



Republic of the Philippines
Cebu Normal University
Osmeña Boulevard, Cebu City

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Equipment, Simulation Models and Related Medical Teaching Materials for the College of Medicine

**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.



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INVITATION TO BID FOR
Procurement of Equipment, Simulation Models and Related
Medical Teaching Materials for the College of Medicine

1. The *Cebu Normal University*, through the *General Appropriations Act of 2021* intends to apply the sum of Twenty-four Million Six Hundred Twenty-one Thousand Eight Hundred Pesos (**Php 24,621,800.00**) for the Procurement of Equipment, Simulation Models and Related Medical Teaching Materials for the College of Medicine; Lot 1 – One Lot Simulation Models (Total ABC-Php 14,900,000.00): No. 21-08-428, One Unit Student Auscultation Manikin - Php 1,800,000.00; No. 21-09-489, One Unit Emergency Care Patient Simulator - Php 4,000,000.00; No. 21-09-490, One Unit Pediatric Patient Simulator - Php 8,000,000.00; No. 21-09-511, One Unit Fabric/Shirt System for Auscultation - Php 1,100,000.00; Lot 2 – No. 21-09-486, One Unit Laboratory Bench Meter pH/Temperature - Php 55,000.00 and Two (2) Units Pocket-Size pH/Temperature Meter - Php 50,000.00; Lot 3 – No. 21-09-487, Two (2) Units Trinocular Biological Microscope with High Resolution Digital Camera – Php 500,000.00; Lot 4 – No. 21-09-488, Two (2) Units Laboratory Refrigerator with Freezer – Php 1,400,000.00; Lot 5 – No. 21-09-504, Five (5) Sets Kymograph – Php 1,500,000.00; Lot 6 – No. 21-09-510, Five (5) Units Clinical Centrifuge – Php 2,000,000.00; Lot 7 – One Lot ICT Equipment (Total ABC-Php 2,113,750.00) No. 21-09-512: Fifteen (15) Units Computer Desktop All in One – Php 944,850.00, Five (5) Units Projector LCD – Php 280,000.00, Ten (10) Units Computer Laptop – Php 888,900.00; Lot 8 – No. 21-09-513, Fifteen (15) Units TV Smart – Php 1,303,050.00; Lot 9 – No. 21-09-533, Ten (10) Units Water Bath, Hot, Duo – Php 800,000.00, being the Total ABC to payments under the contract for each lot. Bids received in excess of the ABC for each item in the lot shall be automatically rejected at bid opening.
2. The *Cebu Normal University* now invites bids for the following items of the above Procurement Project.

	Item No.	Quantity	Item Description	ABC (in Pesos)
Lot 1		1 Lot	Simulation Models	
	1	1 Unit	Student Auscultation Manikin	1,800,000.00

	2	1 Unit	Emergency Care Patient Simulator	4,000,000.00
	3	1 Unit	Pediatric Patient Simulator	8,000,000.00
	4	1 Unit	Fabric/Shirt System for Auscultation	1,100,000.00
Lot 2	1	1 Unit	Laboratory Bench Meter pH/Temperature	55,000.00
	2	2 Units	Pocket-Size pH/Temperature Meter	50,000.00
Lot 3		2 Units	Trinocular Biological Microscope with High Resolution Digital Camera	500,000.00
Lot 4		2 Units	Laboratory Refrigerator with Freezer	1,400,000.00
Lot 5		5 Sets	Kymograph	1,500,000.00
Lot 6		5 Units	Clinical Centrifuge	2,000,000.00
Lot 7		1 Lot	ICT Equipment	
	1	15 Units	Computer Desktop All in One	944,850.00
	2	5 Units	Projector LCD	280,000.00
	3	10 Units	Computer Laptop	888,900.00
Lot 8		15 Units	TV Smart	1,303,050.00
Lot 9		10 Units	Water Bath, Hot, Duo	800,000.00

Delivery of the Goods is required by *Sixty (60) Calendar Days*. Bidders should have completed, within *two (2) 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 No. 5183.

- Prospective Bidders may obtain further information from *Cebu Normal University* and inspect the Bidding Documents at the address given below during *office hours from 8:00 A.M. to 5:00 P.M.*
- A complete set of Bidding Documents may be acquired by interested Bidders on *October 20 to November 9, 2021* from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts: Lot 1 - Fifteen Thousand

Pesos (Php 15,000.00), Lot 2 – Five Hundred Pesos (Php 500.00), Lot 3 – One Thousand Pesos (Php 1,000.00), Lot 4 – Two Thousand Pesos (Php 2,000.00), Lot 5 – Two thousand Pesos (Php 2,000.00), Lot 6 – Two Thousand Pesos (Php 2,000.00), Lot 7 – Two Thousand Five Hundred Pesos (Php 2,500.00), Lot 8 – Two Thousand Pesos (Php 2,000.00) and Lot 9 – One Thousand Pesos (Php 1,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees if it will be presented in person, by facsimile, or through electronic means.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The *Cebu Normal University* will hold a Pre-Bid Conference¹ on *October 28, 2021 at 1:30 in the afternoon* through video conferencing via *Zoom Platform*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the BAC Office, Room 203 2nd Floor Administrative Building, Cebu Normal University, Osmeña Boulevard, Cebu City on or before *November 9, 2021 @ 1:00 P.M.* Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *November 9, 2021, 1:30 P.M.* at the *EMMA Center, Cebu Normal University, Osmeña Boulevard, Cebu City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Cebu Normal University* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Ann S. Ancajas
BAC Secretariat Office
Cebu Normal University
Osmeña Boulevard, Cebu City
6000 Philippines
ajsancajas95@yahoo.com
(+63 32) 254 1452 local 141 or 125*

12. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph
www.cnu.edu.ph

October 18, 2021

A handwritten signature in dark ink, consisting of several loops and a final upward stroke, positioned above the printed name.

Dr. RODIN M. PASPASAN
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, *Cebu Normal University* wishes to receive Bids for the Procurement of Equipment, Simulation Models and Related Medical Teaching Materials for the College of Medicine; Lot 1 – One Lot Simulation Models (Total ABC-Php 14,900,000.00): *No. 21-08-428, One Unit Student Auscultation Manikin - Php 1,800,000.00; No. 21-09-489, One Unit Emergency Care Patient Simulator - Php 4,000,000.00; No. 21-09-490, One Unit Pediatric Patient Simulator - Php 8,000,000.00; No. 21-09-511, One Unit Fabric/Shirt System for Auscultation - Php 1,100,000.00;* Lot 2 – *No. 21-09-486, One Unit Laboratory Bench Meter pH/Temperature - Php 55,000.00 and Two (2) Units Pocket-Size pH/Temperature Meter - Php 50,000.00;* Lot 3 – *No. 21-09-487, Two (2) Units Trinocular Biological Microscope with High Resolution Digital Camera – Php 500,000.00;* Lot 4 – *No. 21-09-488, Two (2) Units Laboratory Refrigerator with Freezer – Php 1,400,000.00;* Lot 5 – *No. 21-09-504, Five (5) Sets Kymograph – Php 1,500,000.00;* Lot 6 – *No. 21-09-510, Five (5) Units Clinical Centrifuge – Php 2,000,000.00;* Lot 7 – *One Lot ICT Equipment (Total ABC-Php 2,113,750.00) No. 21-09-512: Fifteen (15) Units Computer Desktop All in One – Php 944,850.00, Five (5) Units Projector LCD – Php 280,000.00, Ten (10) Units Computer Laptop – Php 888,900.00;* Lot 8 – *21-09-513, Fifteen (15) Units TV Smart – Php 1,303,050.00;* Lot 9 – *Ten (10) Units Water Bath, Hot, Duo – Php 800,000.00.*

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of *Nine (9) lots*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of *Twenty-four Million Six Hundred Twenty-one Thousand Eight Hundred Pesos (Php 24,621,800.00).*

2.2. The source of funding is:

a. NGA, the General Appropriations Act.

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.

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.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing 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 *Two (2) Years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

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

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration² 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 *March 8, 2022*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **Four (4) copies** 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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the

² 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.

address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 15 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 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for 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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:] 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**. *{[Include if Framework Agreement will be used:] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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 purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Supply/Delivery of Equipment, Simulation Models and Related Medical Teaching Materials.</i> b. completed within Three (3) Years prior to the deadline for the submission and receipt of bids.
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	Lot 1 – One Lot Simulation Models (Total ABC-Php 14,900,000.00): No. 21-08-428, One Unit Student Auscultation Manikin - Php 1,800,000.00; No. 21-09-489, One Unit Emergency Care Patient Simulator - Php 4,000,000.00; No. 21-09-490, One Unit Pediatric Patient Simulator - Php 8,000,000.00; No. 21-09-511, One Unit Fabric/Shirt System for Auscultation - Php 1,100,000.00; Lot 2 – No. 21-09-486, One Unit Laboratory Bench Meter pH/Temperature - Php 55,000.00 and Two (2) Units Pocket-Size pH/Temperature Meter - Php 50,000.00; Lot 3 – No. 21-09-487, Two (2) Units Trinocular Biological Microscope with High Resolution Digital Camera – Php 500,000.00; Lot 4 – No. 21-09-488, Two (2) Units Laboratory Refrigerator with Freezer – Php 1,400,000.00; Lot 5 – No. 21-09-504, Five (5) Sets Kymograph – Php 1,500,000.00; Lot 6 – No. 21-09-510, Five (5) Units Clinical Centrifuge – Php 2,000,000.00; Lot 7 – One Lot ICT Equipment (Total ABC-Php 2,113,750.00) No. 21-09-512: <i>Fifteen (15) Units Computer Desktop All in One – Php 944,850.00, Five (5) Units Projector LCD – Php 280,000.00, Ten (10) Units Computer Laptop – Php 888,900.00;</i> Lot 8 – 21-09-513, Fifteen (15) Units TV Smart – Php 1,303,050.00; Lot 9 – Ten (10) Units Water Bath, Hot, Duo – Php 800,000.00
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be</i>

	<i>required by existing laws and/or the Procuring Entity.]</i>
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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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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

	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: “Not Applicable.”
4	The inspections and tests that will be conducted are: <i>Functionality, Quality, Durability, Efficiency</i>

Section VI. Schedule of Requirements

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

[illegible]

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

		<i>the applicable laws and issuances.]</i>
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Item	Specification		Statement of Compliance
	Lot 1 – One Lot Simulation Models		
1	1 Unit	STUDENT AUSCULTATION MANIKIN	
		No. 21-08-428	
		ABC: P1,800,000.00	
		Description:	
		A new innovation in teaching and learning heart, breath, & bowel sounds.	
		Male manikin	
		Major Features:	
		Carotid Pulse for detection of systole	
		Provides visual display of phonocardiogram with hear sound	
		Provides at least two channel display with heart and breath sounds ; Any two sounds can be compared quickly and easily	
		Palpate a thrill for grade 4+ murmurs	
		Sounds with variable heart rate included	
		Comparison of sounds is quick and easy	
		Heart and lung sounds can be heard simultaneously or separately	
		Sounds at correct anatomical site	
		At least 27 heart sounds, at least 21 breath sounds	
		At least 20 bowel sounds, at least 4 carotid bruits	
		Heart sounds at least four anatomical locations	
		Breath sounds at least eight anatomical locations	
		Breath sounds can be played on one side only for illustration of Pneumothorax	
		Bowel sounds at least two anatomical locations	
		Portable at least 22 pounds	
		Warranty: One year Parts and Services	
2	1	Unit	EMERGENCY CARE PATIENT SIMULATOR
			No. 21-09-489

			ABC: P4,000,000.00	
			<i>Manikin: at least 64" H x 20.5" W x 10" D</i>	
			Approximate Weight 22.7 kg	
			Electrical: AC Input: AC 115-230VAC, 50/60Hz Internal Batteries: 15V 3.20 Ah Lithium ion, rechargeable	
			Runtime: Approximately 4 hours	
			<u>Key Features:</u>	
			A. Neuro	
			Tristate pupils	
			B. Articulation	
			Realistic articulation	
			Range of motion in hips, knees, ankles, shoulders	
			Cervical motion for practice of patient stabilization	
			C. Airway	
			Bag-valve-mask (BVM) ventilation	
			Orotracheal and nasotracheal intubation	
			Placement of various airway adjuncts	
			Endotracheal tube intubation	
			Retrograde and Fiberoptic intubation	
			Transtracheal jet ventilatio	
			Needle and surgical cricothyrotomy	
			Tracheostomy	
			Right main stem intubation with detection	
			Stomach distention with esophageal intubation	
			Laryngospasm (manual)	
			D. Breathing	
			Spontaneous breathing	
			Bilateral and unilateral chest rise and fall	
			Lung auscultation sites on anterior chest	
			Upper airway sounds: stridor and gurgling	
			Bilateral needle decompression	
			E. Cardiac	
			4-lead ECG monitoring with real equipment	
			12-lead dynamic ECG display	
			F. Circulation	
			Unilateral blood pressure measurement by auscultation and palpation	
			Bilateral carotid and femoral pulses	
			Unilateral radial and brachial pulses	

			Variable pulse strength	
			G. CPR	
			CPR compressions generate palpable pulse, blood pressure, waveform and ECG artifacts	
			Realistic chest compression depth and resistance	
			Software metrics detects hand placement, rate and depth of compressions, recoil, ventilations and ventilation: compression ratio	
			H. IM Medication Administration	
			Three intramuscular sites	
			I. Urinary	
			Urinary catheterization without fluids	
			Interchangeable genitalia	
			J. Vascular Access	
			Unilateral IV cannulation at antecubital and dorsum of hand	
			Blood draw with vacuum sealed blood collection system	
			Unilateral (humoral) IO access	
			K. Sounds	
			Auscultation of normal and abnormal heart, lung and bowel sounds	
			Prerecorded speech and vocal sounds	
			Bidirectional audio communication between manikin and operator	
			Warranty: One year Parts and Services	

3	1	Unit	PEDIATRIC PATIENT SIMULATOR	
			No. 21-09-490	
			ABC: P 8, 000, 000.00	
			<i>Technical Specifications:</i>	
			Manikin: at least 48 inches	
			Wireless & Tetherless pediatric simulator	
			Two Internal Batteries (Est Runtime of 5hrs)	
			Wireless facilitator control	
			Facilitator control software	
			Emulated patient monitor software	
			10 Pre-configured scenarios Included	
			<u>Key Features:</u>	
			A. Articulation	
			Stiff neck	

			Realistic joint articulation in neck, shoulders, elbows, hips and knees Forearm pronation and supination	
			B. Airway Anatomically accurate oral cavity and realistic airway	
			Nasotracheal/orotracheal intubation (ET tube)	
			Retrograde and fiberoptic intubation	
			Transtracheal jet ventilation	
			Head tilt, chin lift, jaw thrust	
			Supports esophageal intubation	
			LMA, iGel and King insertion	
			Oral and nasal pharyngeal airway insertion	
			Bag-valve-mask ventilation support	
			Surgical/needle cricothyrotomy	
			Tracheostomy	
			Swollen tongue	
			Pharyngeal swelling	
			Laryngospasms	
			Intubation depth detection and software event log	
			Bronchial occlusion	
			Variable lung compliance and resistance	
			C. Cardiac	
			Chest compressions compliant with AHA CPR requirements	
			Effective chest compressions generate palpable femoral pulses and electrocardiogram (ECG) activity	
			Supports ECG monitoring using real devices	
			CPR real-time quality feedback and reporting	
			Chest compression depth sensor	
			Defibrillate, cardiovert and pace using real devices and energy (Included)	
			Library of cardiac rhythms	
			Software-based 12-lead ECG	
			Non-invasive blood pressure (BP) with Korotkoff sounds	
			D. Circulation	
			Bilateral palpable pulses with event detection and logging	
			Bilateral carotid	
			Bilateral brachial	
			Bilateral radial	
			Bilateral femoral	
			Bilateral popliteal	
			Bilateral dorsalis pedis	
			Blood pressure dependent pulses	
			Variable pulse strength	
			Circumoral cyanosis	

			Peripheral capillary refill	
			Fingerstick blood glucose	
			E. Gastric and Urinary	
			Interchangeable female and male genitalia	
			Abdominal distention with esophageal intubation	
			Urinary catheterization with urine output	
			Orogastric/Nasogastric tube (no fluids)	
			Gastrostomy tube (with fluids)	
			Suppository administration	
			F. Neurology	
			Reactive Eyes with the following manifestations: jaundice, hemorrhage, bloodshot, keyhole, ptosis, droopy eyelids and cataract	
			Pain response via sternal rub	
			Seizures	
			G. Respiratory	
			Spontaneous breathing	
			Visible chest rise during bag-valve-mask ventilation	
			Automatic detection and logging of right main stem	
			Unilateral chest rise and lung sounds with right main stem	
			Variable inspiratory/expiratory ratios	
			Substernal retractions	
			Mechanical ventilation support	
			Supports asynchronous volume and pressure controlled ventilation	
			Supports PEEP (up to 20 cm H2O)	
			Ventilation measurement	
			Simulated Pulse Oximeter	
			Chest tube placement	
			Chest tube fluids with external bleeding module	
			Unilateral mid-clavicular needle decompression	
			Automatic detection, resolution and logging of mid-clavicular needle decompression	
			H. Sounds	
			Auscultation of normal and abnormal heart, lung and bowel sounds	
			60+ scripted male/female vocal expressions and sounds	
			Wireless voice capability	
			I. Vascular Access	
			Unilateral anterolateral thigh intramuscular and subcutaneous injection sites	
			Humeral IO (no fluids) and Tibial IO (with fluids)	
			Antecubital venipuncture site with flashback	
			Pre-ported jugular catheter and dorsum of left hand	
			J. Pharmacology	
			Pharmacology system models automatically calculate the pharmacokinetics and pharmacodynamics for 56 intravenous and inhaled medications	

			All patient responses to drugs are automatic, dose dependent and follow appropriate time course	
			Warranty: One year Parts and Services	

4	1	Unit	FABRIC/SHIRT SYSTEM FOR AUSCULTATION	
			No. 21-09-511	
			ABC: ₱1,100,000.00	
			Specifications:	
			Sytem contains a radio frequency identification (RFID) sensor tags woven into the fabric of the garment.	
			With stethoscope system	
			With tablet and software	
			Shirt is reusable and washable	
			Shirt size: Large	
			No standardized patient training required	
			With physiological sounds available in the scope software	
			Warranty: One year Parts and Services	

			Lot 2 – pH/TEMPERATURE METER	
			No. 21-09-486	
			Total ABC: ₱105, 000.00	
1	1	Unit	Laboratory Bench Meter pH/Temperature	
			ABC: ₱55,000.00	
			Specifications:	
			Automatic Temperature Compensation (ATC) for good accuracy under fluctuating temperatures	
			Easy to read large custom LCD Monitor	
			Easy and Quick Push-button Calibration	
			7 memorized buffers (pH 1.68, 4.01, 6.86, 7.01, 9.18, 10.01 and 12.45) for calibration	
			Messages on the LCD to make the calibration easy and accurate	
			User-selectable “calibration time out” to remind when a new calibration is necessary	
			Stability Indicator prompts whenever reading stabilizes	
			pH Range: -2.00 to 16.00 pH	
			Temp range: -20.0 to 120.0°C	
			pH Resolution: 0.01 pH	
			Temp Resolution: 0.1°C	

			pH Accuracy: ± 0.01 pH	
			Temp Accuracy: $\pm 0.4^{\circ}\text{C}$	
			pH Typical EMC Deviation: ± 0.02 pH	
			Temp Typical EMC Deviation: $\pm 0.4^{\circ}\text{C}$	
			pH Automatic Calibration: 1 or 2 point-calibration, with 7 memorized buffers	
			Offset Calibration: ± 1 pH	
			Slope Calibration: from 80% to 108%	
			Temperature Compensation: automatic, from -20.0 to 120.0°C	
			Environment: 0 to 50°C	
			Input Impedance: at least 1012 Ohm	
			Power supply: $220 \pm 10\%$ V, 60Hz	
			With stainless steel temperature probe	
			With refillable combination pH probe	
2	2	Units	Pocket-size pH / Temperature Meter	
			ABC: P 50,000.00	
			Specifications:	
			Hand held type	
			With waterproof pH tester with dual-level LCD monitor	
			Must have a stability indicator and hold function that freezes the display for easy and accurate recording	
			With a temperature probe for faster and more precise temperature measurement	
			Easy electrode and battery replacement	
			pH Range: -2.00 to 16.00 pH	
			Temp Range: -5.0 to 60.0°C	
			pH Resolution: at least 0.01 pH	
			Temp Resolution: at least 0.1°C	
			pH Accuracy: ± 0.05 pH	
			Temp Accuracy: $\pm 0.5^{\circ}\text{C}$	
			pH Typical electromagnetic-compatibility Deviation: ± 0.02 pH	
			Temp Typical EMC Deviation: $\pm 0.3^{\circ}\text{C}$	

			Lot 3 - TRINOCULAR BIOLOGICAL MICROSCOPE WITH HIGH RESOLUTION DIGITAL CAMERA	
			No. 21-09-487	
			Total ABC: P500,000.00	
	2	Units	TRINOCULAR BIOLOGICAL MICROSCOPE WITH HIGH RESOLUTION DIGITAL CAMERA	

			Features:	
			With complete functions and outfit of binocular microscope	
			Eyepoint height and interpupillary distance can be adjusted to fit for observation	
			Suited for desktop and laboratory worktable	
			Technical Specifications:	
			Viewing Head: Trinocular Head, Inclined at 30°, 360° Rotatable, Interpupillary Distance 55-75mm	
			Eyepiece: Wide focus at least 10 times	
			Objective: Achromatic Objective 4 times, 10 times, 40 times, 100 times oil immersion	
			Nosepiece : Backward Quadruple Nosepiece	
			Stage : Double Layer Mechanical Stage at least 132×142mm/ 75×40mm	
			Focusing : Coaxial Coarse & Fine Adjustment, Moving Range at least 24mm, Fine Division at least 0.004mm, Fine Stroke at least 0.4mm per rotation, coarse stroke at least 37.7 per rotation	
			Condenser: Iris Diaphragm & Filter	
			Illumination : LED at least 3 Watts with adjustable brightness	
			Immersion Oil : 5ml immersion oil	
			HDMI 1080P High Resolution Digital Camera (5.0MP, 15fps)	
			Features:	
			Use mouse to control the Camera	
			Record image and video to SD card	
			High frame rate of 15fps.	
			Set Exposure Time Capability	
			3D Noise Reduction	
			1080P Video Recording	
			Get more details with ROI Magnification Function	
			Image Comparison Function	
			Browse Captured Images	
			PC software	
			Technical Specifications:	
			Image Sensor: CMOS	
			Sensor Size: at least 1/2.5"	

			Pixel Size: at least 2.2um × 2.2um	
			Video Resolution: at least 1920 × 1080	
			Capture Resolution: at least 2592 × 1944	
			Frame Rate: at least 1920 × 1080 15fps via USB2.0 ; at least 1920 × 1080 15fps via HDMI	
			Data Record: SD Card (at least 4G)	
			Scan Mode: Progressive	
			Electronic Shutter: Electronic Rolling Shutter	
			A/D conversion: at least 8 bit	
			Color Depth: at least 24bit	
			Dynamic Range: at least 60dB	
			S/N ratio: 40.5dB	
			Exposure time: 0.001 sec ~ 10.0 sec	
			Exposure: Automatic & Manual	
			White balance: Automatic	
			Settings: Gain, Gamma, Saturation, Contrast	
			Built- in software: Cloud 1.0 version	
			PC software: TCapture	
			Output model 1: USB2.0	
			Output model 2: HDMI	
			System Compatible: Windows XP/Vista/Win 7/Win 8/Win 10(32 and 64-bit), MAC OSX	
			Optical port: C- Mount	
			Power Supply: DC 12V /2A	
			Warranty: One year Parts and Services	

			Lot 4 - LABORATORY REFRIGERATOR WITH FREEZER	
			No. 21-09-488	
			Total ABC: <i>P1,400,000.00</i>	
	2	Units	LABORATORY REFRIGERATOR WITH FREEZER	
			<i>Key Features:</i>	
			Triple pane glass door	
			Automatic Defrost	
			Internal LED Lighting	
			Touchpad key controller with LCD	
			Antimicrobial Powder coating	

			Chlorofluorocarbon Free Refrigerant	
			Capacity Refrigerator: up to 170 L	
			Capacity Freezer: up to 160 L	
			Material: Electrogalvanized steel exterior walls and stainless steel interior walls	
			<i>Shelf and Drawer:</i>	
			Shelves: Atoxic, plastic-coated steel with anti-tilt clip support	
			Drawers: Painted steel with beehive structure type, adjustable polypropylene dividers and ergonomic aluminum handle	
			<i>Cooling System:</i>	
			Forced-air design	
			Rapid cool down and fast recovery	
			Temperature Range Refrigerator: +2°C to +15°C	
			Temperature Range Freezer: -10°C to -24°C	
			Temperature Uniformity Range: ±3°C	
			Control Panel and Electrical:	
			Standard controller with 0.1°C resolution and password protected	
			Temperature display and signals critical conditions	
			Alarms on open door, high/low temperature and clogged condenser filter	
			Dry contact to connect to remote alarms	
			Electrical Requirements:	
			Power rating: 220± 10% V , 60Hz	
			Nominal power consumption: maximum 8kw for a 24-hour period	
			Ergonomics: caster wheels for easy relocation	
			Door lock security: key lock	
			Warranty: One year Parts and Services	

			Lot 5 - KYMOGRAPH	
			No. 21-09-504	
			Total ABC: ₱ 1,500,000.00	
	5	Sets	KYMOGRAPH	
			Description:	
			With revolving drum	
			With kymograph paper on which the stylus moves up and	

			down displaying the effects of the drugs on contractile tissues.	
			Muscle or tissue movements are recorded on paper	
			fixed on moving drum using recording lever.	
			Specifications:	
			Microprocessor controlled unit	
			At least 16x2 LCD Display	
			Digital Speed Selection	
			Highly accurate speeds 0.12,0.25,0.50,0.75,1.00,1.25,2.50 mm/sec	
			Digital Timer and time multiplier with Audio and Visual Alarm	
			Easy height adjustment of drum	
			Auto concentration response curve (CRC) mode and Normal mode	
			Sturdy, corrosion resistant body	
			Battery backup	
			Drum Dimensions: Height at least 170mm	
			Diameter at least 150 mm	
			Height of Rod: at least 340 mm	
			Inclusions: Control panel, rod, drum, knob for fixing drum, L key,	
			main cord, and fuse	
			Power Requirements: 220 ± 10% V, 60Hz	
			Warranty: One year Parts and Services	

			Lot 6 - CLINICAL CENTRIFUGE	
			No. 21-09-510	
			Total ABC: P2,000,000.00	
	5	Units	CLINICAL CENTRIFUGE	
			Specifications:	
			Rust proof steel bowl, swing or fixed bucket	
			Capacity: at least 24 glass tubes with a size of 16mm x 100mm	
			Alloy and steel main frame with composite panels	
			With industrial grade inverter	
			With brushless motor	
			Multi-point locking system detector with auto reset	
			Lid lock detector	
			With over speed sensor	
			With barrier ring	

			With motor overheat sensor	
			Easy "eye" volume loading	
			Unable to run with an open lid	
			Safe detection of speed, adjustable from revolutions per minute (RPM) to Relative Centrifugal Force (RCF) or vice versa with maximum relative centrifugal force at least 4000 times gravity (x g) and maximum speed of at least 4000 revolutions per minute	
			With metal protection of chamber	
			With motor protection	
			AVR Servo Motor type appropriate for the machine	
			UPS with at least 30 minutes standby power	
			Power supply: 220-240V / 60Hz	

			Lot 7 – One Lot ICT Equipment	
			No. 21-09-512	
			Total ABC: P 2,113,750.00	
	15	Units	Computer Desktop All in One	
			ABC: P 944,850.00	
			Processor: Intel Core i7 9th Gen	
			Memory: 8GB	
			Hard Drive: 1TB	
			Graphics: AMD530 2GB	
			Optical Disk Drive	
			Screen Size: at least 23.8" Display (Touch)	
			MS Windows 10 Home	
	5	Units	Projector LCD	
			ABC: P 280,000.00	
			Output: 3,200 Lumens,	
			Colour lightOutput: 3,200 lumens	
			with Free Presenter	
			with projector screen tripod	
	10	Units	Computer Laptop	
			ABC: P 888,900.00	
			Processor: Intel Core i7	
			Memory: 16GB	
			Storage: 512GB SSD M.2	
			Graphics: MX150 GDDR5 2GB	
			Screen Size: at least 14" FHD	
			OS: Windows 10 Preloaded	

			Warranty: 2-2-0	
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			Lot 8 – TV SMART	
			No. 21-09-513	
			Total ABC: ₱1,303,050.00	
	15	Units	TV SMART	
			At least 60" 4K UHD Smart LED TV w/ webOS 2.0	
			ULTRA HD (3840x2160)	
			Refresh Rate TruMotion 240Hz LED Plus	
			Tru-4K Engine, Tru-4K Upscaler, Triple XD Engine	
			Tru-Color Generator, Tru-Black Control	
			Ultra Luminance (not on 70" & 79")	
			Just Scan (1:1 Pixel Matching)	
			Real Cinema 24p, 4K UHD File Playback	
			(HEVC, VP9) SMART TV webOS webOS2.0	
			Processor Quad Magic Remote 2015 (Included)	
			Natural Voice Recognition	
			Universal Control Capability	
			Web Browser	
			SMART SHARE Screen Share	
			Content Share, AUDIO Speaker System 2 Channel	
			(79" : 2.1 Channel) Output Power 20W (79" : 35W)	
			Sound System ULTRA Surround Mono/Stereo/Dual (MTS/SAP)	
			Dolby Digital Decoder, DTS Decoder, Clear Voice II	
			Wireless Sound Sync	
			CONNECTIVITY Wi-Fi® Built In	
			Wifi Direct TBDUSB -Video DivX HD -Photo JPEG, JPS, MPOAudioAC3	
			(Dolby Digital), EAC3, HE-AAC, AAC, MP2, MP3, PCM, DTS, RA	

			Lot 9 – WATER BATH	
			No. 21-09-533	
			Total ABC: ₱800,000.00	
	10	units	WATER BATH, HOT, DUO	
			Two independently controlled unstirred waterbaths in	
			one space-saving unit.	
			Capacity in each tank: can hold at least 8 liters	
			Minimal cross transfer of heat between chambers	

			Individual on/off and temperature controls	
			Powder coated exterior and chemical resistant	
			With over set point temperature alarm	
			Temperature Range: Ambient 5°C to 99°C	
			Voltage: 220± 10% V, 60Hz	
			Packed weight: not more than 12 kg	
			Digital LED display	
			With indication of heating, over temperature alarm,	
			timer and setting set points.	
			With stainless Steel Gable Lid	
			Warranty: One year Parts and Services	

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting

Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

