PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

PROCUREMENT OF VARIOUS CENTRAL SUPPLY AND STERILIZATION DEPARTMENT (CSSD) SUPPLIES-A

IB No. UMC 24-26

ABC: PhP 1,765,800.00

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.

WEST VISAYAS STATE UNIVERSITY MEDICAL CENTER



E. Lopez St., Jaro, Iloilo City

"PhilHealth Accredited Health Care Provider"





INVITATION TO BID FOR PROCUREMENT OF VARIOUS CENTRAL SUPPLY AND STERILIZATION DEPARTMENT (CSSD) SUPPLIES-A IB No. UMC 24-26

- 1. The West Visayas State University Medical Center, through the General Fund 2024 intends to apply the sum of *One Million Seven Hundred Sixty Five Thousand Eight Hundred Pesos* Only (PhP 1,765,800.00) being the ABC to payments under the contract for the Procurement of Various Central Supply and Sterilization Department (CSSD) Supplies-A. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The West Visayas State University Medical Center now invites bids for the above Procurement Project. Delivery of the Goods is required by Fifteen (15) Calendar Days. Bidders should have completed, within 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).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from West Visayas State University Medical Center, BAC Secretariat Office, 2nd Floor Dormitory Building and inspect the Bidding Documents at the address given below during 8:00 A.M. - 5:00 P.M.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on May 31, 2024 - June 24, 2024 from the given address and website(s) 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 PhP 5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
 - Prospective bidders who are interested to participate in specific items only will be allowed to acquire a complete set of bidding documents upon payment of the applicable fee for the bidding Documents for those particular items only, pursuant to the latest Guidelines issued by the GPPB.
 - To facilitate fast and easy computation of the applicable fee for the items to be participated in, a form will be provided.
- 6. The West Visayas State University Medical Center will hold a Pre-Bid Conference on June 10, 2024 1:30 P.M. through video conferencing or webcasting via zoom (for registration of interested bidders, please send your request to this address: wvsumcproc5@gmail.com) which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before <u>June 24, 2024 9:30 A.M.</u> 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.

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

- 9. Bid opening shall be on <u>June 24, 2024 9:30 A.M.</u> at the given <u>address below</u> or through <u>electronic submission using a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through video conferencing or webcasting via zoom.</u>
- 10. Bidders who submit their bids online should like submit a two-factor security procedure consisting of an archive format compression and password protection with separate password for technical and financial component envelope and disclose the password for accessing their respective bid submission only during the actual bid opening.
- 11. The <u>West Visayas State University Medical Center</u> reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

JULIUS L. JUANITO
West Visayas State University Medical Center
BAC Secretariat Office, 2nd Floor Dormitory Building
WVSU Medical Center
Jaro, Iloilo City
(033) 320-2431 local 224/153

13. You may visit the following websites:

For downloading of Bidding Documents: <u>wvsu.edu.ph</u> For online submission: <u>mc-bacproc@wvsu.edu.ph</u>

May 31, 2024

Catronico CESAR O. TRONCO, R.N.

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, <u>West Visayas State University Medical Center</u> wishes to receive Bids for the <u>Procurement of Various Central Supply and Sterilization Department</u> (CSSD) Supplies-A, with identification number <u>IB No. UMC 24-26.</u>

The Procurement Project (referred to herein as "Project") is composed of <u>Procurement</u> of Various Central Supply and Sterilization Department (CSSD) Supplies-A, 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 <u>General Fund</u> <u>2024</u> in the amount of <u>One Million Seven Hundred Sixty Five Thousand Eight Hundred Pesos Only (PhP 1,765,800.00).</u>
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations, General Fund 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 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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- b. 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.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *Not applicable*
- 7.3. *Not applicable*
- 7.4. Subcontracting of any portion of the Project does not relieve the Contractor 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 Contractor'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/webcasting via <u>zoom</u> (for registration of interested <u>bidders</u>, <u>please send your request to this address: wvsumcproc5@gmail.com</u>) 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 **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.

12. Bid Prices

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

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 <u>October 22, 2024</u>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 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.

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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.

19.4. The Project shall be awarded as follows:

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. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

ITB										
Clause										
5.3	For the	is purpose, contracts similar to the Project shall be:								
	a.									
	b.	Completed within 2 <i>years</i> prior to the deadline for the submission	and r	eceint of	bids.					
7.1	N/A	<u>=</u>		<u>F</u>						
12		price of the Goods shall be quoted DDP in Philippines or the	e ann	licable l	International					
	Comm	Commercial Terms (INCOTERMS) for this Project. The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms								
14.1	and an	nounts:								
	a. The amount of not less than <u>PhP 35,316.00</u> [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or									
	b.	The amount of not less than <u>PhP 88,290.00</u> [Indicate the amoun (5%) of ABC] if bid security is in Surety Bond.	t equiv	valent to	five percent					
19.3	IB No.	24-26 Procurement of Various Central Supply and Sterilization Department	artmer	nt (CSSD)	Supplies-A					
	Item	Description	Qty.	Unit	Total ABC					
	No.			PIECE						
	2	Foley Catheter Needleless Fr. 8, sterile Foley Catheter Needleless Fr. 14, sterile	200 800	PIECE	8,000.00 32,000.00					
	3	Foley Catheter Needleless Fr. 14, sterile	1500	PIECE	60,000.00					
	4	Foley catheter Needleless Fr. 18, sterile	200	PIECE	8,000.00					
	5	Nasogastric Tube with Tip cover Fr. 5, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded	200	PIECE	10,000.00					
	5	Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	FIEGE	10,000.00					
	6	Nasogastric Tube with Tip cover Fr. 8, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	PIECE	10,000.00					
	7	Nasogastric Tube with Tip cover Fr. 10, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE	5,000.00					
	8	Nasogastric Tube with Tip cover Fr. 12, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE	5,000.00					
	9	Nasogastric Tube with Tip cover Fr. 14, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	500	PIECE	25,000.00					
	10	Nasogastric Tube with Tip cover Fr. 16, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	1000	PIECE	50,000.00					
	11	Epidural Set G. 18 3" 1/2 length INCLUDES: Epidural needle (Tuohy bevel, 1 cm length marking, Diameter 1.30 x 80 mm, 18 G); Epidural catheter (Standard, Soft-Tip, or ONE catheter, Length 1000 mm, Threading assist guide); Catheter connector; Epidural-flat filter 0.2 μm); (Filling volume 0.45 ml; Pressure resistant up to 7 bar; PinPad (Filter fixation device of 0.2 μm filters and self-Self-adhesive patch). STERILE with Certification from NRFIT / ISO 80369:2016 / ISO 20698:2018	200	PIECE	280,000.00					
	12	IV Connecting Tube, 120cm - 250cm; transparent, sterile, leur-lock system (Male and Female Adaptor)	300	PIECE	60,000.00					
	13	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 2.0	8	PIECE	46,400.00					
	14	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 3.0	12	PIECE	69,600.00					

tem No.	Description	Qty.	Unit	Total ABC	
15	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 4.0	12	PIECE	69,600.00	
16	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 5.0	4	PIECE	23,200.0	
17	Wound Dressing medicated tulle gras 10cm x 10cm, made of cotton leno-weave fabric, impregnated with Soft Paraffin BP, containing 0.5% w/w Chlorhexidine Acetate BP.	500	PIECE	75,000.0	
18	Rolled Gauze Unsterile (24cm x 28 yards mesh)	100	Rolls	100,000.0	
19	Trocar, Disposable and sterile, 5mm bladed for laparoscopic use	6	PIECE	33,000.0	
20	Trocar, Disposable and sterile, 12mm Blunt / Rounded Tip for laparoscopic use	10	PIECE	55,000.0	
21	Suction Cath. Fr. 14 x 61 cm made from medical grade pvc material	400	PIECE	12,000.0	
22	Suction Cath. Fr. 16 x 61 cm made from medical grade pvc material	800	PIECE	24,000.0	
23	Suction Toothbrush w/ Universal Connecting tube	250	PIECE	87,500.0	
24	Tracheal mask with Adaptor and oxygen connector	100	PIECE	50,000.0	
25	Povidone Iodine (7.5% Solution) Skin Cleanser	25	GALLON	35,000.0	
26	Povidone Iodine (10% solution) Antiseptic	60	GALLON	84,000.0	
27	Chlorhexidine Digluconate 4% skin cleanser	20	GALLON	76,000.0	
28	Scalp Vein G.18 or 19, winged type with a minimum tube length of 12 inches (sterile)	1000	PIECE	15,000.0	
29	Scalp Vein G. 20 or 21, winged type with a minimum tube length of 12 inch (sterile)	1000	PIECE	15,000.0	
30	Disposable Surgical Catheter Mount Extension Tube with Double Swivel Elbow Connector Disposable Breathing Circuit (superset or its equivalent) STERILE The tube includes port with cap that allows insertion of suction catheters or bronchoscopes, and extends from 4 cm (1.57") to 13 cm (5.11") to reduce dead space for each application. This tube with connector also holds its shape, which allows for better positioning and helps maintain placement. The overall design is very lightweight, reducing torque and circuit weight,		PIECE	85,000.0	
31	and it comes supplied clean and individually packaged. Scratch Pad (Individually Packed and Sterile) Radiopaque foam pad which allows imaging verification in the event of lost pad. Adhesive back for convenient placement during surgical procedures. Provides effective cleaning properties, does not cause damage to the tips of electrosurgical pencils. Non-abrasive material; Provides high efficiency and durability; General Size: 5cm X 5cm		SET	27,000.0	
32	Suction Tubing with Frazier tip sterile	200	PIECE	77,000.0	
33	Sticker Labeler for plasma sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun	6	ROLL	51,000.0	
34	Sticker Labeler for hydrogen peroxide sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun.	3	ROLL	25,500.0	
35	Sticker Labeler for steam sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 2 units Labeler Gun				
36	Chemical Indicator tape for steam sterilizer size 25mm x 60m	15	ROLL	9,000.0	
	TOTAL ABC			1,765,800.0	

20.2 No additional Requirements.

21.2 No additional contract documents

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

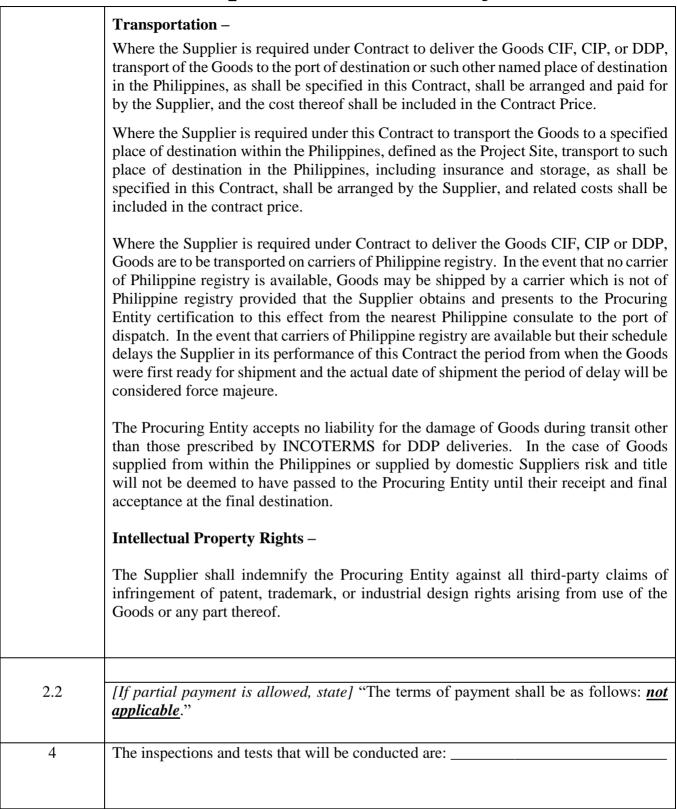
Section V. Special Conditions of Contract

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, "The delivery terms applicable to the Contract are DDP delivered <u>West Visayas State University Medical Center, E. Lopez St., Jaro, Iloilo City</u> . In accordance with INCOTERMS."
	For Goods supplied from within the Philippines, "The delivery terms applicable to this Contract are delivered West Visayas State University Medical Center, E. Lopes St., Jaro, Iloilo City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	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 <u>Mr. Julius L. Juanito – Supervising Administrative Officer (Procurement & Supply Management Office).</u>
	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.
	 a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	 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
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	f. Specify additional incidental service requirements, as needed. None
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Section V. Special Conditions of Contract

GCC Clause Spare Parts -The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: 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: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements: and following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in Section VI (Schedule of **Requirements**) and the costs thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period. Spare parts or components shall be supplied as promptly as possible, but in any case, within _____ months of placing the order. Packaging -The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Section V. Special Conditions of Contract



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.

IB No. UMC 24-26 Procurement of Various Central Supply and Sterilization Department (CSSD)Supplies-A

Item	Description		antity	Total	on Department (CSSD)Supplies-A Delivered, Weeks/Months
No.	Foley Catheter Needleless Fr. 8, sterile	200	PIECE	200	
2	Foley Catheter Needleless Fr. 14, sterile	800	PIECE	800 PIECE	
3	Foley Catheter Needleless Fr. 16, sterile	1500	PIECE	1500 PIECE	
4	Foley catheter Needleless Fr. 18, sterile	200	PIECE	200 PIECE	
5	Nasogastric Tube with Tip cover Fr. 5, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	PIECE	200 PIECE	
6	Nasogastric Tube with Tip cover Fr. 8, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	PIECE	200 PIECE	
7	Nasogastric Tube with Tip cover Fr. 10, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE	100 PIECE	
8	Nasogastric Tube with Tip cover Fr. 12, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE	100 PIECE	
9	Nasogastric Tube with Tip cover Fr. 14, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	500	PIECE	500 PIECE	
10	Nasogastric Tube with Tip cover Fr. 16, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	1000	PIECE	1000 PIECE	
11	Epidural Set G. 18 3" 1/2 length INCLUDES: Epidural needle (Tuohy bevel, 1 cm length marking, Diameter 1.30 x 80 mm, 18 G); Epidural catheter (Standard, Soft-Tip, or ONE catheter, Length 1000 mm, Threading assist guide); Catheter connector; Epidural-flat filter 0.2 μm); (Filling volume 0.45 ml; Pressure resistant up to 7 bar; PinPad (Filter fixation device of 0.2 μm filters and self-Self-adhesive patch). STERILE with Certification from NRFIT / ISO 80369:2016 / ISO 20698:2018	200	PIECE	200 PIECE	
12	IV Connecting Tube, 120cm - 250cm; transparent, sterile, leurlock system (Male and Female Adaptor)	300	PIECE	300 PIECE	
13	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 2.0	8	PIECE	8 PIECE	
14	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 3.0	12	PIECE	12 PIECE	
15	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 4.0	12	PIECE	12 PIECE	
16	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 5.0	4	PIECE	4 PIECE	
17	Wound Dressing medicated tulle gras 10cm x 10cm, made of cotton leno-weave fabric, impregnated with Soft Paraffin BP, containing 0.5% w/w Chlorhexidine Acetate BP.	500	PIECE	500 PIECE	

Item No.	Description	Qu	antity	Total	Delivered, Weeks/Months
18	Rolled Gauze Unsterile (24cm x 28 yards mesh)	100	Rolls	100 Rolls	
19	Trocar, Disposable and sterile, 5mm bladed for laparoscopic use	6	PIECE	6 PIECE	
20	Trocar, Disposable and sterile, 12mm Blunt / Rounded Tip for laparoscopic use	10	PIECE	10 PIECE	
21	Suction Cath. Fr. 14 x 61 cm made from medical grade pvc material	400	PIECE	400 PIECE	
22	Suction Cath. Fr. 16 x 61 cm made from medical grade pvc material	800	PIECE	800 PIECE	
23	Suction Toothbrush w/ Universal Connecting tube	250	PIECE	250 PIECE	
24	Tracheal mask with Adaptor and oxygen connector	100	PIECE	250 PIECE	
25	Povidone Iodine (7.5% Solution) Skin Cleanser	25	GALLON	25 GALLON	
26	Povidone Iodine (10% solution) Antiseptic	60	GALLON	60 GALLON	
27	Chlorhexidine Digluconate 4% skin cleanser	20	GALLON	20 GALLON	
28	Scalp Vein G.18 or 19, winged type with a minimum tube length of 12 inches (sterile)	1000	PIECE	1000 PIECE	
29	Scalp Vein G. 20 or 21, winged type with a minimum tube length of 12 inch (sterile)	1000	PIECE	1000 PIECE	
30	Disposable Surgical Catheter Mount Extension Tube with Double Swivel Elbow Connector Disposable Breathing Circuit (superset or its equivalent) STERILE The tube includes port with cap that allows insertion of suction catheters or bronchoscopes, and extends from 4 cm (1.57") to 13 cm (5.11") to reduce dead space for each application. This tube with connector also holds its shape, which allows for better positioning and helps maintain placement. The overall design is very lightweight, reducing torque and circuit weight, and it comes supplied clean and individually packaged.	500	PIECE	500 PIECE	
31	Scratch Pad (Individually Packed and Sterile) Radiopaque foam pad which allows imaging verification in the event of lost pad. Adhesive back for convenient placement during surgical procedures. Provides effective cleaning properties, does not cause damage to the tips of electrosurgical pencils. Non-abrasive material; Provides high efficiency and durability; General Size: 5cm X 5cm	300	SET	300 SET	
32	Suction Tubing with Frazier tip sterile	200	PIECE	200 PIECE	
33	Sticker Labeler for plasma sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun	6	ROLL	6 ROLL	
34	Sticker Labeler for hydrogen peroxide sterilizer with Free 3- Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun.	3	ROLL	3 ROLL	
35	Sticker Labeler for steam sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 2 units Labeler Gun	8	ROLL	8 ROLL	
36	Chemical Indicator tape for steam sterilizer size 25mm x 60m	15	ROLL	15 ROLL	

Name of Bidder:_	
Submitted by:	(Printed Name and Signature)
Designation:	
Date:	

Section VII. Technical Specifications IB No. UMC 24-26 Procurement of Various Central Supply and Sterilization Department (CSSD) Supplies-A

Item No.	Specification	Statement of Compliance [Bidders must state here either "Comply" or "Not Comply" against each of a individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" "Not Comply" must be supported by evidence in a Bidders Bid and crown referenced to that evidence. Evidence shall be in the form of manufacturer's amended sales literature, unconditional statements of specification a compliance issued by the manufacturer, samples, independent test data etc., appropriate. A statement that is not supported by evidence or is subsequent found to be contradicted by the evidence presented will render the Bid undevaluation liable for rejection. A statement either in the Bidder's statement compliance or the supporting evidence that is found to be false either during the evaluation, post-qualification or the execution of the Contract may be regard as fraudulent and render the Bidder or supplier liable for prosecution subject the applicable laws and issuances.]				
	Procurement of Various Central Supply and Sterilization (CSSD) Supplies-A	Qty	Unit	Brand	Statement of Compliance	
1	Foley Catheter Needleless Fr. 8, sterile	200	PIECE			
2	Foley Catheter Needleless Fr. 14, sterile	800	PIECE			
3	Foley Catheter Needleless Fr. 16, sterile	1500	PIECE			
4	Foley catheter Needleless Fr. 18, sterile	200	PIECE			
5	Nasogastric Tube with Tip cover Fr. 5, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	PIECE			
6	Nasogastric Tube with Tip cover Fr. 8, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	200	PIECE			
7	Nasogastric Tube with Tip cover Fr. 10, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE			
8	Nasogastric Tube with Tip cover Fr. 12, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	100	PIECE			
9	Nasogastric Tube with Tip cover Fr. 14, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	500	PIECE			
10	Nasogastric Tube with Tip cover Fr. 16, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection	1000	PIECE			
11	Epidural Set G. 18 3" 1/2 length INCLUDES: Epidural needle (Tuohy bevel, 1 cm length marking, Diameter 1.30 x 80 mm, 18 G); Epidural catheter (Standard, Soft-Tip, or ONE catheter, Length 1000 mm, Threading assist guide); Catheter connector; Epidural-flat filter 0.2 μ m); (Filling volume 0.45 ml; Pressure resistant up to 7 bar; PinPad (Filter fixation device of 0.2 μ m filters and self-Self-adhesive patch). STERILE $\underline{\text{with Certification from NRFIT / ISO } 80369:2016 / ISO 20698:2018}$	200	PIECE			
12	IV Connecting Tube, 120cm - 250cm; transparent, sterile, leur-lock system (Male and Female Adaptor)	300	PIECE			
13	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 2.0	8	PIECE			
14	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 3.0	12	PIECE			
15	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 4.0	12	PIECE			

Section VII. Technical Specifications IB No. UMC 24-26 Procurement of Various Central Supply and Sterilization Department (CSSD) Supplies-A Specification Statement of Compliance

No.	Specification	the in. perfor "Not of referent un-am compli approf found evalua compli Bid ev regard	dividual para mance param Comply" mus need to that e ended sales iance issued b oriate. A state to be contrad tion liable for iance or the s valuation, pos led as fraudul	Statement of Compliance either "Comply" or "No ameters of each Specification eter of the equipment offered. It is supported by evidence in vidence. Evidence shall be in literature, unconditional stater with the manufacturer, samples, in the manufacturer, samples by the manufacturer, samples by the manufacturer presented by the evidence presented by the evidence presented rejection. A statement either trapporting evidence that is found the supporting evidence in the supporting evidence	t Comply" against each of stating the corresponding Statements of "Comply" or a Bidders Bid and crossthe form of manufacturer's ments of specification and dependent test data etc., as evidence or is subsequently I will render the Bid under in the Bidder's statement of ad to be false either during on of the Contract may be oplier liable for prosecution
	Procurement of Various Central Supply and Sterilization (CSSD) Supplies-A	Qty	Unit	Brand	Statement of Compliance
16	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 5.0	4	PIECE		
17	Wound Dressing medicated tulle gras 10cm x 10cm, made of cotton leno-weave fabric, impregnated with Soft Paraffin BP, containing 0.5% w/w Chlorhexidine Acetate BP.	500	PIECE		
18	Rolled Gauze Unsterile (24cm x 28 yards mesh)	100	Rolls		
19	Trocar, Disposable and sterile, 5mm bladed for laparoscopic use	6	PIECE		
20	Trocar, Disposable and sterile, 12mm Blunt / Rounded Tip for laparoscopic use	10	PIECE		
21	Suction Cath. Fr. 14 x 61 cm made from medical grade pvc material	400	PIECE		
22	Suction Cath. Fr. 16 x 61 cm made from medical grade pvc material	800	PIECE		
23	Suction Toothbrush w/ Universal Connecting tube	250	PIECE		
24	Tracheal mask with Adaptor and oxygen connector	100	PIECE		
25	Povidone Iodine (7.5% Solution) Skin Cleanser	25	GALLON		
26	Povidone Iodine (10% solution) Antiseptic	60	GALLON		
27	Chlorhexidine Digluconate 4% skin cleanser	20	GALLON		
28	Scalp Vein G.18 or 19, winged type with a minimum tube length of 12 inches (sterile)	1000	PIECE		
29	Scalp Vein G. 20 or 21, winged type with a minimum tube length of 12 inch (sterile)	1000	PIECE		
30	Disposable Surgical Catheter Mount Extension Tube with Double Swivel Elbow Connector Disposable Breathing Circuit (superset or its equivalent) STERILE The tube includes port with cap that allows insertion of suction catheters or bronchoscopes, and extends from 4 cm (1.57") to 13 cm (5.11") to reduce dead space for each application. This tube with connector also holds its shape, which allows for better positioning and helps maintain placement. The overall design is very lightweight, reducing torque and circuit weight, and it comes supplied clean and individually packaged.	500	PIECE		
31	Scratch Pad (Individually Packed and Sterile) Radiopaque foam pad which allows imaging verification in the event of lost pad. Adhesive back for convenient placement during surgical procedures. Provides effective cleaning properties, does not cause damage to the tips of electrosurgical pencils. Non-abrasive material; Provides high efficiency and durability; General Size: 5cm X 5cm	300	SET		
32	Suction Tubing with Frazier tip sterile	200	PIECE		
33	Sticker Labeler for plasma sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun	6	ROLL		

Section VII. Technical Specifications IB No. UMC 24-26 Procurement of Various Central Supply and Sterilization Department (CSSD) Supplies-A

Item No.	Specification	Statement of Compliance [Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" or "Statements" of "Comply" or "Statements"						
		"Not Comply" must be supported by evidence in a Bidders Bid and creferenced to that evidence. Evidence shall be in the form of manufacturer's amended sales literature, unconditional statements of specification compliance issued by the manufacturer, samples, independent test data etc. appropriate. A statement that is not supported by evidence or is subseque found to be contradicted by the evidence presented will render the Bid unevaluation liable for rejection. A statement either in the Bidder's statement compliance or the supporting evidence that is found to be false either during evaluation, post-qualification or the execution of the Contract may be regar as fraudulent and render the Bidder or supplier liable for prosecution subject the applicable laws and issuances.]						
	Procurement of Various Central Supply and Sterilization (CSSD) Supplies-A	Qty	Unit	Brand	Statement of Compliance			
34	Sticker Labeler for hydrogen peroxide sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun.		ROLL					
35	Sticker Labeler for steam sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 2 units Labeler Gun	8	ROLL					
36	Chemical Indicator tape for steam sterilizer size 25mm x 60m	15	ROLL					
	TERMS:							
	1.) Items delivered should indicate the expiry above than December of 2026.							
	2.) Provide a written certification or Guarantee Letter upon acceptance to delivery: once expiry of items is below the required 2-year validity period as indicated above. (If items delivered failed to meet the aforementioned requirement supplier so must provide a guarantee letter indicating if not consumed within (3) three months prior to its expiration date, will be pulled out and be replaced with new stocks at no cost to the Medical Center). 3.) Must provide ISO or any International Accreditation Certification for verification of items once stipulated on the							
	item requested. 4.) Provide a copy of readable Brochure indicating product							
	specification of the items and country of origin.5.) Delivery of items should be done within a 15 DAY period upon receipt of notice to proceed delivery in full quantities.							
	Additional Terms for Item No. 33, 34, & 35							
	6.) Free Unit must be quarterly maintained and calibrated at no cost for the Medical Center for the duration of 1 year from delivery providing service report data sheet and thru email.							
	7.) Supplier must provide free training work shop of re-orientation for unit handling, operational service and future upgrades to hospital staff members yearly at No Cost to the Medical Center.							
	8.) Supplier must provide a printable and soft copy of work instructions on proper handling, maintenance, and operation flow and storage.							
	Name of Bidder:							
	Submitted by:(Printed Name and Signature)							
	Designation:							
	Date:							

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) *in accordance* with Section 8.5.2 of the IRR;

Technical Documents

- (b) 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**
- (c) 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**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

(g) 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

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

<u>or</u>

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

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

- (i) [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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

Project Identification No. :	Date :
rioject identification No	Date
To: [name and address of Procuring Entity]	
Numbers [insert numbers], the receipt of which is he [supply/deliver/perform] [description of the Goods] in amount in words and figures] or the total calculated bid and other bid modifications in accordance with the Price total bid price includes the cost of all taxes, such as, but	ments (PBDs) including the Supplemental or Bid Bulleting ereby duly acknowledged, we, the undersigned, offer to conformity with the said PBDs for the sum of [total Bid price, as evaluated and corrected for computational errors. Schedules attached herewith and made part of this Bid. The anot limited to: [specify the applicable taxes, e.g. (i) value by) other fiscal levies and duties], which are itemized herein
If our Bid is accepted, we undertake:	
a. to deliver the goods in accordance w Requirements of the Philippine Bidding	with the delivery schedule specified in the Schedule of Documents (PBDs);
b. to provide a performance security in the	form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period speci time before the expiration of that period.	fied in the PBDs and it shall remain binding upon us at any
[Insert this paragraph if Foreign-Assisted Project Commissions or gratuities, if any, paid or to be execution if we are awarded the contract, are listed below	e paid by us to agents relating to this Bid, and to contract
Name and address Amount and Purpose of Of agent Currency Commission or gratuity	_
(if none, state "None")]	
Until a formal Contract is prepared and executed your Notice of Award, shall be binding upon us.	, this Bid, together with your written acceptance thereof and
We understand that you are not bound to accept	the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligi	ibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on be [state the written authority].	behalf of [name of the bidder] as evidenced by the attached
We acknowledge that failure to sign each and every Prices, shall be a ground for the rejection of our bid.	page of this Bid Form, including the attached Schedule of
Name:	
Legal capacity:	
Signature:	

Date: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

N	Name of Bidder					Project ID No. Page 1 of 1		
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit Price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit Price Delivered Duty Paid (DDP)	Total Price Delivered DDP (col 4 x 8)
	TOTAL BID							
	Name:							
	Legal Capacity:							
Signature:								
	Duly authorized to sign the Bid for and behalf of:							

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _

Project ID No. UMC 24-26 Page 1 of 3

1	2	3	4	5	6	7	8	9	10
Item	Description PROCUREMENT OF VARIOUS CENTRAL SUPPL AND STRILIZATION DEPARTMENT (CSSD) SUPPLIES-A	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Foley Catheter Needleless Fr. 8, sterile		200 PIECE						
2	Foley Catheter Needleless Fr. 14, sterile		800 PIECE						
3	Foley Catheter Needleless Fr. 16, sterile		1500 PIECE						
4	Foley catheter Needleless Fr. 18, sterile		200 PIECE						
5	Nasogastric Tube with Tip cover Fr. 5, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		200 PIECE						
6	Nasogastric Tube with Tip cover Fr. 8, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		200 PIECE						
7	Nasogastric Tube with Tip cover Fr. 10, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		100 PIECE						
8	Nasogastric Tube with Tip cover Fr. 12, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		100 PIECE						
9	Nasogastric Tube with Tip cover Fr.14, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		500 PIECE						
10	Nasogastric Tube with Tip cover Fr.16, minimum length is 100cm sterile and made from Nontoxic P.V.C. Grade material, Soft Rounded Tip, for atraumatic introduction. Large Lateral Eyes, permits effective drainage, Cap on the funnel for protection		1000 PIECE						
11	Epidural Set G. 18 3" 1/2 length INCLUDES: Epidural needle (Tuohy bevel, 1 cm length marking, Diameter 1.30 x 80 mm, 18 G); Epidural catheter (Standard, Soft-Tip, or ONE catheter, Length 1000 mm, Threading assist guide); Catheter connector; Epidural-flat filter 0.2 μm); (Filling volume 0.45 ml; Pressure resistant up to 7 bar; PinPad (Filter fixation device of 0.2 μm filters and self-Self-adhesive patch). STERILE with Certification from NRFIT/ ISO 80369:2016 /ISO 20698:2018		200 PIECE						
12	IV Connecting Tube, 120cm - 250cm; transparent, sterile, leur-lock system (Male and Female Adaptor)		300 PIECE						

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____

Project ID No. UMC 24-26 Page 2 of 3

1	2	3	4	5	6	7	8	9	10
Ite m	Description PROCUREMENT OF VARIOUS CENTRAL SUPPL AND STRILIZATION DEPARTMENT (CSSD) SUPPLIES-A	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
13	create a non-inflatable, anatomical seal of the pharyngeal. Size 2.0		8 PIECE						
14	create a non-inflatable, anatomical seal of the pharyngeal. Size 3.0		12 PIECE						
15	create a non-inflatable, anatomical seal of the pharyngeal. Size 4.0		12 PIECE						
16	Laryngeal Mass Airway / Supraglotic Airway Rigid - Made from a medical grade thermoplastic elastomer, designed to create a non-inflatable, anatomical seal of the pharyngeal. Size 5.0		4 PIECE						
17	Wound Dressing medicated tulle gras 10cm x 10cm, made of cotton leno-weave fabric, impregnated with Soft Paraffin BP, containing 0.5% w/w Chlorhexidine Acetate BP.		500 PIECE						
18	Rolled Gauze Unsterile (24cm x 28 yards mesh)		100 Rolls						
19	Trocar, Disposable and sterile, 5mm bladed for laparoscopic use		6 PIECE						
20	Trocar, Disposable and sterile, 12mm Blunt / Rounded Tip for laparoscopic use		10 PIECE						
21	Suction Cath. Fr. 14 x 61 cm made from medical grade pvc material		400 PIECE						
22	Suction Cath. Fr. 16 x 61 cm made from medical grade pvc material		800 PIECE						
23	Suction Toothbrush w/ Universal Connecting tube		250 PIECE						
24	Tracheal mask with Adaptor and oxygen connector		250 PIECE						
25	Povidone lodine (7.5% Solution) Skin Cleanser		25 GALLON						
26	Povidone Iodine(10% solution) Antiseptic		60 GALLON						
27	Chlorhexidine Digluconate 4% skin cleanser		20 GALLON						
28	Scalp Vein G.18 or 19, winged type with a minimum tube length of 12inches (sterile)		1000 PIECE						
29	Scalp Vein G. 20 or 21, winged type with a minimum tube length of 12inch (sterile)		1000 PIECE						
30	Disposable Surgical Catheter Mount Extension Tube with Double Swivel Elbow Connector Disposable Breathing Circuit (superset or its equivalent) STERILE The tube includes port with cap that allows insertion of suction catheters or bronchoscopes, and extends from 4 cm (1.57") to 13 cm (5.11") to reduce dead space for each application. This tube with connector also holds its shape, which allows for better positioning and helps maintain placement. The overall design is very lightweight, reducing torque and circuit weight, and it comes supplied clean and individually packaged.		500 PIECE						

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. UMC 24-26 Page 3 of 3

1	2	3	4	5	6	7	8	9	10
Ite m	Description PROCUREMENT OF VARIOUS CENTRAL SUPPL AND STRILIZATION DEPARTMENT (CSSD) SUPPLIES-A	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
31	Scratch Pad (Individually Packed and Sterile) Radiopaque foam pad which allows imaging verification in the event of lost pad. Adhesive back for convenient placement during surgical procedures. Provides effective cleaning properties, does not cause damage to the tips of electrosurgical pencils. Non-abrasive material; Provides high efficiency and durability; General Size: 5cm X 5cm		300 SET						
32	Suction Tubing with Frazier tip sterile		200 PIECE						
33	Sticker Labeler for plasma sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun		6 ROLL						
34	Sticker Labeler for hydrogen peroxide sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 1 unit Labeler Gun.		3 ROLL						
35	Sticker Labeler for steam sterilizer with Free 3-Line Labeler having 3 print lines with 12 alphanumeric characters each, enabling easy and clear traceability of packages to be sterilized. With free 2 units Labeler Gun		8 ROLL						
36	Chemical Indicator tape for steam sterilizer size 25mm x 60m		15 ROLL						
	TOTAL BID								

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)	
KLI ODLIC OI TILLITIILIITINLS)	
CITY OF) S.S.

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

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PH	ILIPPINES)	
CITY OF) S.S.	

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

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]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of ____ 20___ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

Acknowledgment

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

