# PHILIPPINE BIDDING DOCUMENTS

IB 2022 - 086E

# PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT (LOT BIDDING) (REBID)

TOTAL ABC: P 1,461,000.00

Government of the Republic of the Philippines

Sixth Edition July 2020

# **Preface**

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

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

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

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

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

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

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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid

# **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.



# Republic of the Philippines Department of Health

### METRO MANILA CENTER FOR HEALTH DEVELOPMENT

# INVITATION TO BID FOR

IB 2022 - 086E

# PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT (LOT BIDDING) (REBID)

The DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT, through the HFEP 2022 intends to apply the sum of ONE MILLION FOUR HUNDRED SIXTY-ONE THOUSAND PESOS (P 1,461,000.00) ONLY the ABC to payments under the contract for PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT (LOT BIDDING) (REBID) Bids received in excess of the ABC shall be automatically rejected at bid opening.

**DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified under SECTION VI. Schedule of Requirements. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project, the description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

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 5183.

Prospective Bidders may obtain further information from **DEPARMENT OF HEALTH** - **METRO MANILA** - **CENTER FOR HEALTH DEVELOPMENT** Mandaluyong City at BAC Office c/o BAC Secretariats and inspect the Bidding Documents at the address given below during office hours from 8:30 AM – 4:00 PM Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on MAY 11 to 30, 2022, from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P 5,000.00) Only. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The DEPARMENT OF HEALTH - METRO MANILA CENTER FOR HEALTH DEVELOPMENT will hold a PRE-BID CONFERENCE<sup>1</sup> on MAY 18, 2022, 9:00 AM at MMCHD Amphitheater, Mandaluyong City, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before MAY 30, 2022 AT 9:00 AM. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on MAY 30, 2022 AT 10:00 AM at the DOH – MMCHD AMPHITHEATER, MANDALUYONG CITY. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **DEPARMENT OF HEALTH - METRO MANILA CENTER FOR HEALTH DEVELOPMENT** 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.

For further information, please refer to:

MMCHD, BAC Office ALELI ANNIE GRACE P. SUDIACAL, MD, MPH Director III / BAC Chairperson BAC Secretariat c/o Ma. Rossana C. Fariñas Block 6 Barangay Road, Welfareville Compound Barangay Additional Hills, Mandaluyong City 1550 8-531-00-15/32 loc. 308 bacoffice@ncro.doh.gov.ph

You may visit the following websites:

For downloading of Bidding Documents: <a href="http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee">http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee</a>

ALELI ANNIE GRACE P. SUDIACAL, MD, MPH Director III / BAC Chairperson

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

# Section II. Instructions to Bidders

# **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, **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** wishes to receive Bids for the **PROCUREMENT OF VARIOUS LABORATORY EQUIPMENT (LOT BIDDING)** (**REBID**) with identification number **IB 2022 - 086E** 

The Procurement Project (referred to herein as "Project") is composed one item, the details of which are described in Section VII (Technical Specifications).

# 2. Funding Information

- 2.1. The SAA through the source of funding as indicated below for 2022 in the amount of ONE MILLION FOUR HUNDRED SIXTY-ONE THOUSAND PESOS (P 1,461,000.00) ONLY
- 2.2. The source of funding is:

SAA No. 2022-02-0531

## 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 may be eligible to participate when any of the following circumstances exist:
  - 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-Consumable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

# 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

### 7. Subcontracts

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

The Procuring Entity has prescribed that:

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

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **MMCHD Amphitheater**, **Mandaluyong City**, as indicated in paragraph 6 of the **IB**.

# 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three* (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be

authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

### 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<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120)* calendar days from the date of 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**.

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

# 17. 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 4- One project that is one lot or item, which 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**

ITB Clause					
5.3	For this p	urpose, contracts similar to the Proj	ect shall	be:	
	<ul> <li>a. Hospital/Medical Equipment</li> <li>b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>				
7.1	Not Appli	cable			
14.1	following	forms and amounts:			•
	a. The amount of not less than 29,220.00 (amount equivalent to two percent (2%) of ABC) to be bid, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or				
	b. The amount of not less P 73,050.00 (amount equivalent to five percent (5%) of ABC) to be bid, if bid security is in Surety Bond				
15	Each Bidder shall submit on (1 original and two (2) copies of the first and second components of its bid: 1st copy marked as "ORIGINAL" 2nd copy mark as "COPY 1" 3rd copy- marked as "COPY 2". The financial component must be placed inside the YELLOW ENVELOPE				
19.3	The ABC is <b>ONE MILLION FOUR HUNDRED SIXTY-ONE THOUSAND PESOS</b> (P 1,461,000.00) ONLY bid with a financial component exceeding this amount shall not be accepted.				
	Item No.	Description	Qty.	Unit	Total ABC (Php)
	1	MICROHEMATOCRIT CENTRIFUGE	1	Unit	48,000.00
	2	URINE ANALYZER	1	Unit	50,000.00
	3	DIFFERENTIAL COUNTER	1	Unit	15,000.00
	4	CENTRIFUGE	2	Unit	280,000.00
	5	CLINICAL CENTRIFUGE, 12 PLACER	10	Sets	440,000.00
	6	CLINICAL ROTATOR	1	Unit	180,000.00
	7	COLORIMETER	2	Sets	360,000.00
	8	MICROSCOPE BINOCULAR TYPE	1	Unit	88,000.00
				Total	1,461,000.00
20.1	original at the BAC provided	le/Lowest Calculated Bidder (S/I and two (2) sets of certified true cop Secretariat (The BAC Secretariat you brought your Original Copy) days from receipt of the notificatio	oies as su are auth within t	orized to he non-ext	issuing agency or certify your copy tendible period of

### enumerated below: 3 sets (Original and Copy 1 & Copy 2)

- 1. Mayors's Permit, SEC/DTI, Tax Clearance, Financial Statement (stamped received by the BIR)
- 2. Certificate of Registration from BIR
- 3. Tax Returns for 6 months (latest) (Monthly & Quarterly)
- 4. Bid Bulletin
- 5. License to Operate
- 6. Philgeps registration (if Class A documents submitted during the submission and opening of bids)
- 7. And Other documents stated in BDS

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

### **NOTE:**

- 1) In case of a JVA, each joint venture partners shall submit the above cited Post-Qualification Documentary Requirements (GPPB NPM 006- 2010 dated 04 February 2010).
- 2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the BAC Office, soft copy in "Word" and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.
- 3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder's duly authorized signatory
- 4) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated prices
- 5) In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail

# 20.2 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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
Delivery and Documents –
For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered MMCHD or PASIG/TALA Warehouse. In accordance with INCOTERMS."
[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).
For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Ms. Rossana C. Fariñas</i>
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:
Select appropriate requirements and delete the rest.
<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.

f. [Specify additional incidental service requirements, as needed.]

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.

# Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total ABC (Php)	Delivery Site	Delivered, Weeks/Months
1	MICROHEMATOCRIT CENTRIFUGE	1	48,000.00	Pasig Warehouse	30 Calendar Days
2	URINE ANALYZER	1	50,000.00	/Tala Warehouse	30 Calendar Days
3	DIFFERENTIAL COUNTER	1	15,000.00	/DOH – MMCHD	30 Calendar Days
4	CENTRIFUGE	2	280,000.00	/LGU's	60 Calendar Days
5	CLINICAL CENTRIFUGE, 12 PLACER	10	440,000.00		30 Calendar Days
6	CLINICAL ROTATOR	1	180,000.00		30 Calendar Days
7	COLORIMETER	2	360,000.00		30 Calendar Days
8	MICROSCOPE BINOCULAR TYPE	1	88,000.00		30 Calendar Days
		Total	1,461,000.00		

# 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**

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

### Republic of the Philippines Department of Health Metro Manila Center for Health Development

### **TECHNICAL SPECIFICATIONS**

	I ECHINICAL SI ECHI ICA	1110110	
Item No. 1	MICROHEMATOCRIT CENTRIFUGE	Qty./Unit	1 Unit
Name of Manufa	cturer:	,	Country of Origin
Brand:			Model: (if applicable)
ABC: <b>48,000.00</b>			
	PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE
A. Technical Sp	pecifications:		
<ul> <li>Timer: 0-15 m</li> <li>Rotor: Univer</li> <li>Capacity: 24 c</li> <li>Power Supply</li> <li>Standard Acce</li> <li>Percentage re</li> <li>Disc reader</li> <li>Capillary tube</li> </ul>	Orpm 14,000 x g or: At least 9 cm nins sal Rotor capillary tubes (1.5x75mm) r: 220V, 60Hz essories eader		
B. <u>REQUIREMEN</u>	NTS IF AWARDED THE CONTRACT:		

- 1. Completion Period: The delivery, installation, testing and commissioning of the equipment and its accessories, including the training of end-users and maintenance staff must be completed within 30 calendar days upon receipt of Notice to Proceed.
- 2. **Testing**: Prior to acceptance, the end user shall conduct a physical inspection and functionality test. The equipment must be functioning and must have no physical damage and defect.
- 3. Training: The supplier shall provide a training on the proper use and maintenance of the equipment to the end-users and to the hospital maintenance staff within 3 days upon delivery of the equipment
- 4. Warranty: Warranty certificate for two (2) years on parts and service. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.
- 5. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of the equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to the warranty period.

- 6. **Manuals**: The supplier must provide the end-user one (1) hard and one (1) soft copy of the following:
  - a) Service manual in English language
  - b) Operation manual in English language
- 7. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.

Recipient: Health Facilities of Paranaque

# C. <u>Additional Requirement to be submitted by the Single/Lowest Calculated Bidder (SCB/LCB) as part of post qualification:</u>

1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling instruction of the product must be complied upon delivery.

# Republic of the Philippines Department of Health Metro Manila Center for Health Development

TECHNICAL SPECIFICATIONS				
Item No. 2	URINE ANALYZER	Qty./Unit	1 Unit	
Name of Manuf	facturer:	<u> </u>	Country of Origin	
Brand:			Model: (if applicable)	
ABC: <b>50,000.0</b>	0			
	PURCHASER'S SPECIFICAT	TION	STATEMENT OF COMPLIANCE	
A. Technical S	pecifications:			
- Automatic - Compatil available in the - Strip incul - LCD Disple - Built-in pr Test Modes - Routine - STAT - QC Throughput - 60-120 tes Memory - can hold a Power Supply - 220 VAC, 60 H Accessories - Automatic - Ten paran	reflectance photometry c self-calibration ble with various urine strips in e market. bation time: 1 min ay or better rinter  sts/hr t least 1,000 results  Lz c Voltage Regulator meter urine strips as starter kits rolls of thermal paper	n 4, 5 or 10 parameters		
B. REQUIREM	ENTS IF AWARDED THE CONTRACT:			
the equ mainten	<b>pletion Period</b> : The delivery, installatio ipment and its accessories, including ance staff must be completed within 30 o Proceed.	the training of end-users and		
2. <b>Testi</b>	ng: Prior to acceptance, the end user sha	all conduct a physical inspection		

and functionality test. The equipment must be functioning and must have no physical damage and defect.

- 3. **Training:** The supplier shall provide a training on the proper use and maintenance of the equipment to the end-users and to the hospital maintenance staff within 3 days upon delivery of the equipment.
- 4. **Warranty**: Warranty certificate for two (2) years on parts and service. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.
- 5. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of the equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to the warranty period.
- 6. **Manuals**: The supplier must provide the end-user one (1) hard and one (1) soft copy of the following:
  - a) Service manual in English language
  - b) Operation manual in English language
- 7. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.

Recipient: Health Facilities of Paranaque

# C. <u>Additional Requirement to be submitted by the Single/Lowest Calculated Bidder (SCB/LCB) as part of post qualification:</u>

1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling instruction of the product must be complied upon delivery.

# Republic of the Philippines Department of Health Metro Manila Center for Health Development

Item No. 3	DIFFERENTIAL COUNTER	Qty./Unit	1 Unit
Name of Manu	acturer:		Country of Origin
Brand:			Model, (if applicable)
ABC: <b>15,000.0</b>	0		Model: (if applicable)
	PURCHASER'S SPECIFICATION	I	STATEMENT OF COMPLIANCE
A. Technical Sp	ecifications:		
4 function l - +/- button - Percentag - RESET to c - FUN to adj Power: 220 Frequency:	ED windows (8 for cells and 1 for total amount buttons (+/-, %, RESET, FUN) to increase or decrease the count button for any-time percentage calculations clear all counts ust the contrast and monitor battery energy WAC, 50/60Hz 28kHz ± 3kHz e on battery power (2 AA batteries)		
B. <u>REQUIREM</u>	ENTS IF AWARDED THE CONTRACT:		
the equ	<b>pletion Period</b> : The delivery, installation, to ipment and its accessories, including the lance staff must be completed within <b>30 cal</b> to Proceed.	training of end-users and	l
and fun	<b>ng</b> : Prior to acceptance, the end user shall coctionality test. The equipment must be fund damage and defect.		
mainten	<b>ning:</b> The supplier shall provide a training ance of the equipment to the end-users and thin 3 days upon delivery of the equipment.		
supplier found to warrant	4. <b>Warranty</b> : Warranty certificate for two (2) years on parts and service. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.		
5. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of the equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to the warranty period.			
	<b>nals</b> : The supplier must provide the end-use y of the following:	er one (1) hard and one (1)	)
	a) Service manual in English language		

b) Operation manual in English language	
7. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.	
X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-	
Recipient: Health Facilities of Paranaque	
C. Additional Requirement to be submitted by the Single/Lowest Calculated Bidder (SCB/LCB) as part of post qualification:	
1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling instruction of the product must be complied upon delivery.	

## **TECHNICAL SPECIFICATIONS**

Item No. 4	CENTRIFUGE	Qty./Unit	2 Units
Name of Manuela			Countries of Ordinies
Name of Manufa	cturer:		Country of Origin
Brand:			Model: (if applicable)
ABC: <b>280,000.0</b>	0		
	PURCHASER'S SPECIFICATION	ON	STATEMENT OF
			COMPLIANCE
A. Technical Spec	cifications:		
■ Speed (RPM): 5	00-4000 RPM		
<ul><li>Speed (RPM): 500-4000 RPM</li><li>Maximum RCF(g): 2500 x g</li></ul>			
• Rotor: 24 place fixed			
● Tube size: 2-15ml			
• Motor: DC			
Power Supply: 220V, 60Hz     Size: Manufacturer's Standard			
Weight: Manufacturer's Standard			
• Variable Speed: 1000-3400 RPM			
• 24 Placer fixed angle motor			
• 60 min digital timer			
• Capacity 24x10ml tubes or 16x15ml tubes			

### B. REQUIREMENTS IF AWARDED THE CONTRACT:

- 1. **Completion Period**: The delivery, installation, testing and commissioning of the equipment and its accessories, including the training of end-users and maintenance staff must be completed within **60 calendar days** upon receipt of Notice to Proceed.
- 2. **Testing**: Prior to acceptance, the end user shall conduct a physical inspection and functionality test. The equipment must be functioning and must have no physical damage and defect.
- 3. **Training:** The supplier shall provide a training on the proper use and maintenance of the equipment to the end-users and to the hospital maintenance staff within 3 days upon delivery of the equipment.
- 4. **Warranty**: Warranty certificate for one (1) year on craftsmanship. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.
- 5. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of the equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to the warranty period.
- 6. **Manuals**: The supplier must provide the end-user one (1) hard and one (1) soft copy of the following:

Item No. 5	CLINICAL CENTRIFUGE 12-PLACER	Qty./Unit	10 Sets
Name of Manufacturer:		Country of Origin	
Brand:			Model: (if applicable)
ABC: <b>440,00.0</b>			
	PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE
A. Technical Sp	ecifications:		
Rotor Type: Fixe Max Rotor Speed Max RCF: 2490 x Run Time: 30 se Driving Motor: E Display: Digital, Noise Level: ≤ 60 Dimensions: Mar Power Supply: 2 Safety Features: Inclusions: - Rotor for 8 x 1	d: 15,000 rpm  a g c to 99 min / Continuous crushless DC Motor LCD or better d dB nufacturer's Standard 20 VAC, 60 Hz		
	It tube sizes 3-12 mL ITS IF AWARDED THE CONTRACT:		
the equ	<b>pletion Period</b> : The delivery, installation, testing ipment and its accessories, including the trainance staff must be completed within <b>30</b> calend to Proceed.	ning of end-users a	nd
function	to acceptance, the end user shall conduct a pality test. The equipment must be functionid damage and defect.		
supplier found to warrant	ranty: Warranty certificate for one (1) year shall either repair or replace any item or part is be defective in material or in workmanship by period shall commence from the date of accepting and commissioning.	n the equipment that under normal use. T	t is 'he
correcti equipmo stateme	rized undertaking that the supplier shall ove maintenance within five (5) calendar days usent breakdown from the end-user. The under that the number of days where the equipment and the material or workmanship, shall be added to the	upon notification of t rtaking shall include ent is unusable due	the e a
5 Manı	uals: The supplier must provide the end-user or	ne (1) hard and one (	(1)

a) Service manual in English language
b) Operation manual in English language
6. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.

x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x

Recipient: Health Facilities of Paranaque

C. Additional Requirement to be submitted by the Single/Lowest Calculated Bidder (SCB/LCB) as part of post qualification:

1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling

instruction of the product must be complied upon delivery.

TECHNICAL SPECIFICATIONS			
Item No. 6	CLINICAL ROTATOR	Qty./Unit	1 Unit
Name of Manufacturer:		Country of Origin	
Brand:			Model: (if applicable)
ABC: <b>180,000.0</b> (	)		Model: (ii applicable)
,	PURCHASER'S SPECIFICATIO	N	STATEMENT OF COMPLIANCE
A. Technical Spec	ifications:		
<ul> <li>Load Capacity: At</li> <li>Controls: Digital</li> <li>Display: LCD or b</li> <li>Dimensions: Man</li> <li>Min Speed: 30 RF</li> <li>Max Speed: 220 F</li> <li>Orbital Diameter</li> <li>Power Supply: 22</li> <li>Material: Stainles</li> </ul>	oetter nufacturer's Standard PM RPM : At least 19 mm 20V, 50/60Hz		
B. <u>REQUIREMENT</u>	S IF AWARDED THE CONTRACT:		
the equip maintenar Notice to I 2. <b>Testin</b> g	etion Period: The delivery, installation, to ment and its accessories, including the nee staff must be completed within 30 caproceed.  Proceed.  Prior to acceptance, the end user shall complete the staff must be fully test. The equipment must be fully the staff of	e training of end-users and alendar days upon receipt of conduct a physical inspection	
3. <b>Traini</b>	amage and defect.  ng: The supplier shall provide a train note of the equipment to the end-users and		
supplier s found to warranty	<b>nty</b> : Warranty certificate for two (2) yea hall either repair or replace any item or be defective in material or in workman period shall commence from the date of and commissioning.	part in the equipment that is ship under normal use. The	
corrective equipmen statement	zed undertaking that the supplier she maintenance within five (5) calendar dot to breakdown from the end-user. The state the number of days where the equaterial or workmanship, shall be added to	ays upon notification of the undertaking shall include a uipment is unusable due to	
6. <b>Manuals</b> : The supplier must provide the end-user one (1) hard and one (1) soft copy of the following:			
a) Service manual in English language			

b) Operation manual in English language	
7. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.	
D. Additional Requirement to be submitted by the Single/Lowest Calculated	
Bidder (SCB/LCB) as part of post qualification:	
1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling instruction of the product must be complied upon delivery.	

	Metro Manila Center f TECHNICAL SPE	for Health Development	
Item No. 7	COLORIMETER	Qty./Unit	2 Sets
Name of Manufacturer:		Country of Origin	
Brand:			Model: (if applicable)
ABC: <b>360,00</b> 0	0.00		
	PURCHASER'S SPECIFICATION	ON	STATEMENT OF COMPLIANCE
A. Technical Տյ	pecifications:		
<ul> <li>Data Logger:</li> <li>Display: LED</li> <li>Dimensions:</li> <li>Enclosure Ra</li> <li>Optical Syste</li> <li>Photometric</li> <li>Photometric</li> <li>Photometric</li> <li>Sample Cell (</li> <li>Power Suppl</li> <li>Inclusions:</li> <li>Rechargeable</li> <li>At least 2 glas</li> <li>At least 2 plas</li> </ul>	con Photodiode At least 500 measured values  Manufacturer's Standard ting: At least IP67 m: 0/180 deg transmittance Accuracy: At least ± 0.005 Abs Linearity: At least ± 0.002 Abs Measuring Range: At least 0-2 Abs Compatibility: 1 inch round y: Rechargeable Battery with charger batteries with charger ss sample cells 1-inch round with 10, 20, 25 stic sample cells 1cm/10mL dapter (if necessary)	mL marks	
o. <u>REQUIREME</u>	ENTS IF AWARDED THE CONTRACT:		
the eq mainte Notice	<b>pletion Period</b> : The delivery, installation, uipment and its accessories, including the nance staff must be completed within <b>30</b> c to Proceed.	he training of end-users ar calendar days upon receipt	nd of
and fu	.ing: Prior to acceptance, the end user shall nctionality test. The equipment must be f al damage and defect.		
mainte	<b>ining:</b> The supplier shall provide a train nance of the equipment to the end-users are ithin 3 days upon delivery of the equipment	nd to the hospital maintenan	
supplie found warrar	<b>cranty</b> : Warranty certificate for two (2) year shall either repair or replace any item on to be defective in material or in workmanty period shall commence from the date desting and commissioning.	r part in the equipment that nship under normal use. Tl	is ne
correct	arized undertaking that the supplier strive maintenance within five (5) calendar	days upon notification of the	ne

equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to

instruction of the product must be complied upon delivery.

Item No. 8	TECHNICAL SPECIFIC MICROSCOPE BINOCULAR TYPE	Qty./Unit	1 Unit
Name of Manufacturer:		Country of Origin	
Brand:			Model: (if applicable)
ABC: <b>88,000.</b> 0	00		Model: (ii applicable)
11201 00,000	PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE
A. Technical Spe	ecifications:		
Focusing - Coaxial coarse - Precision of a	lumination system e and fine adjustments with 200 graduations t least 2 microns		
Eyepieces	volving nosepiece		
Head - 30° inclined - 360° rotatable - Interpupillary Stage - Single specim Condenser - must be adjus - achromatic ob - all anti-fungus Power - 220 VAC, 50/Accessories - Power Cord - LED Bulb - Dust Cover	P Distance: Adjustable between 55-75 mm en holder (1 pc Double specimen holder and 1 p table bjectives 4x, 10x, 40x and 100x s treated	c sheet holder)	
<ol> <li>Com the equalities mainted to the equalities of the e</li></ol>	pletion Period: The delivery, installation, testi uipment and its accessories, including the transace staff must be completed within 30 calento Proceed.  ing: Prior to acceptance, the end user shall conceptionality test. The equipment must be functional damage and defect.  ining: The supplier shall provide a training nance of the equipment to the end-users and to thin 3 days upon delivery of the equipment.	dar days upon receipt of duct a physical inspection oning and must have not on the proper use and	

- **4. Warranty**: Warranty certificate for two (2) years on parts and service. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.
- **5.** Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of the equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to the warranty period.
- 6. **Manuals**: The supplier must provide the end-user one (1) hard and one (1) soft copy of the following:
  - a) Service manual in English language
  - b) Operation manual in English language
- 7. With "DOH-MMCHD HFEP" (Government Property not for sale) sticker in each unit.

**Recipient**: Health Facilities of Paranague

## D. Additional Requirement to be submitted by the Single/Lowest Calculated Bidder (SCB/LCB) as part of post qualification:

1. One (1) original sample of manufacturer's product to be submitted and returned after evaluation. The sample submitted and approved during the evaluation shall be the same item to be delivered upon award of contract. Prototype of the labelling instruction must be part of the sample submitted however, the technical specifications of the labelling instruction of the product must be complied upon delivery.

# 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 Legal Documents Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); (a) Registration certificate from Securities and Exchange Commission (SEC), (b) Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and Mayor's or Business permit issued by the city or municipality where the (c)principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, Acceptability of the recently expired Mayor's or Business permits and the Official Receipt as proof that the Bidder has applied and paid for the renewal of the permit; Provided that, the current and valid Mayor's or Business Permit as renewed, will be submitted by the bidder with the LCRB after the award of contract but before payment (GPPB Circular 09-2020) <u>and</u> (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Technical Documents Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) $\prod$ (f) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and |(g)|Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; and

(h)

Conformity with the Technical Specifications, which may include

	(i)	production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u> 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)	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.
<u>Fina</u>	ancie	al Documents
	(k)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u>
	(1)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
		Class "B" Documents
	(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
		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.
<u>Othe</u>	er de	ocumentary requirements under RA No. 9184 (as applicable)
	(n)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in
	(o)	government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
FINA	AN(	CIAL COMPONENT ENVELOPE
		Original of duly signed and accomplished Financial Bid Form; and
	(b)	Original of duly signed and accomplished Price Schedule(s).

II.

