# PHILIPPINE BIDDING DOCUMENTS

IB2024 - 096E

# PROCUREMENT OF 2 UNITS MOBILE CLINIC

ABC: 20,000,000.00

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:

- 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.
- 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])

 $\label{eq:GOP-Government} \textbf{GOP}-\textbf{Government} \ \ \textbf{of the Philippines}.$ 

**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;
- 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 2024-096E

#### PROCUREMENT OF 2 UNITS MOBILE CLINIC

The **DEPARMENT OF HEALTH – METRO MANILA - CENTER FOR HEALTH DEVELOPMENT**, through the **HFEP 2024** intends to apply the sum of **Twenty Million Pesos** (20,000,000.00) the ABC to payments under the contract for the procurement of (2) units MOBILE CLINIC for the use of Health Facilities in the National Capital Region. 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** - **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 November 13, 2024 to December 03, 2024, 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 Twenty-Five Thousand Pesos (P25,000.00). 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 on November 21, 2024, 9:00 AM at MMCHD Amphitheater, Mandaluyong City, which shall be open to prospective bidders.

Commented [AT1]: Renumbered

Bids must be duly received by the **BAC Secretariat** through (i) manual submission at the office address indicated below, on **December 03, 2024 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 **December 03, 2024 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 JEREMIAS FRANCIS Y. CHAN, MD, MPH 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 bacoffice2@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>

JEREMIAS FRANCIS Y. CHAN, MD, MPH

**BAC** Chairperson

## 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 two (2) units MOBILE CLININC with identification number **IB 2024 - 096E** 

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 NEP through the source of funding as indicated below in the amount Twenty Million Pesos (20,000,000.00)
- 2.2. The source of funding is

SAA 2024-04-002035 (HFEP 2024)

### 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:
  - Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - 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;
    - 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.
  - 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);
    - The cost of all customs duties and sales and other taxes already paid or payable;
    - 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.
    - 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>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid 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.

### 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.

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

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:

- 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**

Diu	Dutu	Sheet			
ITB					
Clause					
5.3				quivalent to fifty	
	percent (5	070) of the Tibe shan	ос.		
		nbulance / Mobile Cli ompleted within three			dbb
		d receipt of bids.	(5) years prior	to the deadline ic	or the submission
7.1	Not Applie	cable			
14.1		curity shall be in the	form of a Bid	Securing Declarate	ion, or any of the
		forms and amounts:	1 400 000 0	<b>10</b> /	1
	a. Th	e amount of not less to of ABC) to be bid, if	nan <u>400,000.0</u> hid security is	in cash, cashier's	manager's check
		nk draft/guarantee or:			manager 5 check,
	b. Th	e amount of not less 1	., <mark>000.000.00</mark> (	amount equivalent	t to five percent
		%) f ABC) to be bid, i			
19.3		C is <b>Twenty Million</b> lent exceeding this amo			financial
	Item	Description	Qty	U/Price	Total ABC
	No.	Description	Qty	0/111ce	(Php)
	1	MOBILE CLINIC	2 Units	10,000,000.00	20,000,000.00
		TOTAL			
20.2	m, a, ,				(1)
20.2		e/Lowest Calculated I 2) sets of certified true			
		t (The BAC Secretaria			
	brought yo	our Original Copy) wi	thin the non-e	xtendible period o	of three (3) days
		pt of the notification			as enumerated
		ets (Original and Co			
		ayors's Permit, SEC/I amped received by the		ance, Annual Inco	ome Tax Return
		rtificate of Registration			
		x Returns for 6 month		nthly & Quarterly	)
		d Bulletin			
		A License to Operate			
		OA Certificate of Med		otification (CMDN	<b>1</b> )
		<mark>rtificate of Distributo</mark> O Certificates	rsnip		
	1 - 1	oduct Sample and Bro	chure (Produc	t Demo to be sche	edule)
		ilgeps registration (if			
		omission and opening			
1		d Other documents st			1
1		f the Bidder declared			
		ents above or a findire of the bid security			
	Ioricitui	c of the blu security	and uisquall	icadon of the Dit	iuci iui awaiu.

### 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\

21.1

#### **General Instructions:**

- 1. The public bidding will be held at the Philippine Standard Time (PST); the BAC will not accept bid documents that are submitted after 9:00 AM/.
- 2. Attendance at the Bid Opening and Evaluation is limited to those listed in the company Letter of Authority/Secretary Certificate. When submitting your bidding documents, please provide the Secretariat with a xerox copy of your Letter of Authority/Secretary Certificate, as well as your company
- 3. Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional two (2) hard copies of the bid.

Sealed Original, Copy 1 and Copy 2 in one (1) Single Envelope

The financial component must be placed inside the YELLOW ENVELOPE All copies shall be marked Certified True Copy & Copy & Signed by the bidder or its duly authorized representative.

All copies must be marked with index/ear tabs or side-end tabs to identify the page components

4. The remarks "COMPLY" should be indicated line by line (corresponding to each parameter of the specifications)

EXAMPLE:

Republic of the Philippines DEPARTMENT OF HEALTH Metro Manila Center for Health Development

#### TECHNICAL COMPONENT ENVELOPE

Copy 1: 1st copy marked as "ORIGINAL

Copy 2: 2nd copy mark as "COPY 1" (Duplicate)

Copy 3: 3rd copy mark as "COPY 2" (Duplicate)

### FINANCIAL COMPONENT ENVELOPE

Copy 1: 1st copy marked as "ORIGINAL

Copy 2: 2nd copy mark as "COPY 1" (Duplicate)

Copy 3: 3rd copy mark as "COPY 2 (Duplicate)

#### Mother Envelope

- 5. Bidders who choose to use the Bid Security in the form of cash or a manager check (payee: DOH-NCRO-BTR) must include a Xerox copy of the MMCHD Official Receipt within the bidding envelope.
- 6. All bidder should submit a xerox copies of current legal documents (PHILGEPS, SEC/DTI/ CDA, Mayors or Business Permit and Tax Clearance) with your Platinum Membership.
- 7. The bidding documents shall include the Updated Technical Specifications found in the Supplemental Bid Bulletin. Using the original Technical Specifications will result in the disqualification of the bidder.
- 8. Indicate the Brand Name and Model of item being quoted in you Technical Specifications (HFEP Equipment, and Goods)
- 9. The following documents must be notarized (non-compliance with this instruction will be rated as "FAILED BID"):
- A. Letter of Authority/Secretary Certificate
- B. Omnibus Sworn Statement
- C. Bid Securing Declaration
- 10. For the Statement of Single Largest Completed Contract and On-Going Contract/s, use the standard format (Annex A and Annex B)
- 11. A Xerox copy of an official receipt, sales invoice, or end-user acceptance should be submitted for the Statement of Single Largest and Completed Contract similar to the contract to be bid. The Single Largest and Completed Contract should only include one similar project.
- 12. Include a Statement of Ongoing Contract/s even zero on-goings.
- 13. For the Statement of All Ongoing Government & Drivate Contracts, including contracts awarded but not yet started a Xerox copy of the Notice of Award and/or contract should be attached. (not applicable for xero on-going contract)
- 14. The NFCC should be accompanied by Latest Audited Financial Statement for the preceding calendar year, stamped received by the BIR or its duly accredited and authorized institutions, showing, among other things, the bidder total and current assets and liabilities, and should be no more than two (2) years old from the date of bid submission. (Annex C)
- 15. The Bidder must submit a computation of its Net Financial Contracting

Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:
NFCC = [(Current assets minus current liabilities) x 15)] minus 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.
16. Use the Standard format of the bid form. Never Omit this Paragraph: [Insert this paragraph if Foreign-Assisted Project with the Development Partner:  Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of of agent Currency Commission or gratuity
(if none, state "None") 17. Include in your bidding documents: Joint Venture Agreement (JVA) a. A duly notarized statements from all the potential join venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. (With JVA) b. A duly signed statement from the Company has no joint venture agreement.
18. Bidder shall pick up the NOA/Contract and NTP issued in its favor within three (3) calendar days from the date of receipt of notice. An electronic mail shall constitute an official notice to the Bidder only for NOA. Refusal to sign and accept the award or enter into a contract without justifiable reason, maybe a ground for imposition of administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.
19. Post Qualification Requirements:
The following business licenses should be marked certified true copy by the issuing agency or the BAC Secretariat Office:
□ Eligibility Documents (Mayor's Permit, SEC/DTI Registration,) □ Certificate of Registration from BIR
☐ Income Tax Returns for the past 6 months (latest)
Other related documents required by the Technical Working Group
20. Bidding Date: Time of bidding Document submission: ON OR BEFORE 9:00 AM (Closing time)
Time of Opening of Bids: 10:00 AM
21. Copy of the BIR Form 2303 indicating the correct classification / category of
the nature of business.
22. Website: ncroffice.doh.gov.ph
For guidance and information of all concerned.

# 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

- 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.

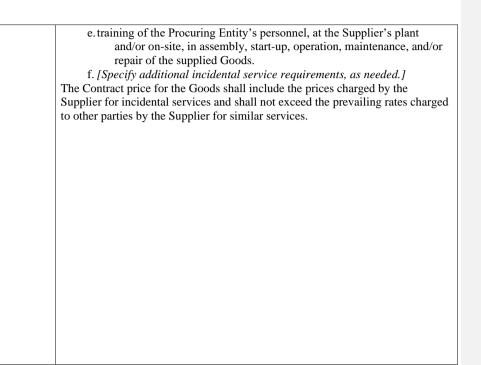
The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- 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**

Specie	ii Conditions of Contract
GCC	
Clause	
1	
	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</li> </ul>
	under this Contract; and



### 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	MOBILE	2 Units	20.000,000.00	Health	120 calendar
	CLINIC			Facilities	days upon
				in the	receipt of the
				NCR	Notice to
					Proceed

### 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
Hein	Specification	[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 Phi Department of H Metro Manila Center for Hea TECHNICAL SPECIFICAT!	lealth Ilth Developm	ent
Item No. 1	MOBILE CLINIC	Qty./Unit	2 Units
Name of Manu	facturer:	Country of Origin	
Brand: ABC: <b>20,000,0</b>	00.00		Model: (if applicable)
	PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE
VEHICLE SPI  Vehicle Tymobile clinic made body st Engine size, Fuel-injecto Emission compliance st Fuel Type: I Fuel Tank C Transmissio Steering: Le Brakes: Dru With parking Front and better Tire and wl tire Standard velamps, license Standard of fuel gauge, di water level, o parking brak warning. Dashboard least 2-inch recording, au The camera r power supply Windshield washer. Equipped w	displacement: At least 3000 cc r System: Common Rail Direct Injection (CF Compliance: Euro 4 or higher/lates candard Diesel apacity: At least 100 liters on: Manual with at least five (5) speed + one ft Hand drive with the power steering syste um type or Better. With an Anti-lock brake brake. Rear Suspensions: Multi-Leaf Spring sus neel: 7.50-16-12PR, seven (7) tires including chicle lamps: Headlamps, tail lamps, stop late plate lamps, fog lamps lashboard instrumentations: Speedometer gital clock, warning lamps for low oil press verheating, low battery charge, indicator late e and headlight high-beam, engine check Camera: Resolution of at least 1920x1080 LED display, minimum storage of 64 GB tomatic on/off, and night vision recording must be installed on the dashboard or wind must be from the vehicle battery. Wipers: with at least two (2) speed interr ith air conditioning system	t emission  (1) reverse m  ing system.  spension or ng the spare mmps, signal , odometer, ure, cooling mps for the tax, door ajar  0@30fps, at , with loop in low light. dshield. The mittent with	
for the driver • Airbags: Si	3-point Emergency Locking Retractor (EL and front passenger. upplemental Restraint System (SRS) airbe front passenger.		

- Driver and passenger side mirrors Standard convex type, manual or power adjustment.
- Set of Tools: Hydraulic Jack, tire wrench, flat and Philips screwdrivers, set of pliers, adjustable wrench, early warning device, and spare wheel tire.

#### **MOBILE CLINIC**

- Length x Height: 16 ft. x 7.5 ft.
- X-Ray Room: All walls of the room must be lined with lead sheet at least 1.5mm thick size. The lead glass must be 1.5mm lead equivalence. The door must also be lined with lead sheet (1.5mm thick size) from edge including the jambs.
- Exam/ECG Room: Division mounted with upholstered bed at least 2 ft. x 6 ft., under cabinet, and side table
- Laboratory Room: Division with working table with at least 2 ft depth and 3 ft height, sink and under-cabinet, cabinet, and laboratory chair with adjustable height of at least 45 60 cm.
- Comfort Room: Division with toilet bowl, bidet and exhaust fan.
- Extraction are: Provided with fabricated phlebotomy chair
- Inclusions:
  - Canopy
- A refrigerator with a minimum capacity of 60L to store reagents and samples, to be placed under the working table in the laboratory room.
- 2 units of Aircon One (1) unit 1.0 hp inverter split-type and One (1) unit 0.5 hp window-type aircon)
  - Stainless steel water tank for supply with at least 60 L capacity
  - Stainless steel water tank for deposit with at least 60 L capacity
- Royal Cable Wire (20 meters) (wire size to be considered based on the total electrical load)
  - Clearance Light
  - Wind Breaker
  - Pull-down Stairs
  - Door & Windows
  - Electrical installation
  - Installation of sticker (logo, design, label)

#### **ELECTRICAL WIRINGS AND FINISHING**

- Lay-out for X-Ray 220 volts, lighting and receptacles power outlets
  - Main power box for breaker distributions
- Connecting power cable, 20 meters for AC line and sub-meter (wire size to be considered based on the total electrical load)
- $\bullet$  Walling and partition 1/4~mm thick aluminum composite with galvanized frame
- Working table
- Finishing:
  - All ceiling and walls are finished aluminum composite
  - Flooring finished with vinyl
  - -Working table top finished all cabinets finished with haspe paint

### MEDICAL EQUIPMENT:

### X-ray Machine 100MA:

• Generator: DSP controlled, High Frequency, 4 kW

- Input voltage: 230 V, 60 Hz
- KV range: 40 kV to 100 kV in steps of 1 kV
- mA range: 10 mA to 100 mA
- mAs range: 0.1 mAs to 250 mAs
- Exposure time: 10 msec to 5 sec
- Indicators and controls: Set kV and Set mAs, Exposure ready and Fault
- X-ray tube: Stationary anode type
- Focal spot: 1.8mm
- Trolley arm extension: 23° to 139° vertical
- Tube head vertical rotation: <290°
- Tube head horizontal rotation: 360°
- Collimator rotation: -90° to +90°
- Weight: Manufacturer's Standard

### **Digital Flat Panel Detector:**

- Detector Technology: Amorphous Silicon or better
- Scintillator: Csl
- Active area: 427 mm x 427 mm
- Pixel matrix: 3072 x 3072
- Pixel pitch: 139 μm
- Spatial resolution: 3.6 lp/mm
- AD conversion: 16 bit
- Trigger mode: AED/Software
- Full image time: 5 sec or better
- Preview image time: 3 sec or better
- Battery Operation: 5 hours or better
- Dimension: 460 x 460 x 15 mm or better
- Inclusion: Computer Set (compatible with the Machine and Software)
  - i5 or equivalent, 1TB HDD or SSD, 8GB RAM, Win 10 or better
  - 24" LED Monitor
  - Keyboard, Mouse and Power Console

Accessories: lead apron or any other radiation protective device

### Portable Ultrasound:

- Applications: Fetal/OB, Abdominal (GYN & Urology), Small organ, Cardiac, Peripheral Vascular, Musculo-skeletal, Conventional & Superficial, Transvaginal
- Grav Scale: 256 levels
- Scanning Depth: 240 mm Max
- Probe Frequency: 2.5 MHz 11 MHz
- Cine loop: 256 frames or better
- Zoom: 4 steps or better
- Software package (Measurement): general, OB, GYN, URO, cardiac, vascular, small parts
- Archieves Management: Patient information management, Patient images record, Patient exam report
- Full screen Documentation
- Power Supply: 230V, 60 Hz
- Connectivity: USB Port, VGA Port, Video Port, LAN Port
- Inclusions:
  - Main unit
  - Probes (Convex, Linear, Micro-convex, and Transvaginal)
  - Probe connector

### Hematology Analyzer:

- Impedance method for WBC, RBC and PLT counting Cyanide free reagent for hemoglobin test
- Paramaters: 21 total parameters, WBC, Lymph, Mid, Gran, Lymph%, Mid%, Gran%, RBC, HGB, HCT, MCV, MCH, MCHC, RDW-SD, PLT, MPV, PDW, PCT, P-LCR, P-LCC
- 3 histograms for WBC, RBC and PLT
- Sample Volume
  - Prediluted mode: ≤ 20 μL
  - Whole blood mode: ≤  $9 \mu L$
- Precision (CV %):
  - WBC (109/L):  $\leq 3.5\% (4.0-6.9)$ 
    - : ≤ 2.0% (7.0-15.0)
  - RBC (1012/L):  $\leq 1.5\%$  (3.50-6.5)
  - HGB (g/L):  $\leq 1.5\%$  (100-180)
  - MCV (fL):  $\leq 0.5\%$  (70.0-110.0)
  - PLT (109/L):  $\leq 5.0\% (100-149)$ 
    - : ≤ 4.0% (150-500)
- Throughput: 60 samples per hour
- Display: TFT Touch Screen or better
- Data Storage Capacity: Up to 400,000 results including numeric and graphical information
- Communication: LAN Port supports HL7 protocol, Supports bidirectional LIS
- Interface: 4 USB ports (external printer, software upgrade, barcode reader, external WIFI, keyboard and mouse)
- LAN port (1)
- Printout: Thermal recorder, 50 mm wide paper, various prinouts formats
- Power: 230 V, 60 Hz

### Microscope, Binocular:

- Body: Aluminum die-cast metal frame, protective plastic covering Optical System: Infinity optical system
- Illumination System: Built-in transmitted illumination system
  - LED Power: 0.5W
- Focusing:
  - Stage height movement
  - Coarse movement stroke: 15 mm
  - Coarse adjustment limit stopper
  - Torque adjustment for coarse adjustment knob
  - Fine focus knob (minimum adjustment gradations: 2.5 μm)
- $\bullet$  Revolving Nosepiece: Fixed quadruple no sepiece with inward tilt
- Stage:
  - Wire movement mechanical fixed stage
  - Specimen holder
  - Traveling range (X x Y): 76 mm x 30 mm
  - Specimen position scale
- Observation Tube:
  - Type: Binocular, anti-fungal
  - Eyepiece (anti-fungal): 10X Field Number (FN): 20
  - Tube inclination: 30°
- Interpupillary distance adjusting range: 48 75 mm
  - Eyepoint adjustment: 370.0 432.9 mm
- Condenser:
  - Abbe condenser NA 1.25 with oil immersion

- Built-in aperture iris diaphragm
- Objectives: Plan Achromat, anti-fungal
- Has 4X, 10X, 40X and 100X
- Power: 100 240 V, 50/60 Hz

### Clinical Centrifuge, 2 units (clinical and urinalysis)

- Material: Strong Plastic Case with Metal Lid
- Brushless motor
- LED Display speed and timer
- Alarm: overspeed and imbalance
- With mechanical door lock and safety switch
- Error code display
- Speed up and speed down adjustment
- Suitable for qualitative analysis of blood serum and plasma
- Max RPM: 4000 RPM or Higher
- Max RCF: at least 2300 x g
- Timer: 0 to 90 minutes
- Rotor Capacity: 12 by 20 ml/15 ml/10 ml/5 ml
- Power: 230V, 60 Hz
- Dimension: Manufacturer's Standard

### Semi-Auto Blood Chemistry Analyzer:

- ALT, AST, ALP, ACP, GGT, α-HBDH, LDH, CK, AMY.TG.TC, HDL-C, UA, UREA, Cr, Glu, TP, Alb, T-bil, D-Bil, TBA, NH4+, HCO3-, Ca, Mg, Cl, Na, K, apoAI, apoB, Lp (a), C3, C4, lgG, lgA, lgM, HbA1c, Alcohol, Amphetamines, Barbiturates, Benzodiazepine
- Analysis Method
  - Endpoint, with or without reagent blank
  - Endpoint, with sample blank and reagent blank
  - Kinetics, with or without reagent blank
  - Two-point Kinetics/Fixed-time, with or without reagent blank
  - Absorbance
  - Turbidimetry
  - Linear and non-linear calibration
- Wavelength Range:
  - Automatic by 8-position filter wheel
- Photometric Range: 0~3.5 ABS
- Flow cell:
  - Measuring volume: 32 μL
  - Optical path: 10 mm
- Must be touch screen with touch pen and popup keypad
- Storage
  - More than 3000 sample results
  - More than 1000 QC results
- With Built in printer
- Power supply: 230V, 60 Hz

### ECG Machine, 3-channel display

- At least 80 mm x 20 m paper size, roll type
- Leads: Standard 12 leads
- Automatic measurement & interpretation of standard ECG parameter
- Manual/Auto/Arrhythmia Analysis mode or equivalent
- Rhythm lead with histogram & trend graph for RR interval or equivalent
- With graphic LCD to display 3 channel ECG waveforms simultaneously, setting menu, and operating conditions of the unit

- $\bullet$  Dual operation, 230V, 60Hz & Li-ion battery supporting 2 hours of operation
- Accessories: limb clamps, conductive electrodes or suction caps, conductive gels, 5 rolls of ECG paper

### VII. OTHER EQUIPMENT AND ACCESSORIES

Note: The items below must be marked with a Non-removable DOH logo and the words "FOR MOBILE CLINIC USE ONLY" must be marked on the visible part of the equipment.

- Fire extinguisher (rating 2A 10BC) ten (10) pounds, with holder mounted on the vehicle floor.
- Garbage container with at least 3-liter capacity and made of fiberglass reinforced plastic or Acrylonitrile Butadiene Styrene (ABS) plastic material with lid cover. The container must be labeled appropriately and must be mounted on the floor.

## VIII. OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BID OPENING

- 1. Product brochure(s) or technical data sheet(s) in hard or soft copies showing the technical specifications of the following in the English language:
  - X-ray Machine 100 mA
  - Digital Flat Panel Detector
  - Portable Ultrasound
  - Hematology Analyzer
  - Microscope, Binocular
  - Clinical Centrifuge
  - Semi-auto Blood Chemistry Analyzer
  - ECG Machine, 3-channel
- 2. Valid certificate of Distributorship (as First Tier Distributor) issued by the foreign manufacturer or local distributor of the medical equipment and instruments authorizing the bidder to sell/distribute their products.
- 3. Notarized Certificate from the bidder:
- a. That the brands of the medical equipment and instruments have been in the local and/or international market for at least five (5) years.
- b. That medical equipment and instruments are brand new, unused, not discontinued models are not subjected to any product recall.
- 4. Bidder's valid and current License to Operate (LTO) as a medical device distributor issued by the Philippine Food and Drug Administration.
- 5. Notarized Certificate from the manufacturer or local dealer of the vehicle:
- a. That the manufacturer has been manufacturing vehicles with diesel engines for the past twenty-five (25) years.
- b. That the vehicle is brand new, unused, not a discontinued model and was not subjected to any product recall.
- 6. Proof/s (such as Sales Invoice) that the brand of the vehicle already has been sold in the country as a Mobile Clinic.

# VIII. REQUIREMENT/S IF DECLARED THE LOWEST/SINGLE CALCULATED BIDDER

1. Site inspection to the bidder's facility to verify/validate the capability and capacity of the bidder to fabricate the Mobile Clinic. The inspection shall be conducted by the Procuring Entity Technical Working Group.

#### IX. REQUIREMENTS IF AWARDED THE CONTRACT

- 1. The supplier shall provide orientation/training on the use and maintenance of the Mobile Clinic, medical equipment and instruments on a schedule to be agreed upon by Procuring Entity and the winning bidder.
- 2. The supplier shall submit/provide the following to the end-user:
- a. Operator's Manual in English language for the Mobile Clinic, medical equipment and instruments.
- b. Warranty Certificate for not less than three (3) years on parts and not less than five (5) on services for the Mobile Clinic. The manufacturer/dealer shall either repair or replace any item or part in the Mobile Clinic 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. The warranty certificate shall include the following:
- b1. That the warranty for the vehicle shall not be affected in case a change of dealer occurs.
- b2. That if the Mobile Clinic is unable to return to the service center during the warranty period, the manufacturer/dealer shall provide mechanics and/or technicians that can perform on-site service and maintenance, provided that the end user will shoulder the travel expenses,
- b1. Free preventive maintenance for the vehicle every 10,000 km up to 30,000 km as indicated in the vehicle odometer. The free preventive maintenance shall be comprised of free change oil with free new engine oil, and new oil filter, free service/labor for the change oil, brake-up and cleaning, and battery check-up."
- c. Warranty Certificate for two (2) years on parts and services for medical equipment, instruments and Mobile Clinic accessories. The supplier shall either repair or replace any item or part in the said 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. The warranty certificate shall include the following:
- c1. The bidder shall conduct the necessary corrective maintenance within fifteen (15) calendar days upon notification of equipment breakdown from the end user.
- c2. The bidder shall have the primary responsibility and accountability to ensure that in case of defects, the vehicle, equipment, instruments, and/or peripherals are appropriately repaired or replaced and shall in good working condition thereafter.
- d. At least three (3) years validity of vehicle Land Transportation Office (LTO) registration with red plate.
- e. Third Party Liability (TPL) vehicle insurance for one (1) year and comprehensive GSIS vehicle insurance for one (1) year.
- 3. Delivery
- a. The delivery of the Mobile Clinic must be completed within 120 calendar days upon receipt of Notice to Proceed.
- b. Upon delivery, each Mobile Clinic shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the units. All medical equipment, instruments, Mobile Clinic accessories, and peripherals must function and have no physical damage.
- 4. Payment shall be per delivery and acceptance for the Procuring Entity.

<b>Source of Fund</b> : SAA 2024-04-002035 (HFEP 2024) Short of Award	
Recipients:	
1 Unit - Senate of the Philippines	
1 Unit - Marikina City	
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# 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 "	4" Documents
<u>Legal D</u>	<u>ocuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	or Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and
(c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
	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)
(d)	and Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technic</u>	al Documents
(e)	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)	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; <b>and</b>
(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <a href="mailto:or">or</a>
	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, Brochures, if applicable; <a href="mailto:and-orange-name">and-orange-name</a>
(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)	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>Financia</u>	l 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>
[] (l)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
Class "B" Do	ocuments
(m)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  or
	duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
<u>Other do</u> ☐ (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.
	IAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s).

II.

