

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
GOODS**

**One (1) Lot Brand New  
OR Lights**

Bid No: 2021-07-04-033 (ABC NO. 2021-038)

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

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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**



Republic of the Philippines  
DEPARTMENT OF HEALTH  
Regional Office No. XI  
**SOUTHERN PHILIPPINES MEDICAL CENTER**  
J.P. Laurel Avenue, Davao City



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**INVITATION TO BID**  
for  
**ONE (1) LOT BRAND NEW OR LIGHTS**  
Bid No: 2021-07-04-033

The *Southern Philippines Medical Center*, through the *Specific Budget of NGAs / Funds for the Calendar Year 2021* intends to apply the sum **Four Million Eight Hundred Ten Thousand Pesos (Php 4,810,000.00)** being the ABC to payments under the contract for the **One (1) Lot Brand New OR Lights**.

1. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Southern Philippines Medical Center* now invites bids for the above Procurement Project. Delivery of the Goods is required by *November 30, 2021 or 90 Calendar Days from receipt of the Notice to Proceed*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA 9184.

4. Prospective Bidders may obtain further information from *Southern Philippines Medical Center* and inspect the Bidding Documents at the address given below during *8:00 A.M. to 5:00 P.M., Monday to Friday, except holidays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 5, 2021** from the given address, SPMC website (<http://sPMC.doh.gov.ph>), PhilGEPS website ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and *send through email 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 *if paid personally or through electronic means*.
6. The *Southern Philippines Medical Center* will hold a Pre-Bid Conference on **July 13, 2021, 9:00 o'clock in the morning** through video conferencing or webcasting via Webex Platform (<https://www.webex.com>), which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through *online or electronic submission* on or before **July 26, 2021, 8:00 A.M. to 12:00 NN**. 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 **July 27, 2021, 9:00 o'clock in the morning** through *video conferencing or webcasting via Webex Platform (<https://www.webex.com>)*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Southern Philippines Medical Center* 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:

ROMEO PANDAPATAN  
Supervising Administrative Officer / Head BAC Secretariat  
Southern Philippines Medical Center  
Second Floor, Beside ICU and Medical Ward Building  
SPMC Compound, Bajada, Davao City  
Email Address: [bac.spmc@gmail.com](mailto:bac.spmc@gmail.com)  
Telephone No. (082) 287-7730/227-2731 loc. 5071  
Fax No. (082) 221-7029 / 282-0316  
Website: <http://spmcdoh.gov.ph>.

12. You may visit the following websites:

For downloading of Bidding Documents:  
SPMC website (<http://spmcdoh.gov.ph>)  
PhilGEPS website ([www.philgeps.gov.ph](http://www.philgeps.gov.ph))

For online bid submission, submit to SPMC Email Address: [bac2.spmc@gmail.com](mailto:bac2.spmc@gmail.com)

Date of Issue: **July 5, 2021**

  
ATTY. DANILO A. CULLO  
Chairman, Bids and Awards Committee



# **Section II.**

## **Instructions to Bidders**

## 1. Scope of Bid

The Procuring Entity, *Southern Philippines Medical Center* wishes to receive Bids for the **ONE (1) LOT BRAND NEW OR LIGHTS** with identification number *2021-07-04-033 (ABC NO. 2021-038)*.

The Procurement Project (referred to herein as “Project”) is composed of **ONE (1) LOT BRAND NEW OR LIGHTS** 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 *Specific Budget of NGAs / Funds for the Calendar Year 2021* in the amount of **Four Million Eight Hundred Ten Thousand Pesos (Php 4,810,000.00)**.

2.2. The source of funding is:

*NGA, the General Appropriations Act or Special Appropriations*

## 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 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:
- 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: **Subcontracting is not allowed.**

## 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 as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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)**.

### 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.

- a. Payment of the contract price shall be made in: **Philippine Pesos**.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *November 24, 2021 or One Hundred Twenty (120) calendar days from the date of the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit **one (1) 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 may be. 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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 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**



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Similar Contract shall refer to <b>Supply, Delivery and Installation of any Medical Equipment.</b></i></li> <li>b. Completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>Southern Philippines Medical Center, J, P, Laurel Avenue, Davao City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <u>96,200.00</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>240,500.00</u> if bid security is in Surety Bond.</li> </ul>
19.3	<p>Project: <b>BRAND NEW OR LIGHTS</b>            Group title, items, and the quantity: <b>One (1) Lot</b>            The ABC: <b>Four Million Eight Hundred Ten Thousand Pesos (Php 4,810,000.00)</b></p>
20.2	<i>Not applicable.</i>
21.2	<i>Not applicable.</i>

# **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 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**

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

## 6. **Liability of the Supplier**

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

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

# **Section V.**

# **Special Conditions of Contract**

## Special Conditions of Contract

GCC Clause	
1	<p><i>List of additional technical requirements for the completion of this Contract:</i></p> <p><i>If not available during the opening and preliminary examination of bids, the bidder when declared as the Lowest Calculated Bid (LCB) shall submit the document within a <u>non-extendible period of Five (5) calendar days</u> from receipt of the notification.</i></p> <ol style="list-style-type: none"> <li>1.) Notarized Certificate of Exclusive or Authorized Distributorship in the Philippines issued by the Principal or Manufacturer of the equipment to be supplied. <i>If the certificate is issued from abroad, the signature of its notary public must be authenticated by the Philippine Consulate Office in that country (Apostille). In lieu of the original copy of the document, a photocopy certified as true copy by a practicing lawyer in the Philippines shall be submitted.</i></li> <li>2.) Certificate that the machine has passed or conforms International Standard such as ISO or its equivalent for equipment only.</li> <li>3.) Original brochures from manufacturer of the equipment being offered. Computer printed brochures are acceptable. The brochures must correspond and comply with the model and specifications of the equipment being offered.</li> <li>4.) Notarized certificate of the availability of spare parts and accessories for the next ten (10) years.</li> <li>5.) Training Certificate of the Technical Personnel / Service Engineer of the bidder or principal who were trained for the equipment being offered and will conduct the installations, preventive and corrective maintenance of the said equipment. The certification must be issued by the principal or manufacturer of the equipment being offered and it must contain name of person concerned, date when training was conducted and the description or title of training.</li> <li>6.) Notarized Certificate that the bidder shall provide at least TWO (2) YEARS WARRANTY on the equipment, parts and service being offered.</li> <li>7.) Commitment under oath (Notarized) Certification from the manufacturer or principal that any changes of their Philippine exclusive representative will not in any way affect the two (2) years warranty of the equipment. <i>If the certificate is issued from abroad, the signature of its notary public must be authenticated by the Philippine Consulate Office in that country (Apostille). In lieu of the original copy of the document, a photocopy certified as true copy by a practicing lawyer in the Philippines shall be submitted.</i></li> </ol>

8.) Certification that the equipment being offered must be brand new, unused, not a discontinued model, of the latest version or model, no record of violations such as electrical or mechanical malfunction since the time of its production, and was not listed in the product recall.

**Delivery and Documents –**

For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

*[For Goods supplied from abroad, state:]* “The delivery terms applicable to the Contract are DDP delivered *Southern Philippines Medical Center, J.P. Laurel Avenue, Davao City*. In accordance with INCOTERMS.”

*[For Goods supplied from within the Philippines, state:]* “The delivery terms applicable to this Contract are delivered *Southern Philippines Medical Center, J.P. Laurel Avenue, Davao 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 *DR. BENEDICT EDWARD P. VALDEZ, Chairman of Emergency Department* and *MS. CATALINA BERSABAL, Head of Material Management Service, Southern Philippines Medical Center, J.P. Laurel Avenue, Davao City*.

**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;
- 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

- 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. acceptance testing where cost and other expenses shall be shouldered by the supplier.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost 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 *six (6) years or more*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *one (1) month* of placing the order.



	<p><b>Packaging –</b></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><b>Transportation –</b></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 Supplier's 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><b>Intellectual Property Rights –</b></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>Not applicable,</i>
4	The inspections and tests that will be conducted are: <i>Physical inspection and performance.</i>

# **Section VI.**

## **Schedule of Requirements**

# *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	<b>BRAND NEW OR LIGHTS</b>	<b>1 Lot</b>	<b>1 Lot</b>	Not exceeding <b>Ninety (90)</b> calendar days from receipt of Notice to Proceed.

# **Section VII.**

# **Technical Specifications**

## Technical Specifications

Item	Specification	Statement of Compliance
<p><b>SUPPLY, DELIVERY AND INSTALLATION OF ONE (1) LOT BRAND NEW OR LIGHTS</b></p>	<p><b>I. TWO (2) UNITS MAJOR OR LIGHT</b></p> <ol style="list-style-type: none"> <li>1. Dual Head combination</li> <li>2. Ceiling type</li> <li>3. Major operating room light, single color</li> <li>4. Merging of light fields, light intensity control</li> <li>5. Comfortable display of key pad on Major lighting head               <ul style="list-style-type: none"> <li>-on/off, depth, laser pointer, intensity, endo</li> </ul> </li> <li>6. Back light key pad display on each head</li> <li>7. Depth and merging light field should be operated at the sterilizable handle</li> <li>8. 360° continuous rotation around all major joints</li> <li>9. Sealed head #1               <ol style="list-style-type: none"> <li>a. Light intensity: at least 140,000 lux</li> <li>b. Colour rendering index Ra at 4500 Kelvin: at least 95</li> <li>c. Colour rendering index R9 at 4500 Kelvin: <math>\geq 90</math></li> <li>d. Focusable lightfield size: 17-28 cm on Major lighting head</li> <li>e. Colour temperature: 4500 K or better</li> <li>f. Increase in temperature near head: less than 0.5°C</li> <li>g. Number of LEDs: at least 28 on Major lighting head</li> </ol> </li> </ol>	<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 the applicable laws and issuances.]</i></p>

	<ul style="list-style-type: none"> <li>h. Each LED bulb is on individual LED module</li> <li>i. Power cable connected to LED module to prevent light bulb failure</li> <li>j. Life span: at least 50,000 hrs</li> </ul> <p>10. Sealed head #2</p> <ul style="list-style-type: none"> <li>a. Light intensity: at least 160,000 lux</li> <li>b. Colour rendering index Ra at 4500 Kelvin: at least 95</li> <li>c. Colour rendering index R9 at 4500 Kelvin: <math>\geq 90</math></li> <li>d. Focusable lightfield size: 20-32 cm on Major lighting head</li> <li>e. Colour temperature: 4500 K or better</li> <li>f. Increase in temperature near head: less than 0.5°C</li> <li>g. Number of LEDs: at least 40 on Major lighting head</li> <li>h. Life span: at least 50,000 hrs</li> </ul> <p>11. Working distance: 60-150 cm</p> <p>12. Light intensity control (standard): 5%-100%</p> <p>13. Illumination in depth: at least 150cm</p> <p>14. Laser pointer on Major head</p> <p>15. HD camera holder located on the center circle of head</p> <p>16. Power Requirement 220 VAC, 60 hz</p> <p>17. Adjustable brakes on the horizontal arm</p> <p>18. Standard accessories</p> <ul style="list-style-type: none"> <li>a. Four (4) pcs Sterilized handle</li> <li>b. Ceiling anchorage ring with screws</li> </ul>	
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- c. Spring arm
- d. Uninterruptible Power Supply: at least 150% of the power capacity of the equipment

**II. ONE (1) UNIT MINOR OR LIGHT**

- 1. Single Head
- 2. Ceiling type
- 3. Major Operating room light, single color
- 4. Merging of light fields, light intensity control,
- 5. Comfortable display of key-pad on Major lighting head
- 6. Back light key pad display
- 7. Depth and merging light field should be operated at the sterilizable handle
- 8. 360° continuous rotation around all major joints
- 9. Light intensity: at least 140,000 lux
- 10. Colour rendering index Ra at 4500 Kelvin: at least 95
- 11. Colour rendering index R9 at 4500 Kelvin:  $\geq 90$
- 12. Focusable lightfield size: 17-28 cm on lighting head
- 13. Colour temperature: 4500 K or better
- 14. Increase in temperature near head: less than 0.5°C
- 15. Number of LEDs: at least 28 on lighting head
- 16. Life span of LEDs: at least 50,000 hrs
- 17. Working distance: 60-150cm
- 18. Light intensity control (standard): 5% - 100%



19. Illumination depth: at least 150cm
20. Laminar Flow- index Leenemann (for clarification): at least 26
21. Laminar Flow- index Oostlander (for Clarification): at least 28
22. Power Requirement 220 VAC, 60 hz
23. Adjustable brakes at the horizontal arm
24. Light head weight: not more than 12.5 kg
25. Laser pointer
26. Standard accessories
  - a. Two (2) pcs Sterilized handle
  - b. Spring arm
  - c. Ceiling anchorage ring with screws
  - d. One (1) unit Uninterruptible power supply: at least 150% of the power capacity of the equipment

**Other terms & conditions of acceptability:**

1. The equipment must be BRAND-NEW and under warranty including spare parts for at least 2 years. Supplier must bind itself to conduct preventive maintenance on a quarterly basis at its own expense (including labor and cost of spare parts).
2. All machines must be manufactured by a known and reputable company compliant with ISO or its equivalent for equipment only.
3. The equipment / machine must be able to comply with its installation and operation qualification which would be conducted in the presence of SPMC Biomedical Technician, End-user and the Company Engineer.
4. In line with the ISO standard requirement, the supplier's engineer or technical personnel

must be capable of conducting annual calibration and the issuance of certificate for the said calibration based on the following data:

- a. Reference standards
- b. National Institute of Standards and Technology traceability
- c. Reference values
- d. Validity period
- e. Uncertainty of measurement

5. Supplier must comply with the following conditions:

- a. Must be the exclusive or authorized distributor of the principal company of the equipment and the necessary consumables in the Philippines.
- b. Submit Certificate of Training of the Company Engineer / Technical Personnel and Product Specialist issued by the Principal or Manufacturer.
- c. Provide company response within 24 – 48 hours in case of technical problems or equipment breakdown.
- d. In case of machine downtime, the supplier is given three (3) days for remedial action (repair and or replacement of spare parts). On the 4th day, if the unit is not operational, a back-up machine shall be provided within the warranty period. The supplier will be given 14 days to comply in providing back up machine. A penalty will be imposed after the 14<sup>th</sup> day amounting to the average daily income of the machine. This is to cover for the income loss.

6. The Supplier must submit the following:

- a. Three (3) copies of the Operating and Service Manuals in English during the delivery of the equipment.
- b. Notarized Certificate of availability of spare parts for the next ten (10) years.

	<p>7. The principal in coordination with the supplier must provide a comprehensive certification training program preferably onsite for the end-users and biomedical technician without additional cost to the procuring entity. Supplier must submit a <b>comprehensive training module</b> as part of the technical specification which covers product orientation, hands-on training and troubleshooting. The said training must be conducted by a certified product specialist. The module should indicate the following:</p> <ul style="list-style-type: none"> <li>- The objectives of the training</li> <li>- The methods or activities that shall be done during the training</li> <li>- The training outline that indicates the concepts and/or skills to be discussed/taught.</li> <li>- The target participants of the training</li> <li>- The activity schedule indicating the no. of days or hours</li> </ul> <p>8. The Southern Philippines Medical Center has the right to terminate the contract for any violation in the terms and conditions stated in the technical specification and other reasons as stated in the General Conditions of the Contract (GCC).</p>	
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# **Section VIII.**

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

# 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

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) 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**
- (k) 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***

- (l) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished **Financial Bid Form; and**
- (n) Original of duly signed and accomplished **Price Schedule(s)**

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

