxide (Refill) with free use of cylinder**

1. The *Eastern Visayas Regional Medical Center* through our Hospital Income intends to apply the sum of **Php2,700,000.00** being the Approved Budget of Contract to payments for the Supply and Delivery of Compressed Air (Refill) and Carbon Dioxide (Refill) with free use of cylinder under **ITB No. 2021-22**. 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 by upon request of End-User. 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 August 2, 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 Php2,500.00*. 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 on **August 11, 2021 at 9:00 am** at **OPD Conference Room, 2<sup>nd</sup> Floor OPD Building, EVRMC, Brgy. 93 Bagacay Tacloban City** through video conferencing or webcasting via *Online Conferencing* 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 August 25, 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 August 25, 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**  
*Head, Procurement Department*  
*2<sup>nd</sup> Floor, OPD 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*

*2 August 2021*

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

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Eastern Visayas Regional Medical Center* wishes to receive Bids for the ***Supply and delivery of Compressed Air (refill) and Carbon Dioxide (refill) with Free Use of Cylinder***, with identification number ***ITB No. 2021-22***.

The Procurement Project (referred to herein as “Project”) is composed of 2 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 in the amount of *Php2,700,000.00*.

2.2. The source of funding is:

a. Hospital Income

## 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 twenty-five percent (25%) of the total ABC of ITB No 2021-22.
  - 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:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the total ABC of ITB No. 2021-22; 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>1</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 for 120 days from opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 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.

- 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**

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

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 lot 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 the lot participated in by the prospective Bidder.

19.4. The Project 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 the lot 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 the lot 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>a. Those that involves the supply and delivery of medical oxygen, compressed air, or carbon dioxide whether to a government or to a private hospital; and</p> <p>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>a. The amount of not less than Php54,000.00 <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>b. The amount of not less than Php135,000.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>																								
19.3	<p>This project is itemized bidding:</p> <table><tr><th>ITEM NO.</th><th>UNIT OF ISSUE</th><th>ITEM DESCRIPTION</th><th>QTY</th><th>ESTIMATE D UNIT COST</th><th>ESTIMATED TOTAL COST</th></tr><tr><td>1</td><td>cylinder</td><td><b>COMPRESSED AIR (Refill)</b>, compressed air contents: 5,660 liters with 1,800 psi, with free use of cylinder</td><td>550</td><td>3,600.00</td><td>1,980,000.00</td></tr><tr><td>2</td><td>cylinder</td><td><b>CARBON DIOXIDE (Refill)</b>, 1,800 psi, 22 kilograms contents with free use of cylinder</td><td>200</td><td>3,600.00</td><td>720,000.00</td></tr><tr><td></td><td></td><td><b>TOTAL: PHP</b></td><td></td><td></td><td><b>2,700,000.00</b></td></tr></table>	ITEM NO.	UNIT OF ISSUE	ITEM DESCRIPTION	QTY	ESTIMATE D UNIT COST	ESTIMATED TOTAL COST	1	cylinder	<b>COMPRESSED AIR (Refill)</b> , compressed air contents: 5,660 liters with 1,800 psi, with free use of cylinder	550	3,600.00	1,980,000.00	2	cylinder	<b>CARBON DIOXIDE (Refill)</b> , 1,800 psi, 22 kilograms contents with free use of cylinder	200	3,600.00	720,000.00			<b>TOTAL: PHP</b>			<b>2,700,000.00</b>
ITEM NO.	UNIT OF ISSUE	ITEM DESCRIPTION	QTY	ESTIMATE D UNIT COST	ESTIMATED TOTAL COST																				
1	cylinder	<b>COMPRESSED AIR (Refill)</b> , compressed air contents: 5,660 liters with 1,800 psi, with free use of cylinder	550	3,600.00	1,980,000.00																				
2	cylinder	<b>CARBON DIOXIDE (Refill)</b> , 1,800 psi, 22 kilograms contents with free use of cylinder	200	3,600.00	720,000.00																				
		<b>TOTAL: PHP</b>			<b>2,700,000.00</b>																				
20.2	<p>Licenses and permits relevant to the Project are the following:</p> <p>1. Certificate of Exclusive or Authorized Distributorship from the Manufacturer.</p> <p>2. License to Operate issued by the FDA per FDA Circular 2014-018, dated 15 August 2014.</p> <p>3. Certificate of Product Registration issued by the FDA, per FDA Circular 2014-018, dated 15 August 2014.</p>																								

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 enforcement of the Bid Securing Declaration under the pertinent provisions of the IRR of RA No. 9184, and its associated issuances.</li> </ol> </li> </ol> </li> <li>4. <i>Contract Agreement Form</i> <ol style="list-style-type: none"> <li>i. The following documents form part of the Contract:                 <ol style="list-style-type: none"> <li>1. PBDs;</li> </ol> </li> </ol> </li> </ol>
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	<p>2. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;</p> <p>3. Performance Security;</p> <p>4. Notice of Award of Contract; and</p> <p>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.</p> <p>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.</p> <p>5. <i>Omnibus Sworn Statement</i></p> <p>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;</p> <p>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]</p> <p>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;</p> <p>iv. Bidder authorizes the HoPE or his/her duly authorized representative/s to verify all the documents submitted;</p> <p>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;</p> <p>vi. Bidder complies with existing labor laws and standards; GPPB Resolution No. 16-2020, dated 16 September 2020 Page 14 of 39</p> <p>vii. Bidder complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;</p>
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	<p>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</p> <p>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]</p> <p>6. <i>Other Required Forms on the Bid Security aside from the Bid Securing Declaration.</i></p> <p>i. Security is posted in favor of the PE;</p> <p>ii. Amount of the Security, which is denominated in Philippine pesos, which should not be less than the required percentage, as follows:</p> <ol style="list-style-type: none"> <li>1. For Bid Security, based on the ABC to be bid;</li> <li>2. For Performance Security, based on the Total Contract Price; and</li> <li>3. For Warranty Security, based on the required percentage of the Progress Payment or Total Contract Price;</li> </ol> <p>iii. Validity period, which should be corresponding to the timeframe provided in the 2016 revised IRR of RA No. 9184 and its associated issuances;</p> <p>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</p> <p>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.</p> <p>7. <i>Performance Securing Declaration (PSD), if used as alternative Performance Security.</i></p> <p>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</p> <p>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</p>
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	<p>iii. Winning bidder understands that the PSD shall cease to be valid upon:</p> <ol style="list-style-type: none"> <li>1. issuance by the PE of the Certificate of Final Acceptance, subject to the following conditions: <ol style="list-style-type: none"> <li>a. PE has no claims filed against the contract awardee;</li> <li>b. PE has no claims for labor and materials filed against the contractor; and</li> <li>c. Other terms of the contract; or</li> </ol> </li> <li>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.</li> </ol> <p>8. <i>Statement of the Bidder of all its ongoing government and private contracts, including contracts awarded but not yet started.</i></p> <ol style="list-style-type: none"> <li>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</li> <li>ii. For Goods, kinds of Goods and dates of delivery.</li> </ol> <p>9. <i>Statement of the Bidder's SLCC similar to the contract to be bid.</i></p> <ol style="list-style-type: none"> <li>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;</li> <li>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</li> <li>iii. Definition or description of the similar project or major categories of work.</li> </ol> <p>10. <i>Bidder's Computation of NFCC or committed Line of Credit (CLC) for Goods.</i></p> <ol style="list-style-type: none"> <li>i. For NFCC Computation: <ol style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount or value of bidder's current assets based on Audited Financial Statements (AFS);</li> <li>3. Amount or value of bidder's current liabilities based on AFS; and</li> <li>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.</li> </ol> </li> </ol>
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	<p>ii. For CLC:</p> <ol style="list-style-type: none"> <li>1. ABC to be bid;</li> <li>2. Amount, which should be at least equal to ten percent (10%) of the ABC; and</li> <li>3. Name of issuing foreign Universal or Commercial Bank, as confirmed or authenticated by a local Universal or Commercial Bank.</li> </ol> <p><i>11. Joint Venture Agreement (JVA) or Notarized Statements as to forming JV for Goods.</i></p> <ol style="list-style-type: none"> <li>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</li> <li>ii. The contents of the Notarized Statements from all potential JV partners shall include that: <ol style="list-style-type: none"> <li>a. they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and</li> <li>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.</li> </ol> </li> </ol>
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## ***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> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <i>on a monthly basis per request of the End-User depending on the quantity delivered per empty tanks/cylinders available.</i>”</p>
4	<p>The inspections and tests that will be conducted are: <i>The cylinders will be checked if properly sealed after weighing with the use of a calibrated gauge.</i></p>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Qty/Unit</b>	<b>Delivered, Weeks/Months</b>
1	<b>COMPRESSED AIR (Refill)</b> , compressed air contents: 5,660 liters with 1,800 psi, with free use of cylinder	550 cylinder	Upon request of the End-User
2	<b>CARBON DIOXIDE (Refill)</b> , 1,800 psi, 22 kilograms contents with free use of cylinder	200 cylinder	

## ***Section VII. Technical Specifications***

## Technical Specifications

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

1	<b>COMPRESSED AIR (Refill)</b> , compressed air contents: 5,660 liters with 1,800 psi, with free use of cylinder	
2	<b>CARBON DIOXIDE (Refill)</b> , 1,800 psi, 22 kilograms contents with free use of cylinder	
	TERMS AND CONDITIONS:	
	Free use of cylinder.	
	Full tanks must be properly sealed after checking of contents during delivery using a calibrated gauge.	
	Delivery will be based on the request of the End User and availability of empty tanks.	
	Monthly Billing	
	Date of Completion / Delivery Period: Upon request of the End-User	

## ***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 and Schedule of Requirements, 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 Statement for 2020, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions; **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.
- ☐ (p) **ITR 2020 with payment confirmation**
- ☐ (q) VAT payments for the months of **January 2021 to June 2021** with payment confirmation.

## **Licenses and Certifications required in Bid Data Sheet Clause 20.2:**

1. Certificate of Exclusive or Authorized Distributorship from the Manufacturer.
2. License to Operate issued by the FDA per FDA Circular 2014-018, dated 15 August 2014.
3. Certificate of Product Registration issued by the FDA, per FDA Circular 2014-018, dated 15 August 2014.

## **II. FINANCIAL COMPONENT ENVELOPE**

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

