### PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

LOT	BID NO.	P.R.	PHILGEPS	R.O.	DESCRIPTION	ABC	RATE
1	20228468B	2022106666		SP - AMIT	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00	5,000.00
2	20228469B	2022107336		VGO	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00	1,000.00
3	20228470B	2022107339		VGO	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00	1,000.00
4	20228471B	2022117460		PEEDO - DAVNOR PHARMACY	PROCURMENT OF MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00	5,000.00
5	20228472B	2022106558		PDRRMO	PROCUREMENT OF SEATED PORTABLE TOILET WITH MOBILE TRAILER FOR THE USE OF PDRRMO FOR EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)	600,000.00	1,000.00
6	20228473B	2022106628		PADO - EWDD	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER FOR THE USE OF PADO - EWDD (RE-BID)	304,800.00	500.00
7	20228474B	2022107112		PEEDO - KAPALONG	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BID)	420,000.00	500.00
8	20228477B	2022106566		PDRRMO	PROCUREMENT OF RESCUE EQUIPMENT FOR THE DISASTER RESPONSE AND RESCUE OF PDRRMO	1,874,000.00	5,000.00

Provincial Government of Davao del Norte
Sixth Edition
July 2020

Date Published: December 08, 2022

#### **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**

	ry of Acronyms, Terms, and Abbreviations	
	n I. Invitation to Bid	
Section	n II. Instruction to Bidders	
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	
5.	Eligible Bidders	. 14
6.	Origin of Goods	
7.	Subcontracts	
8.	Pre-Bid Conference	
9.	Clarification and Amendment of Bidding Documents	. 16
10.	Documents comprising the Bid: Eligibility and Technical Components	
11.	Documents comprising the Bid: Financial Components	. 16
12.	Bid Prices	
13.	Bid and Payment Currencies	17
14.	Bid Security	
15.	Sealing and Marking of Bids	18
16.	Deadline for Submission of Bids.	
17.	Opening and Preliminary Examination of Bids	
18.	Domestic Preference.	
19.	Detailed Evaluation and Comparison of Bids	. 18
20.	Post-Qualification	.19
21.	Signing of the Contract	
	n III. Bid Data Sheet	
Section	n IV. General Conditions of Contract	. 23
1.	Scope of Contract	
2.	Advance Payment and Terms of Payment	. 24
	Performance Security	
	Inspection and Tests	
	Warranty	
6.	Liability of the Supplier	25
Section	n V. Special Conditions of Contract	. 26
	n VI. Schedule of Requirements	
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	
	n IX. Sample Forms	
Section	n X. Sealing and Markings of Bids	58

# 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 BOATd" 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 BOATd.

**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

#### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



# PROVINCIAL BIDS AND AWARDS COMMITTEE

#### INVITATION TO BID FOR PROCUREMENT OF GOODS

1. The Provincial Government of Davao del Norte, through the following Source of Funds;

20228468B	LEGISLATION - INFO AND COMMUNICATION TECHNOLOGY EQUIPT. (10705030)
20228469B	VICE GOVERNOR - OTHER SUPPLIES AND MATERIALS EXPENSES (50203990)
20228470B	VICE GOVERNOR - OTHER SUPPLIES AND MATERIALS EXPENSES (50203990)
20228471B	MEDICAL, DENTAL AND LAORATORY SUPPLIES EXPENSES (50203080)
20228472B	EMERGENCY PREPAREDNESS PROJECT - OTHER PROPERTY, PLANT AND
Z0ZZ047ZD	EQUIPMENT (10799990)
20228473B	OPERATION AND MAINTENANCE OF DAVNOR TECHVOC CENTER - OTHER
20220473B	SUPPLIES AND MATERIALS EXPENSES (50203990)
20228474B	GENERAL ADMINISTRATION - MEDICAL EXPENSES (10705110)
20228477B	EMERGENCY PREPAREDNESS PROJECT - DISASTER RESPONSE AND RESCUE
20220477D	EQUIPMENT (10705090)

intends to apply the sum of the corresponding Approved Budget for the Contract (ABC) to payments under the following contracts for Procurement of Goods. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Provincial Government of Davao del Norte now invites bids for the above Procurement Projects, to wit:

Lot	Bid No.	P.R.	PhilGEPS	R.O.	Description	ABC	Rate
Lot	Bid No.	P.K.	PhilGEPS	R.O.	Description	ABC	Rate
1	20228468B	2022106666		SP - AMIT	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00	5,000.00
2	20228469B	2022107336		VGO	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00	1,000.00
3	20228470B	2022107339		VGO	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00	1,000.00
4	20228471B	2022117460		PEEDO - DAVNOR PHARMACY	PROCURMENT OF MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00	5,000.00
5	20228472B	2022106558		PDRRMO	PROCUREMENT OF SEATED PORTABLE TOILET WITH MOBILE TRAILER FOR THE USE OF PDRRMO FOR EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)	600,000.00	1,000.00
6	20228473B	2022106628		PADO - EWDD	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER FOR THE USE OF PADO - EWDD (RE- BID)	304,800.00	500.00
7	20228474B	2022107112		PEEDO - KAPALONG	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BBID)	420,000.00	500.00

8 20228477B 2022106566 PDRRMO PDRRMO PROCUREMENT OF RESCUE EQUIPMENT FOR THE DISASTER RESPONSE AND RESCUE OF PDRRMO	1,874,000.00	5,000.00	
---	--------------	----------	--

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.
  - 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 Provincial Government of Davao del Norte and inspect the Bidding Documents at the address given below during 8:00 am-5:00 pm Mondays to Fridays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on <a href="December 08">December 08</a>, 2022 to December 26</a>, 2022</a>, 8:00 a.m. to 5:00 p.m. from the given address and website(s) specifically at: BAC Secretariat Office, 2F PGSO Bldg., Government Center, Mankilam, Tagum City, Province of Davao del Norte or at <a href="http://www.davaodelnorte.gov.ph/index.php/bid-opportunities/bidding-invitations:">http://www.davaodelnorte.gov.ph/index.php/bid-opportunities/bidding-invitations:</a> and upon payment of the non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount <a href="maintenance-as reflected in item no. 2">as reflected in item no. 2</a>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
- 6. The Provincial Government of Davao del Norte will hold a Pre-Bid Conference through Google Meet® as the official platform for the videoconferencing on <a href="December 16">December 16</a>, <a href="2022">2022</a>, 9:00 am at which shall be opened to all interested parties. Interested parties for the online pre-bid conference shall send the following information at <a href="backdn3@gmail.com">backdn3@gmail.com</a> a day before the pre-bid conference, to wit:
  - 1. Official e-mail address which will be used during videoconferencing;
  - 2. Name of Participant;
  - 3. Name and Address of Establishment;
  - 4. Bid Number; and
  - 5. Name of Project/Item Description
- 7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **December 28, 2022, 9:00 am**. Late bids shall not be accepted. Moreover, all interested parties can only attend the above-cited Opening of Bids through Google Meet® as the official platform for the videoconferencing. Interested parties for the online opening of bids shall send the

following information at <a href="mailto:bacddn3@gmail.com">bacddn3@gmail.com</a> a day before the opening of bids, to wit:

- 1. Official e-mail address which will be used during videoconferencing;
- 2. Name of Participant;
- 3. Name and Address of Establishment;
- 4. Bid Number; and
- 5. Name of Project/Item Description
- 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 <u>December 28, 2022, 9:00 am</u> at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity online.
- 10. The Provincial Government of Davao del Norte reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### MR. DENNIS B. DEVILLERES, LL.B.

(PEEDO – HEAD) BAC Chairperson Provincial Economic Enterprise Development Office Government Center, Mankilam, Tagum City

#### **BAC SECRETARIAT OFFICE**

Province of Davao del Norte 2F PGSO Bldg., Government Center, Mankilam, Tagum City Telephone no. (province) 655-9415 Cellphone No. 09989630488

Email address: bacddn3@gmail.com

Website address: www.davaodelnorte.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <a href="www.davaodelnorte.gov.ph/index.php/bid-opportunities/bidding-invitations">www.davaodelnorte.gov.ph/index.php/bid-opportunities/bidding-invitations</a>

MR. DENNIS B. DEVILLERES, LL.B.

PG Dep't. Head - PEEDO BAC Chairperson

Date of Issued: **December 08, 2022** 

## Section II. Instructions to Bidders

#### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, Provincial Government of Davao del Norte wishes to receive Bids for the projects.

The Procurement Project (referred to herein as "Project") is composed of items indicated in Section VII. Technical Specifications.

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below, viz:

Bid No.	Funding Source
20228468B	LEGISLATION - INFO AND COMMUNICATION TECHNOLOGY EQUIPT. (10705030)
20228469B	VICE GOVERNOR - OTHER SUPPLIES AND MATERIALS EXPENSES (50203990)
20228470B	VICE GOVERNOR - OTHER SUPPLIES AND MATERIALS EXPENSES (50203990)
20228471B	MEDICAL, DENTAL AND LAORATORY SUPPLIES EXPENSES (50203080)
20228472B	EMERGENCY PREPAREDNESS PROJECT - OTHER PROPERTY, PLANT AND EQUIPMENT (10799990)
20228473B	OPERATION AND MAINTENANCE OF DAVNOR TECHVOC CENTER - OTHER SUPPLIES AND MATERIALS EXPENSES (50203990)
20228474B	GENERAL ADMINISTRATION - MEDICAL EXPENSES (10705110)
20228477В	EMERGENCY PREPAREDNESS PROJECT - DISASTER RESPONSE AND RESCUE EQUIPMENT (10705090)

#### 2.2. The source of funding is:

*a.* LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

#### 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 Bidders

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder 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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. 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.

- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) 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 fifty percent (50%) in the case of non-expendable supplies and services or 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. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or 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 prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - 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 the **BDS**.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 within **120 calendar days** from the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

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

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC

- shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

# Option 1 – One Project having several items that shall be awarded as one contract.

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

#### 20. Post-Qualification

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

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

Claus									
<b>e</b> 5.3	For this purpose, contracts similar to the Project shall be:								
	Lot	Bid No.	P.R.	R.O.	Description	ABC	Rate		
	1	20228468B	2022106666	SP - AMIT	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00	5,000.00		
	2	20228469B	2022107336	VGO	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00	1,000.00		
	3	20228470B	2022107339	VGO	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00	1,000.00		
	4	20228471B	2022117460	PEEDO - DAVNOR PHARMACY	PROCURMENT OF MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00	5,000.00		
	5	20228472B	2022106558	PDRRMO	PROCUREMENT OF SEATED PORTABLE TOILET WITH MOBILE TRAILER FOR THE USE OF PDRRMO FOR EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)	600,000.00	1,000.00		
	6	20228473В	2022106628	PADO - EWDD	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER FOR THE USE OF PADO - EWDD (RE-BID)	304,800.00	500.00		
	7	20228474B	2022107112	PEEDO - KAPALONG	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BBID)	420,000.00	500.00		
	8	20228477B	2022106566	PDRRMO	PROCUREMENT OF RESCUE EQUIPMENT FOR THE DISASTER RESPONSE AND RESCUE OF PDRRMO	1,874,000.00	5,000.00		
	a.	complete	d prior to the	e deadline f	or the submission an	nd receipt of	bids.		
7.1	No fu	<mark>ırther instru</mark>	ctions.						
12	No further instructions.								
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:								

	<ul> <li>a. The amount of not less than [the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than [the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ul>							
19.3	Bid no.	Description	ABC					
	20228468B	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00	Lot awarding				
	20228469B	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00	Lot awarding				
	20228470B	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00	Lot awarding				
	20228471B	PROCURMENT OF MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00	Lot awarding				
	20228472B	PROCUREMENT OF SEATED PORTABLE TOILET WITH MOBILE TRAILER FOR THE USE OF PDRRMO FOR EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)	600,000.00	Lot awarding				
	20228473B	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER FOR THE USE OF PADO - EWDD (RE-BID)	304,800.00	Lot awarding				
	20228474B	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BBID)	420,000.00	Lot awarding				
	20228477B	PROCUREMENT OF RESCUE EQUIPMENT FOR THE DISASTER RESPONSE AND RESCUE OF PDRRMO	1,874,000.00	Lot awarding				
20.2	Latest income	e and business tax returns filed and pa	aid through the H	BIR Electronic				
		yment System (eFPS) and other appro	-	and permits				
	required by la	w shall be submitted during post-qua	dification stage.					
	Within 5 cale	ndar days from the receipt of Notice t	to submit.					
21.1	No further instructions.							

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### 1. Scope of Contract

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

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

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

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

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section VII (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

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

#### 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

**Special Conditions of Contract** 

	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <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> </ul>
	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.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of (refer to the Section VI. Schedule of Requirements).

Spare parts or components shall be supplied as promptly as possible, but in any case, within \_\_\_\_\_ months of placing the order, but in any case, please refer to the Section VI. Schedule of Requirements.

#### Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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
	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.
	Transportation –
	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.
	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.
	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.
	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.
	Intellectual Property Rights –
	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	No partial payment is allowed.
4	The inspections and tests that will be conducted are:  After the delivery and acceptance of the end user.

# Section VI. Schedule of Requirements

	Bid no.	PR no.	Description	ABC
1	20228468B	2022106666	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00
	F DELIVERY: P Y TERM: 30 Cal		<u>se</u>	
2	20228469B	2022107336	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00
	F DELIVERY: P Y TERM: 7 Cale		<u>se</u>	
REMAR R.O.	KS : 1) The su	ıpplier must p	rovide the brand of the item in the RFQ and deliver the	e same to the
Green	Procurement <sup>-</sup>	Terms and Co	onditions enditions	
1. TI	IOBLOCK ne chairs shal ain additions	II be marked to of other mate	for recycling according to ISO 11469 or equivalent a rials that may hinder their recycling.	CHAIRS and must not
3	20228470B	2022107339	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00
R.O.				
4	20228471B	2022117460	PROCURMENT OF MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00
PLACE O	F DELIVERY: D	AVNOR Pharm	LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00
PLACE OF DELIVER REMAI DELIVI 2. NO I 3. ALL DISQU 4. TOT 5. SUP	F DELIVERY: D Y TERM: 10 Cal RKS: 1. ATLE ERY. PARTIAL DEL ITEMS MUST ALIFIED AS A AL LOT AWAI PLIER MUST	AVNOR Pharmendar Days  AST TWO (2)  IVERIES. BE QUOTED BIDDER. RDING. SUBMIT A C	LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS  ACY  O YEARS EXPIRATION DATE FROM THE DATE OF O WITH SPECIFIC BRAND, FAILURE TO DO SO WILL OPY OF INTERNATIONAL STANDARD ORGANIZAT	ΓΙΟΝ
PLACE OF SELIVER  REMAI DELIVI 2. NO I 3. ALL DISQU 4. TOT 5. SUP (ISO) 1 (CPR) 6. SUP ITEMS  ALL ITI UNDEF	F DELIVERY: DY TERM: 10 Cal RKS: 1. ATLE ERY. PARTIAL DEL ITEMS MUST ALIFIED AS A AL LOT AWAI PLIER MUST 3485:2016 OF OF EACH ITE PLIER MUST EMS TO BE C R MEDICAL, E	AVNOR Pharmendar Days  AST TWO (2)  IVERIES. BE QUOTED BE ABIDDER. RDING. SUBMIT A COMP. M. INFORM THE	LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS  ACY  YEARS EXPIRATION DATE FROM THE DATE OF WITH SPECIFIC BRAND, FAILURE TO DO SO WIL	L BE TION RATION HE
PLACE OF DELIVER  REMAI DELIVI 2. NO I 3. ALL DISQU 4. TOT 5. SUP (ISO) 1 (CPR) 6. SUP ITEMS  ALL ITI UNDEF *KAPA *IGACO	F DELIVERY: D Y TERM: 10 Cal RKS: 1. ATLE ERY. PARTIAL DEL ITEMS MUST ALIFIED AS A AL LOT AWAI PLIER MUST 3485:2016 OF OF EACH ITE PLIER MUST	AVNOR Pharmendar Days  AST TWO (2)  IVERIES. BE QUOTED BIDDER. RDING. SUBMIT A COMP. M. INFORM THE CHARGED TO DENTAL AND 000000	LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS  ACY  YEARS EXPIRATION DATE FROM THE DATE OF OWITH SPECIFIC BRAND, FAILURE TO DO SO WILL OPY OF INTERNATIONAL STANDARD ORGANIZATIONY AND A CERTIFICATE OF PRODUCT REGISTRE R.O. INSPECTORY TEAM UPON DELIVERY OF TO THE THREE (3) DAVAO DEL NORTE HOSPITALS	L BE TION RATION HE

			EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)					
PLACE O	  F DELIVERY: P	GSO Warehous	e					
	Y TERM: 30 Cal		<u>-</u>					
			LIERS MUST COORDINATE WITH THE REQUISITION (1950)	ONING				
6	20228473B	2022106628	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER FOR THE USE OF PADO - EWDD (RE-BID)	304,800.00				
	F DELIVERY: P Y TERM: 30 Cal		<u>e</u>					
7	20228474B	2022107112	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BBID)	420,000.00				
	F DELIVERY: P Y TERM: 30 Cal		<u>e</u>					
REMAI	RKS : -Device	needs to be o	aliberated yearly					
	s warranty							
	of payment is	30 days						
-mcius	-Inclusive of VAT							

- -Price valid until December 31, 2022.

#### Green Procurement Terms and Conditions

#### COPIERS/PRINTER

- 1. The supplier shall supply products which comply with the latest version of the International ENERGY STAR requirements (currently version 2.0 for Imaging Equipment).
- 2. The supplier shall supply products which contain user instructions for green performance management.
- 3. The supplier shall supply products which must be capable of using recycled content paper without voiding the manufacturer's warranty. 4. The supplier shall supply the products in recyclable packages and shall provide a packaging
- take-back service. PROCUREMENT OF RESCUE EQUIPMENT FOR THE 20228477B 2022106566 1.874.000.00 DISASTER RESPONSE AND RESCUE OF PDRRMO

# PLACE OF DELIVERY: PGSO Warehouse DELIVERY TERM: 30 Calendar Days

REMARKS: INTERESTED SUPPLIERS MUST COORDINATE WITH THE REQUISITIONING OFFICE (EFREN MATURAN 09106220011/09752667946)

# Section VII. Technical Specifications

#### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

**Technical Specifications** 

			connear specification		
Lot no.	Bid no.	PR no.	Description	ABC	Remarks
1	20228468B	2022106666	PROCUREMENT OF LAPTOP FOR THE USE OF PAPERLESS SESSION OF SP - AMIT	1,900,000.00	(Bidders must
1	20.0	O UNIT	LAPTOP (BRANDED) Chip:     M2 chip     8-core CPU with 4 performs and 4 efficiency cores  Display:     13.6-inch (diagonal) LED-bdisplay with IPS technology  Battery and Power2:     Up to 18 hours, 30W USB-6 Adapter  Charging and Expansion:     MagSafe 3 charging port  Memory:     8GB  Storage3:     512GB SSD  Keyboard and Trackpad:     78 (U.S.) or 79 (ISO) keys if full-height function  Wireless:     802.11ax Wi-Fi 6 wireless result of the second and	acklit C Power  ncluding 12  networking e  ra r with  Vide stereo	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.]

	Software:	- 100				
Microsoft Office 2021 Home Edition with Perpetual License						
2 20228469B 2022107336	PROCUREMENT OF MONOBLOCK CHAIR FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	800,000.00	"Comply" or "Not Comply" against each of the individual parameters of each Specification			
1 2,500.00 pcs	Monoblock Chairs (branded)		stating the corresponding			
	color: white/beige quality: highly durable features: stackable; without arm		performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be			
3 20228470B 2022107339	PROCURMENT OF FOLDABLE TABLES FOR VARIOUS ACTIVITIES/PROGRAMS OF SP LEGISLATIVE DEPT.	990,000.00	supported by evidence in a Bidders Bid and cross-referenced to that evidence.			
1 150.00 pcs	Foldable Tables		Evidence shall be in the form of manufacturer's			
4-foot adjustable table top color: white granite/umber brown legs: black/bronze/grey high quality, durable foldable tables  2 150.00 pcs Foldable Table (branded)						
6-foot adjustable table top color: white granite/umber brown legs: black/bronze/grey high quality, durable foldable tables  PROCURMENT OF MEDICAL, DENTAL AND						
4 20228471B 2022117460	LABORATORY SUPPLIES FOR THE USE OF PEEDO - DAVNOR PHARMACY FOR THE CONSUMPTION OF 3 THREE DISTRICT HOSPITALS	1,998,000.00	contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in			
1 5,000.00 PCS	BLOOD ADMINISTRATION SET		the Bidder's statement of			
36,000.0 PCS 2 0	compliance or the supporting evidence that is found to be false					
3 44,000.0 PCS	DISPOSABLE SYRINGE W/NEEDLE 3	BML	either during Bid evaluation, post- qualification or			
4 44,000.0 PCS 0	44,000.0 PCS DISPOSABLE SYRINGE W/NEEDLE 5ML					
5 5,000.00 PCS	IV CANNULA G26		render the Bidder or supplier liable			
	WITH WINGED AND PORT		for prosecution subject to the			
5 20228472B 2022106558	PROCUREMENT OF SEATED PORTABLE TOILET WITH MOBILE TRAILER FOR THE USE OF PDRRMO FOR EVACUATION CENTERS/SITES FOR IDP'S DURING DISASTER & CALAMITIES (RE-BID)	600,000.00	applicable laws and issuances.]			
1 6.00 units SEATED PORTABLE TOILET WITH MOBILE TRAILER						
	PORTABLE FLUSHABLE TOILET WASHROOM OUTDOOR Size: L*W*H (1000 x 1000 x 2300 Weight:: 85kg Seat Height: 450mm Inner Height: 2000mm					

	Water Tank: 50L			
	Door: 650 x 2000 mm			
	Material: High-Density PolyEthylene (UV-			
	Resistant)			
	Standard accessories: Gender Sign, Sink,			
	Mirror, Airvent, Outside & Inside Lock, Robe			
	Hook, paper holder	[Piddons must		
	Warranty: 1 year for the pump and 6 years	[Bidders must state here either		
	for other parts	"Comply" or "Not Comply" against		
	ior carer parte	each of the individual		
	WASTE TANK:	parameters of		
	50 Gallon Capacity Waste Holding Tank with	each Specification stating the		
	Sewer Hose and Accessories	corresponding performance		
	Made from polyethylene surrounded by a	parameter of the		
	heavy-duty steel frame	equipment offered. Statements of		
	Attached and installed underneath the	"Comply" or "Not Comply" must be		
	portalets in the mobile trailer	supported by		
	MOBILE TRAILER:	evidence in a Bidders Bid and		
	Customized outdoor mobile toilet trailer to fit	cross-referenced to that evidence.		
	the six units portalet and waste tank	Evidence shall be in the form of		
	Heavy duty steel frame	manufacturer's		
	Two wheels with 14 inch tyre, One guide	un-amended sales literature,		
pulley,4 jacks, steel tow hooks				
	Integral steel frame construction and	statements of specification and compliance issued		
	suspension components treated with rust			
	resistant protective coating	manufacturer, samples,		
6 20228473B 2022106628	PROCUREMENT OF OFFICE FURNITURE AND FIXTURES FOR TECHVOC CENTER 304,800.00	independent test data etc., as		
0 20228473B 2022100028	FOR THE USE OF PADO - EWDD (RE-BID)	appropriate. A		
		statement that is not supported by		
1 20.00 Units	Computer table with keyboard and CPU	evidence or is subsequently		
	compartment and drawers	found to be contradicted by		
	Color: Black Walnut; Dimension:	the evidence presented will		
	W100xD50XH75cm	render the Bid		
2.00 Units	Office table with melamine top with fixed 3	under evaluation liable for		
2	drawers	rejection. A statement either in		
	Color: Black Walnut; Dimension:	the Bidder's statement of		
	W140xD70x75cm	compliance or the supporting		
1.00 Unit	Office table with melamine top and fixed 3	evidence that is		
3	drawers	found to be false either during Bid		
	Color: Black Walnut; Dimension:	evaluation, post- qualification or		
	W140xD70xH76cm	the execution of the Contract may		
4 4 00 11=4	Everything chair black heat, with stresses was de-	be regarded as		
4 1.00 Unit	Executive chair, high back, with chrome wooden	fraudulent and render the Bidder		
	padded armrest	or supplier liable for prosecution		
	PVC upholstered, with lift and tilt and reclining function; Chrome base with	subject to the applicable laws		
	nylon caster; Color: Black	and issuances.]		
	Trylori odotor, odior. black			
5 25.00 Units	Comperence chair with chrome PP padded			
	armrest, leatherette upholstered, with lift and tilt			
function, chrome base with nylon caster				
	Color: Black			
	COIOI. Black			

7 20228474B	2022107112	PROCUREMENT OF MEDICAL EQUIPMENT FOR THE USE OF PEEDO - DDNH KAPALONG ZONE (RE-BBID)	420,000.00	
1 1	.00 Unit	Sentiero Screening - TEOAE OR DPOA Screening (Single OAE Probe) w/ w/ MI Data Transfer Program. *Smart Label Printer		(0:11
		*Smart Label Printer  DPOAE: DISTORTION PRODUCT OTOACOUSTIC EMISSION  • Leak check: analysis of feedback (440 Hz probe tone)  • Probe check: limit of maximum sepressure ("stimulus"), comparison speakers ("symmetry"), leak check ("probe fiedality calibration: in-the-ear calibration canal volume adjustment  • Noise detection: narrow band no 2f2-f1  • Residual noise calculation: weight averaging, summed weighting fact eartifact rejection: weighted avera Response detection: F-test, F-vasingle point (Fsp)  • Frequency ratio f2/f1: 1.22. SampkHz (stimulus, response)  • Minimum DPOAE level criterion: dB  • Measurement interval: 4096 same estimulus modes with Frequency-DPOAE license: fm = 1.4-1.6 Hz, reported for the field of the frequencies at a time  • Frequencies f2: 1, 1.5, 2, 3, 4, 5, estimulus level L2: 30 to 65 dB SF size: 5 dB  • L2/L1 relation: automatic scissor L1 = 0.4 L2 + 39 dB SPL)  • SNR stop criterion: 6, 9, 12 dB  • Factory defaults: Quick screen and standard screen (5,4,3,2,Khz, over criterion 3 out of 4, as fast as possible, multichannel, FM 55/65 dB, SNR 6 dB), Manual retered TEOAE: TRANSIENT EVOKED OTOACOUSTIC EMISSION  • Noise detection: root mean squarof non-stimulus intervals  • Residual noise calculation: weight averaging, summed weighting fact averaging, summed weighting fact averaging, summed weighting fact are first and fact are placed avera and response detection: 8 values with changing sign fulfilling a 3 sigma of crepresenting	c signal ound across it") with ear- ise around nted tors, ging ilue at a ple rate: 48 L1 – 70 aples modulated modulation  cous two f2 6, 8 kHz PL; step paradigm: nd rall stop DPOAE, est option  re (RMS) nted tors ging th	(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 supplier liable for supplie

99.7 % statistical significance)	
Sample rate: 48 kHz (stimulus), 16 kHz	
(response)	
• Window of analysis: 5 to 13 ms post-	
stimulus	
• Stimulus level: 85 dB peSPL	[Bidders must
• Stilliulus level. 65 db peopl	state here either "Comply" or "Not
	Comply" against
Stimulus type: short-term stimulus without	each of the individual
direct component (0.7-6 kHz);	parameters of
Stimulation protocol: nonlinear	each Specification stating the
Additional features:	corresponding
Simultaneous measurement on left/right	performance
ear – (2 probes)	parameter of the equipment offered.
• Entertainment mode for all OAE modules	Statements of
available	"Comply" or "Not Comply" must be
	supported by
Optional Database Software - Data     Management Facility describes and appoint	evidence in a Bidders Bid and
Management Easily view, archive and export	cross-referenced
test results	to that evidence.
Stores up to 1000 patients on the device	Evidence shall be in the form of
With the PC-SW database MIRA you can	manufacturer's
transfer test results via USB	un-amended sales literature,
<ul> <li>Results can be sorted by birthdate, name,</li> </ul>	unconditional
ID, examiner, date, time	statements of specification and
• Export full-color, 8.5" x 11" reports in	compliance issued
multiple formats, with graphic and tabular	by the
data, preset or	manufacturer, samples,
free comments	independent test
Easily attach test results to patient records	data etc., as appropriate. A
with many EMR systems	statement that is
	not supported by evidence or is
Patient demographics on device	subsequently
• Noah compatible	found to be contradicted by
Technical Specifications: Device dimensions:	the evidence
209 x 98 x 52 mm, ca. 500 g, ca. 475	presented will render the Bid
Display: 240 x 320 pixel; graphic LCD 3.5",	under evaluation
resistive touch screen, real time-clock, piezo-	liable for
electric	rejection. A statement either in
sound generator, USB, Output voltage and	the Bidder's
nominal impedance (headphone socket): 5	statement of compliance or the
Vpp,	supporting
32 O Power consumption: max. 2 W.	evidence that is found to be false
Memory capacity: up to 1000 patients, ca.	either during Bid
1000 tests	evaluation, post- qualification or
(dependent on test type).	qualification or the execution of
(dependent on test type).	the Contract may
PROCUREMENT OF RESCUE EQUIPMENT	be regarded as fraudulent and
8 20228477B 2022106566 FOR THE DISASTER RESPONSE AND 1,874,000.0	render the Bidder
RESCUE OF PDRRMO	or supplier liable for prosecution
	subject to the
1 4.00 set SCBA (SELF CONTAINED BREATHING	applicable laws and issuances.]
APPARATUS)	ana issuances. j
Capacity: 6L	
Working Pressure: 30MPa	
Pressure Regulator Air Supply	
>350L/min	
Output Pressure 0.7±0.2MPa; safety	
valve opening pressure open in 1-	
1.4MPa	
Electronic Alarm System, Respiratory	
Resistance <980Pa, service time 45min	

Package Size: 77x30x50cm. Weight

<23ka

1.00 unit AIR LIFTING BAGS 2

> Area: 96cm\*96cm Thickness: 25mm Lifting Force: 68.7ton Max Lift Height: 520mm Max Air Vol: 1457L Max Pressure: 8bar Test Pressure: 12bar Weight: 32.90kg

Multi functional for lifting, pushing & pulling, extruding, separating Durable and resistant; the unit is mainly composed of high pressure gas cylinder. valves, pressure reducer, high pressuire

hose, air bag, etc.

1.00 SNAKE EYE CAMERA 3 unit

> **CCD** Camera 1.32in (3.3cm diameter 1.92in (4.8cm) long Sensitivity = 2 lux @ F3.5 CCD Total Pixels 771x492 Field of View: 45degrees Depth of Field: 1.5in (3.8cm) to infinity 4 White light LEDs: 3 levels of

brightness Water Proof to 100ft (30m)

Inclusions:

5" (12.7cm) Color Display LED Camera Rigid Wand Adapter Finger Adapter 4' (1.2m) Cable 2 NiMH Batteries **Battery Charger** AC Adapter

DC Auto Adapter Carrying Case

1.00 unit LIFE DETECTOR 4

> Multi-mode radar life detector Three-dimensional composite emergency rescue based on sound, frequency, electricity, magnetism Using sound detection, microwave detection, Electromagnetic induction,

Video detection

Features:

Integrate audio, video detection, radar dectection, micro vibration detection

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the 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 subseauently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

[Bidders must

Wireless communications distance is greater than 150 meters Connected to emergency equipment cloud platform Integrated design. easy to carry Antenna frequency 2.4GHz [Bidders must Power consumption less than 50W state here either Power Supply Method: Lithium Battery "Comply" or "Not Comply" against Working time: more than 4hrs each of the individual parameters of 1.00 unit LIGHT TOWER 5 each Specification stating the corresponding Dual telescoping LED light heads Bluetooth technology remote activation performance parameter of the Housedin a protector case housing equipment offered. Dual USB power adapter Statements of
"Comply" or "Not
Comply" must be Silent Operation Cool Operating Temperature supported by evidence in a Upright and lie flat pole brackets Bidders Bid and No echaust cross-referenced to that evidence. Full time battery level indication with low Evidence shall be level flashing inidicator in the form of manufacturer's RoHS and CE Compliant un-amended sales literature, unconditional Rechargeble battery 5hrs long working Hours statements of specification and compliance issued by the manufacturer, 1.00 **TRIPOD** unit samples independent test Personal equipment for rescue in limited data etc., as appropriate. A statement that is space areas such as: cave, pit, deep hole, chimney, sewer...(wire, lock, hook, not supported by evidence or is subsequently rescue belt) found to be 3-pin contradicted by Material: high stength aluminum the evidence presented will Operation Load: 300kg render the Bid Breaking Force: 22KN (Steel wire rope) under evaluation liable for Working Scope: 134-214cm rejection. A Closed Height: 134cm statement either in the Bidder's Extend Height: 214cm statement of Dimension for reference: 177\*25\*27cm compliance or the supporting Weight: 16.5kg-19.5kg evidence that is found to be false Length of wire: 25m-30m either during Bid evaluation, post-Operating Load: 200kg Breaking Force: 1800KN qualification or the execution of the Contract may be regarded as fraudulent and 1.00 HYDRUALIC POWER SUPPLY unit render the Bidder or supplier liable Hydraulic pump equipped with hydrualic for prosecution pressure gauge subject to the applicable laws Accurate display of pressure value and and issuances.] weight of the lifting object Made by Stainless Steel and is built for durable usage. With double acting power up & down. Relief Setting for increased Lifting **Excellent Output** Fully Equipment Consists of hydraulic gauge, highpressure gear

		pump, DC motor, multi-purpose	
		integrated block, variuos function valves,	
		oil tank and other components	
8	1.00 unit	INTUBATION MANNEQUIN	
		Size: 21 inch	[Bidders must
		Material: Vinly, Foam, Rubber	state here either "Comply" or "Not
		With suit case/bag	Comply" against each of the
		Color: Skin Tone	individual parameters of
		Certified by American Heart Association	each Specification
		Heavy Duty/Branded Can be used for Naso-pharyngeal	stating the corresponding
		adjuncs and oro-pharyngeal adjuns	performance parameter of the
		Intubatable airways with chest rise	equipment offered. Statements of
		Optimum Finish, safe to use	"Comply" or "Not Comply" must be
		Precisely designed	supported by
			evidence in a Bidders Bid and
			cross-referenced to that evidence.
9	2.00 units	OBSTETRIC SIMULATOR MANNEQUIN	Evidence shall be
		Material: Vinly, Foam, Rubber	in the form of manufacturer's
		With suit case/bag	un-amended sales literature,
		Color: Skin Tone Certified by American Heart Association	unconditional statements of
		Heavy Duty/Branded	specification and compliance issued
		Articulation full-body female mannequin	by the
		Removable birthing system	manufacturer, samples,
		Power: 240V	independent test data etc., as
		Material and neonatal birthing simulator	appropriate. A statement that is
		Intubatable airways with chest rise Optimum Finish, safe to use	not supported by evidence or is
		Precisely designed	subsequently
			found to be contradicted by
			the evidence presented will
10	2.00 units	WHOLE BODY MANNEQUIN	render the Bid under evaluation
		Human size full body mannequin	liable for rejection. A
		Realistic full-body anatomy for realistic	statement either in the Bidder's
		victim handling & adult first aid skills	statement of
		High quality, durable construction	compliance or the supporting
		Material: Vinly, Foam, Rubber With suit case/bag	evidence that is found to be false
		Color: Skin Tone	either during Bid evaluation, post-
		Certified by American Heart Association	qualification or
		Heavy Duty/Branded	the execution of the Contract may
			be regarded as fraudulent and
11	2.00 unit	CARDIOPULMONARY RESUSCITATION	render the Bidder or supplier liable
	2.00 01110	MANNEQUIN (ADULT)	for prosecution subject to the
		CPR rate indicator	applicable laws and issuances.]
		Torso Type	
		With suit case/bag	
		With chest compression depth and	
		speed measuring sensor	
		head tilt, chin, lift, jaw thrust for opening airways	
		Chest rise and fall during ventilations	
		With compression rate and depth	
		indicator	
		Branded/Heavy duty	
			1

		Color: Skin tone Material: Vinyl	
		Material. Viriyi	
12	1.00 unit	CARDIOPULMONARY RESUSCITATION MANNEQUIN (INFANT)	
		Realistic Infant size Head tilt and chin lift With suit case/bag With indicator for depth of compression Chest rise and fall during ventilations Branded/Heavy duty Color: Skin tone Material: Vinyl Certified by American Heart Association	[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" or "
13	1.00 unit	AUTOMATED EXTERNAL DEFIBRILATOR TRAINER	Comply" must be supported by evidence in a Bidders Bid and cross-referenced
		Adult/child selection buttons Training pads with dual adult/child graphics Brightly illuminated shocks button that flashes when the shock is advised Automatic or semi-automatic shock delivery Programming option to either include or not include time for breaths after the compression cycle Available remote control Long battery life with automatic shut off Replaceable language module Branded/Heavy duty Certified by American Heart Association	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
14	1.00 unit	AUTOMATED EXTERNAL DEFIBRILATOR APPLICATOR  Dual pads for adult ansd child Replaceable Pads Branded/Heavy Duty With extra pads for adult and child Fully-automatic With loud prompt voice instructions With extra batteries Certified by American Heart Association With soft case/bag User-friendly English prompt voice instruction Automatic joules application	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.]
15	2.00 units	CARDIAC MONITOR  Patient Monitor  ECG Cable  Finger prob sensor  Temp probe  BP cuff with hose extension	

#### Power Cord Manual

#### 16 1.00 unit STRETCHER H-TYPE

Made of light weight aluminum alloy This stretcher considering narrow spaces such as elevators, moving the stretcher after folding it The loading height of the stretcher is

It is made of high-strength aluminum alloy materials, use safety and easy for sterilization and

#### clean

The loading height of the stretcher is 64cm

The bed surface of the stretcher is made of foamed cushion, the material is waterproof, the head is adjustable which The mechanical structure of folding legs are controlled by the handles on both sides

High Position: 195x57x87.5cm Low Position: 198x57x22cm Max Angle of the back: 58degrees

Self-Weight: 35.12kg Loading Bearing: 181kg

[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 parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer. samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, postqualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

## Section VIII. Checklist of Technical and Financial Documents

#### Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

## **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

Class	"A"	Documents
<u>Legal</u>	! Doci	<u>uments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) with valid and updated Annex A pursuant to GPPB Resolution No. 15-2021, with amended Section 8.5.2. wherein, <i>All bidders shall upload and maintain in PhilGEPS a current and updated file of the following Class "A" eligibility documents under Sections 23.1(a) and 24.1(a).</i>
	IRR, <u>Reg</u> i	eu of the Class "A" eligibility documents mentioned under Section 8.5.2 of this the Bidder shall only submit a valid and updated PhilGEPS Certificate of stration and Membership in accordance with Section 8.5.2 of this IRR for poses of determining eligibility;
Techi	nical I	Documents
	(a)	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; <b>and</b>
	(f) (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; <u>and</u> 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
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <b>and</b>
	(i)	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.
	(j)	Registration/Bidders fee of P 500.00 (enclose official receipt only) ( <i>Note: Must be renewed annually</i> )
<u>Finar</u>	icial <u>I</u>	<u>Documents</u>
	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NECC computation, it must be at least equal to ten percent (10%) of the

ABC to be bid. Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a Local Universal or Commercial Bank.

Cla	ss "B	" Docu	<i>ments</i>
		(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			<u>or</u>
			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.
II.	FINA	NCIA	L COMPONENT ENVELOPE
		(m)	Original of duly signed and accomplished Financial Bid Form enclosed in
			bid document; and
		(n)	Bid form PASIMS generated (This shall be given upon receipt of the Bidding
		, ,	Document after payment of the non-refundable fee)
			Note:
			1. Fill-up the Bid form PASIMS generated provided, (Handwritten or
			Typewritten).
			2. Only the original bid form shall be accepted.
			3. Photocopy of the Bid form shall be accepted, provided that it shall be in
			the original size of the bid form (8.5x13) paper size.
		(o)	Original of duly signed and accomplished Price Schedule(s).

## Section IX. Sample Forms

- 1. Statement of all Ongoing Government & Private Contracts Including Awarded Contract
- 2. Statement of the Bidder's Single Largest Completed Contract (SLCC)
- 3. Net Financial Contracting Capacity (NFCC)
- 4. Form of Bid Security (Bank Guarantee)
- 5. Bid Security Declaration
- 6. Omnibus Sworn Statement
- 7. Bid Form

Standard Form Number: SF-GOOD-13a

## Statement of all Ongoing Government & Private Contracts Including Awarded Contracts but not yet started

Business Address	·							
Name of Outstanding	a. Owner's Name	Kinds of Goods/ Nature of Work	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding
Contract with other contracting party/ Project Cost	b. Address c. Telephone Nos.		Description	%	b. Date Started c. Date of Completion	Planned	Actual	Works/ Undelivered Portion
Note: This statement sha	ll be supported with:					Total Co	ost	
2. Notice to proce	d and/or contract ed issued by the own accomplishments sign		authorized rep	resentativ	ve			
Submitted by	: (Printed Nam	ne & Signature)						
Designation Date	_							

Standard Form Number: SF-GOOD-13b

## Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Project Cost  C. Telephone Nos.  similar project or major categories of work  Description  C. Duration  Description  Total Cost  This statement shall be supported with:  1. Contract 2. Certificate of completion 3. Certificate of Acceptance  (Printed Name & Signature)	Name of Cont	tract/	a. Owner's Name	<b>Definition or description of the</b>	Bidder's l	Role	a. Amount at Award	a. Date Awarded
te: This statement shall be supported with:  1. Contract 2. Certificate of completion 3. Certificate of Acceptance  iitted by  (Printed Name & Signature)	Project Co	ost	b. Address c. Telephone Nos.	similar project or major	Description	%	b. Amount at Completion c. Duration	b. Contract Effectivity c. Date Completed
2. Certificate of completion 3. Certificate of Acceptance  itted by  (Printed Name & Signature)								
2. Certificate of completion 3. Certificate of Acceptance  itted by  (Printed Name & Signature)								
e: This statement shall be supported with:  1. Contract 2. Certificate of completion 3. Certificate of Acceptance  itted by :								
e: This statement shall be supported with:  1. Contract 2. Certificate of completion 3. Certificate of Acceptance  iitted by  (Printed Name & Signature)								
te: This statement shall be supported with:  1. Contract 2. Certificate of completion 3. Certificate of Acceptance  iitted by  (Printed Name & Signature)								
1. Contract 2. Certificate of completion 3. Certificate of Acceptance  itted by  (Printed Name & Signature)							Total Cost	
2. Certificate of completion 3. Certificate of Acceptance  iitted by  (Printed Name & Signature)	e: This statem	nent shall	be supported with:					
3. Certificate of Acceptance  itted by :  (Printed Name & Signature)								
(Printed Name & Signature)								
(Printed Name & Signature)	nitted by	•						
onation ·		<u> </u>	(Printed Name & Signature)	gnature)				
e :	ignation	•						

#### **NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

The computation for the Net Financial Contracting Capacity (NFCC) should be included in the eligibility documents following the formula and format calculated as follows:

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

#### Note: K factor is fixed at 15

The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

\*Current assets and current liabilities should be picked up from the corresponding entry in the audited financial statement for the year 2021.

Example:

Current Assets - P 5.2M Current Liabilities - P 4.1M

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—

P 1.1M

NFCC = (5.2M - 4.1M) \* 15 - 1.1M

NFCC = 15.4M

<sup>\*</sup>The NFCC should at least be equal to the Approved Budget for the Contract (ABC) to be bid.

#### **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF	S.S.

## BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity] I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

of

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the  Notice of Award]									
	CONTRACT AGREEMENT								
	THIS AGREEMENT made the				-				
PROC	URING ENTITY] of the Philippines (her	reinafter called "i	the Entity") of the	e one part a	and   name				

of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

#### Acknowledgment

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

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)
CITY/MUNICIPALITY OF	) S.S.

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, 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;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF,	I have hereunto	set my hand	d this	day of _	, 20	at	,
Philippines.							

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

#### **Price Schedule for Goods Offered from Within the Philippines**

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines Name of Bidder \_\_ Bid No.\_\_\_\_ 3 5 6 7 8 10 Cost of Incidental Services, if applicable, per item Unit price EXW per item Transportation and all other costs incidental Total Price, Item Description Country of Quantity Sales and Total Price other taxes payable if Contract are awarded, per item delivered Final Destination per unit (col 5+6+7+8) to delivery, per (col 9) x (col 4) item

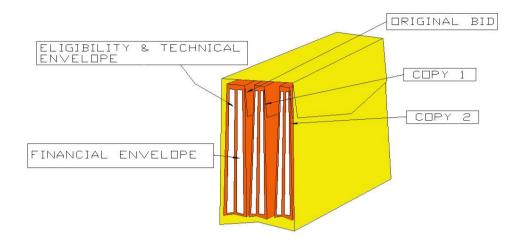
Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	

### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM
Date:
Bid No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:  a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.
We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of: Date:

#### Section X. SEALING AND MARKING OF BIDS



#### I. Single Stage Bidding Process

#### Envelope 1. Original Bid

- a. Original Eligibility Documents and Technical Proposal
- b. Original Financial Proposal

#### Envelope 2. Copy #1

- a. Copy #1 Eligibility Documents and Technical Proposal
- b. Copy #1 Financial Proposal

#### Envelope 3. Copy #2

- a. Copy #2 Eligibility Documents and Technical Proposal
- b. Copy #2 Financial Proposal

#### II. Each Envelope shall:

- 1. Contain the name of the contract to be bid in capital letters
- 2. Bear the name and address of the prospective bidder in capital letters
- 3. Bear addressed to the PROCURING ENTITY's BAC
- 4. Bear the specific identification of this project indicated in the ITB
- 5. Bear a warning "DO NOT OPEN BEFORE "the date and time for the Opening of Bids indicated in the ITB.

Each envelope must be sealed.

The Chairman Bids & Awards Con 2F/PGSO Building, Davao del Norte	nmittee Government Center, Mankilam, Tagum City	ORIGINAL ENVELOPE
Bid No. / PROCUREMENT OF		
	AME OF CONTRACTOR) DDRESS)	
Sample Tabbing	"DO NOT OPEN BEFOREAT	<u>09:00 AM</u> "

# (ORIGINAL/COPY 1/COPY 2) Eligibility Documents and Technical Proposal

Ongo.

Ongoing

**PhilGEPS** 

**SLCC** 

**NFCC** 

**Bid Security** 

**Omnibus** 

Technical Specs

Registration

JVA

Bid No:

Item Description/Project:

**Establishment:** 

Address:

**Contact Details:** 

# (ORIGINAL/COPY 1/COPY 2) Financial Proposal

Bid No:

Item Description/Project:

**Establishment:** 

Address:

**Contact Details:** 

**Bid Form** 

**Bid Form** 

Price Schedule

