

**PHILIPPINE BIDDING
DOCUMENTS**

**Procurement
of GOODS**

Government of the Republic of the
Philippines

CITY GOVERNMENT OF NAGA

**Name of Project/Contract: Supply and Delivery of Medical
Supplies (Lots 1 to 3-for use of OLLI)**

Project/Contract Reference Number: 2023-037

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and

solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF MEDICAL SUPPLIES (Lots 1 to 3- for use of Our Lady of Lourdes Infirmary)

- 1) The City Government of Naga, through the Medical, Dental and Laboratory Supplies Account of Our Lady of Lourdes Infirmary, intends to apply the sum of: Five Hundred Forty Thousand Eight Hundred Eighty (P 540,880.00) Pesos – for Lot 1; One Hundred Eighty Seven Thousand Two Hundred Eighty Two & 50/100 (P 187,282.50) Pesos – for Lot 2; and, One Hundred Fifty Two Thousand Five Hundred Eight (P 152,508.00) Pesos – for Lot 3 , being the ABC to payments under the contract for Supply and Delivery of Medical Supplies (Lots 1 to 3) for use of Our Lady of Lourdes Infirmary, Project/Contract Reference Number: 2023-037. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Qty.	Unit	Items (Lot 1)	Approved Budget for the Contract (ABC) - 1 lot	Cost of bid Documents
1	20	boxes	Alcohol 70% Swab	540,880.00	1,000.00
2	25	gallons	Isopropyl Alcohol 70% Sanitizing Solution		
3	5	pieces	Aldasan 2,000		
4	20	gallons	Povidone Iodine Antiseptic solution 10%		
5	10	units	Bp Apparatus Heavy Duty (Pedia)		
6	20	gallons	Cidex		
7	20	rolls	Cotton roll (400grams)		
8	20	gallons	Antibacterial Hand Liquid Soap		
9	250	boxes	Disposable face mask		
10	100	boxes	Disposable Gloves non-sterile (large) 100/box		
11	100	boxes	Disposable Gloves non-sterile (medium) 100/box		
12	25	boxes	Disposable Syringe 10cc with needle g-21		
13	25	boxes	Disposable Syringe 3cc with needle g-23		
14	25	boxes	Disposable Syringe 5cc with needle g-23		
15	25	boxes	Disposable Syringe 1cc with needle g-25		
16	20	pieces	Infusion set		
17	20	pieces	Iris Scissors Medium		
18	25	pieces	IV cannula/IV Catheter G24 50/box		
19	25	pieces	Iv cannula/IV catheter G26 50/box		
20	10	gallons	Disinfectant Solution Spray(kill 99.9% virus/bacteria)		
21	50	pieces	Medicine cup small		
22	20	pieces	Metz scissor		
23	25	boxes	Surgical Tape (2.5cm)		
24	25	boxes	Surgical Tape (5cm)		
25	15	pieces	Mayo scissor (Large)		
26	2	pieces	Nebulizer Machine		
27	2	units	Otoscope Ophthalmoscope (2 in 1 Diagnostic)		

			LED Fiber)Tool		
28	15	pieces	Penlight heavy duty		
29	15	gallons	Hydrogen Peroxide		
30	10	pieces	Pedia Stethoscope		
31	20	sets	Pulse Oximeter (heavy duty)		
32	10	pieces	Rubber suction (medium)		
33	10	pieces	Rubber suction small (blue)		
34	50	boxes	Sterile Gloves Size'7		
35	50	boxes	Sterile Gloves Size '8		
36	30	pieces	Medical Plaster Strips Adhesive		
37	20	boxes	Surgical Blades no.11		
38	10	boxes	Surgical Blades no.20		
39	15	pieces	Stylet FR 10		
40	15	pieces	Stylet FR 12		
41	15	pieces	Stylet FR 6		
42	5	pieces	Cervical Collar (large)		
43	5	pieces	Cervical Collar (medium)		
44	5	pieces	Cervical Collar (small)		
45	1	unit	12 Lead ECG Machine w/ paper		
46	5	units	Gooseneck Lamp w/ Stand		
47	30	pieces	Duracell Lithium BATTERY 123 CR17345 3V		
48	10	pieces	Tourniquet		
49	5	pieces	Tweezers canister stainless (Big)		
50	50	gallons	Sodium Hydrochloride Disinfectant solution		

Item No.	Qty.	Unit	Items (Lot 2)	Approved Budget for the Contract (ABC) - 1 lot	Cost of bid Documents
1	20	pieces	ET Tube 7mm	187,282.50	500.00
2	20	pieces	ET Tube 3.5mm		
3	10	pieces	Feeding tube G4		
4	10	pieces	Feeding tube G9		
5	100	boxes	Surgical Tape 2"		
6	100	pieces	Neb. Kit with mask (Adult)		
7	100	pieces	Neb. Kit with mask (Pedia)		
8	100	pieces	O2 nasal cannula Adult		
9	10	pieces	O2 nasal cannula Newborn		
10	50	pieces	O2 nasal Cannula Adult with mask		
11	50	pieces	O2 nasal cannula Pedia with mask		
12	10	boxes	Suture Plain 3/0 cutting		
13	10	boxes	Suture Plain 2/0 cutting		
14	150	boxes	Suture -Prolene 4/0 Cutting		
15	50	boxes	Suture -Prolene 3/0 Cutting		

Item No.	Qty.	Unit	Items (Lot 3)	Approved Budget for the Contract (ABC) - 1 lot	Cot of Bid Documents
1	50	pcs	Infusion set	152,508.00	500.00
2	100	pcs	IV Cannula g18		
3	100	pcs	IV Cannula g20		
4	100	pcs	IV Cannula g22		
5	100	pcs	Nebulizer kit with mask		
6	100	pcs	Nebulizer kit pedia		
7	2	pcs	Nebulizer Machine		
8	100	pcs	Sputum cup red cup		

9	100	pcs	Urine Collector pedia		
10	100	pcs	Vacutainer tube purple		
11	100	pcs	Vacutainer tube red		
12	50	roll	Rolled gauze 36x100		
13	50	tube	Lubricating jelly 100		
14	5	pc	Glucometer heavy duty		
15	5	pc	Oxygen regulator		
16	1	pcs	Weighing scale infant		
17	100	box	Disposable face mask		
18	30	box	Disposable gloves N/S small		
19	10	box	Glucometer strips		
20	20	box	Surgical tape 1		
21	10	box	suture chromic 3/0 cutting		
22	10	box	Suture chromic 3/0 round		
23	5	pcs	Ambu bag PVC Adult		
24	5	pcs	Ambu bag PVC pedia		
25	5	pcs	Cervical collar small		
26	25	pcs	Digital thermometer		
27	25	pcs	Elastic bandage 4"		
28	25	pcs	Elastic bandage 6"		
29	10	pcs	ET tube 2.5		
30	10	pcs	ET tube 5		
31	10	pcs	ET tube 7.5		

Note: There will be a range of essential medical items and devices for which a product sample will be required. These crucial components will be discussed with all interested suppliers during the prebid conference. Consequently, attending this activity is a vital necessity for any prospective bidder.

- 2) The City Government of Naga now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days. Bidders should have completed, within five (5) 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 No. 9184.

- 4) Prospective Bidders may obtain further information from City government of Naga and inspect the Bidding Documents at the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound from 8:00AM to 5:00PM. The 6th edition of the Philippine Bidding Documents (PBDs) will be used.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on Tuesday, July 25 to August 17, 2023 from the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound and may be downloaded at websites, naga.gov.ph and www.philgeps.gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, as stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person during the dropping of bids.

- 6) The City Government of Naga will hold a Pre-Bid Conference on Wednesday, August 2, 2023 at 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, which shall be open to prospective bidders.
- 7) Bids must be duly received by the BAC Secretariat through manual submission at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, on or before 3:00PM on Thursday, August 17, 2023. 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 Thursday, August 17, 2023, 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10) Additional information:
 - a) An Annual Registration Fee of Three Thousand (P 3,000.00) Pesos is required.
 - b) Forms in the PBD should be used in submitting proposals and should remain unaltered.
 - c) We highly recommend that bidders utilize the PhilGEPS DRL facility to download the digital copy of the Bid Documents. This streamlined process will ensure easy access and efficient handling of all necessary documentation.
- 11) The City Government of Naga 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:

ENGR. ALEXANDER N. CANING

Acting City Engineer, City Engineer's Office
1st Floor City Hall Building, City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City 4400
Mobile Number: +639175801165
Email address: bac@naga.gov.ph/alexandercaning@gmail.com
Website: www.naga.gov.ph

- a. For downloading of bidding documents, you may visit the following websites:
www.philgeps.gov.ph / www.naga.gov.ph

Date of Issue: July 25 to August 1, 2023

ALEXANDER N. CANING
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, City Government of Naga wishes to receive Bids for the Supply and Delivery of Medical Supplies (Lots 1 to 3, for use of Our Lady of Lourdes Infirmary), with identification number Project/Contract Reference Number: 2023-037.

The Procurement Project (referred to herein as “Project”) is composed of Lot 1-50 items; Lot 2-15 items; and, Lot 3–31 items, 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 Year 2023 in the amount of Five Hundred Forty Thousand Eight Hundred Eighty (P 540,880.00) Pesos – for Lot 1; One Hundred Eighty Seven Thousand Two Hundred Eighty Two & 50/100 (P 187,282.50) Pesos – for Lot 2; and, One Hundred Fifty Two Thousand Five Hundred Eight (P 152,508.00) Pesos – for Lot 3.

2.2. The source of funding is: Medical, Dental and Laboratory Supplies Account of Our Lady of Lourdes Infirmary - LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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.

Foreign ownership limited to those allowed under the rules may participate in this Project.

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

- 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: 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 and either at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, Naga City, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within five (5) 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2 Payment of the contract price shall be made in: Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 within one hundred twenty (120) calendar days from date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ 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.

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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	For this purpose, contracts similar to the Project shall be: a. Medical Supplies and other related procurement activities. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than P 10,817.60 (Lot 1), 3,745.65 (Lot 2), 3,050.16 (Lot 3) [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 P 27,044.00 (Lot 1), 9,364.13 (Lot 2), 7,625.40 (Lot 3) [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII^[MG1] (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[G2][MG3] 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	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:
	“The delivery terms applicable to the Contract are DDP delivered in Naga City. In accordance with INCOTERMS.”
	“The delivery terms applicable to this Contract are delivered in Naga 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. Ronaldo Amoranto, OLLI.
	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:
	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.
	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:

	1. such ^[G4] ^[MG5] ^[MG6] 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
	2. 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 ^[G7] ^[MG8] 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.
	Spare parts or components shall be supplied as promptly as possible.
	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: City Government of Naga
	Name of the Supplier
	Contract Description: Medical Supplies
	Final Destination: OLLI, Naga City
	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.
	Transportation –
	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.
	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.
	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.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	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.
4	The inspections and tests that will be conducted are: the GSO.

Section VI. Schedule of Requirements

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

Item Number	Description (Lot 1)	Quantity	Total	Delivered, Weeks/Months
1	Alcohol 70% Swab	20		
2	Isopropyl Alcohol 70% Sanitizing Solution	25		
3	Aldasan 2,000	5		
4	Povidone Iodine Antiseptic solution 10%	20		
5	Bp Apparatus Heavy Duty (Pedia)	10		
6	Cidex	20		
7	Cotton roll (400grams)	20		
8	Antibacterial Hand Liquid Soap	20		
9	Disposable face mask	250		
10	Disposable Gloves non-sterile (large) 100/box	100		
11	Disposable Gloves non-sterile (medium) 100/box	100		
12	Disposable Syringe 10cc with needle g-21	25		
13	Disposable Syringe 3cc with needle g-23	25		
14	Disposable Syringe 5cc with needle g-23	25		
15	Disposable Syringe 1cc with needle g-25	25		
16	Infusion set	20		
17	Iris Scissors Medium	20		
18	IV cannula/IV Catheter G24 50/box	25		
19	Iv cannula/IV catheter G26 50/box	25		
20	Disinfectant Solution Spray(kill 99.9% virus/bacteria)	10		
21	Medicine cup small	50		
22	Metz scissor	20		
23	Surgical Tape (2.5cm)	25		
24	Surgical Tape (5cm)	25		
25	Mayo scissor (Large)	15		
26	Nebulizer Machine	2		
27	Otoscope Ophthalmoscope (2 in 1 Diagnostic LED Fiber)Tool	2		
28	Penlight heavy duty	15		
29	Hydrogen Peroxide	15		
30	Pedia Stethoscope	10		
31	Pulse Oximeter (heavy duty)	20		
32	Rubber suction (medium)	10		
33	Rubber suction small (blue)	10		

34	Sterile Gloves Size'7	50		
35	Sterile Gloves Size '8	50		
36	Medical Plaster Strips Adhesive	30		
37	Surgical Blades no.11	20		
38	Surgical Blades no.20	10		
39	Stylet FR 10	15		
40	Stylet FR 12	15		
41	Stylet FR 6	15		
42	Cervical Collar (large)	5		
43	Cervical Collar (medium)	5		
44	Cervical Collar (small)	5		
45	12 Lead ECG Machine w/ paper	1		
46	Gooseneck Lamp w/ Stand	5		
47	Duracell Lithium Batery 123 CR17345 3V	30		
48	Tourniquet	10		
49	Tweezers canister stainless (Big)	5		
50	Sodium Hydrochloride Disinfectant solution	50		

Item Number	Description (Lot 2)	Quantity	Total	Delivered, Weeks/Months
1	ET Tube 7mm	20		
2	ET Tube 3.5mm	20		
3	Feeding tube G4	10		
4	Feeding tube G9	10		
5	Surgical Tape 2"	100		
6	Neb. Kit with mask (Adult)	100		
7	Neb. Kit with mask (Pedia)	100		
8	O2 nasal cannula Adult	100		
9	O2 nasal cannula Newborn	10		
10	O2 nasal Cannula Adult with mask	50		
11	O2 nasal cannula Pedia with mask	50		
12	Suture Plain 3/0 cutting	10		
13	Suture Plain 2/0 cutting	10		
14	Suture -Prolene 4/0 Cutting	150		
15	Suture -Prolene 3/0 Cutting	50		

Item Number	Description (Lot 3)	Quantity	Total	Delivered, Weeks/Months
1	Infusion set	50		
2	IV Cannula g18	100		
3	IV Cannula g20	100		
4	IV Cannula g22	100		
5	Nebulizer kit with mask	100		
6	Nebulizer kit pedia	100		
7	Nebulizer Machine	2		
8	Sputum cup red cup	100		
9	Urine Collector pedia	100		
10	Vacutainer tube purple	100		
11	Vacutainer tube red	100		

12	Rolled gauze 36x100	50		
13	Lubricating jelly 100	50		
14	Glucometer heavy duty	5		
15	Oxygen regulator	5		
16	Weighing scale infant	1		
17	Disposable face mask	100		
18	Disposable gloves N/S small	30		
19	Glucometer strips	10		
20	Surgical tape 1	20		
21	suture chromic 3/0 cutting	10		
22	Suture chromic 3/0 round	10		
23	Ambu bag PVC Adult	5		
24	Ambu bag PVC pedia	5		
25	Cervical collar small	5		
26	Digital thermometer	25		
27	Elastic bandage 4"	25		
28	Elastic bandage 6"	25		
29	ET tube 2.5	10		
30	ET tube 5	10		
31	ET tube 7.5	10		

Section VII. Technical Specifications

Technical Specifications

Item	Specification (Lot 1)	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Alcohol 70% Swab	
2	Isopropyl Alcohol 70% Sanitizing Solution	
3	Aldasan 2,000	

4	Povidone Iodine Antiseptic solution 10%	
5	Bp Apparatus Heavy Duty (Pedia)	
6	Cidex	
7	Cotton roll (400grams)	
8	Antibacterial Hand Liquid Soap	
9	Disposable face mask	
10	Disposable Gloves non-sterile (large) 100/box	
11	Disposable Gloves non-sterile (medium) 100/box	
12	Disposable Syringe 10cc with needle g-21	
13	Disposable Syringe 3cc with needle g-23	
14	Disposable Syringe 5cc with needle g-23	
15	Disposable Syringe 1cc with needle g-25	
16	Infusion set	
17	Iris Scissors Medium	
18	IV cannula/IV Catheter G24 50/box	
19	Iv cannula/IV catheter G26 50/box	
20	Disinfectant Solution Spray(kill 99.9% virus/bacteria)	
21	Medicine cup small	
22	Metz scissor	
23	Surgical Tape (2.5cm)	
24	Surgical Tape (5cm)	
25	Mayo scissor (Large)	
26	Nebulizer Machine	
27	Otoscope Ophthalmoscope (2 in 1 Diagnostic LED Fiber)Tool	
28	Penlight heavy duty	
29	Hydrogen Peroxide	
30	Pedia Stethoscope	
31	Pulse Oximeter (heavy duty)	
32	Rubber suction (medium)	
33	Rubber suction small (blue)	
34	Sterile Gloves Size'7	
35	Sterile Gloves Size '8	
36	Medical Plaster Strips Adhesive	
37	Surgical Blades no.11	
38	Surgical Blades no.20	
39	Stylet FR 10	
40	Stylet FR 12	
41	Stylet FR 6	
42	Cervical Collar (large)	

43	Cervical Collar (medium)	
44	Cervical Collar (small)	
45	12 Lead ECG Machine w/ paper	
46	Gooseneck Lamp w/ Stand	
47	Duracell Lithium Battery 123 CR17345 3V	
48	Tourniquet	
49	Tweezers canister stainless (Big)	
50	Sodium Hydrochloride Disinfectant solution	

Item	Specification (Lot 2)	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	ET Tube 7mm	
2	ET Tube 3.5mm	
3	Feeding tube G4	
4	Feeding tube G9	
5	Surgical Tape 2"	
6	Neb. Kit with mask (Adult)	
7	Neb. Kit with mask (Pedia)	
8	O2 nasal cannula Adult	
9	O2 nasal cannula Newborn	
10	O2 nasal Cannula Adult with mask	
11	O2 nasal cannula Pedia with mask	
12	Suture Plain 3/0 cutting	
13	Suture Plain 2/0 cutting	
14	Suture -Prolene 4/0 Cutting	
15	Suture -Prolene 3/0 Cutting	

Item	Specification (Lot 3)	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance

		parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Infusion set	
2	IV Cannula g18	
3	IV Cannula g20	
4	IV Cannula g22	
5	Nebulizer kit with mask	
6	Nebulizer kit pedia	
7	Nebulizer Machine	
8	Sputum cup red cup	
9	Urine Collector pedia	
10	Vacutainer tube purple	
11	Vacutainer tube red	
12	Rolled gauze 36x100	
13	Lubricating jelly 100	
14	Glucometer heavy duty	
15	Oxygen regulator	
16	Weighing scale infant	
17	Disposable face mask	
18	Disposable gloves N/S small	
19	Glucometer strips	
20	Surgical tape 1	
21	suture chromic 3/0 cutting	
22	Suture chromic 3/0 round	
23	Ambu bag PVC Adult	
24	Ambu bag PVC pedia	
25	Cervical collar small	
26	Digital thermometer	
27	Elastic bandage 4"	
28	Elastic bandage 6"	
29	ET tube 2.5	
30	ET tube 5	
31	ET tube 7.5	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class “A” Documents	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(d) 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
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(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	
<input type="checkbox"/>	(h) 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	
<input type="checkbox"/>	(i) Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	(j) Original of duly signed and accomplished Price Schedule(s).
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
<input type="checkbox"/>	(k) [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.
<input type="checkbox"/>	(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
<u>Additional requirements for Medicines and Medical Supplies:</u>	
<input type="checkbox"/>	(m) Certification by the PHD that medicines and drugs requisitioned are included in the PNDF Current Edition
<input type="checkbox"/>	(n) License to Operate (LTO) from BFAD with list of sources
<input type="checkbox"/>	(o) Certificate of Product Registration (CPR) from BFAD, manufacturer(s) reconciled with the list of sources in the LTO for every drug and medicines delivered
<input type="checkbox"/>	(p) Certificate of Good Manufacturing Practice (CGMP) issued by BFAD, if supplier is a manufacturer
<input type="checkbox"/>	(q) Batch Certificate for antibiotics
<input type="checkbox"/>	(r) Lot Release Certificate for Biologicals and Vaccines
<input type="checkbox"/>	(s) DR or invoices bearing the Lot Number and Expiry Date
<input type="checkbox"/>	(t) Results of Test analysis in the absence of Batch Certificate and Lot Release Certificate by proper government agency for articles subject to test such as drugs and medicines

FORMS

Bid Form for the Procurement of Goods

Date : _____

Project/Contract Identification No. : _____

To: **CITY GOVERNMENT OF NAGA**
City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to

_____ [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of

_____ (P _____) Pesos [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding 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 specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
Of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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 eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of _____ [name of the bidder] as evidenced by the attached _____ [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medical Supplies for use of OLLI (Lot 1)

Contract Reference Number: 2023-037

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit	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	Alcohol 70% Swab		20	boxes						
2	Isopropyl Alcohol 70% Sanitizing Solution		25	gallons						
3	Aldasan 2,000		5	pieces						
4	Povidone Iodine Antiseptic solution 10%		20	gallons						
5	Bp Apparatus Heavy Duty (Pedia)		10	units						
6	Cidex		20	gallons						
7	Cotton roll (400grams)		20	rolls						
8	Antibacterial Hand Liquid Soap		20	gallons						
9	Disposable face mask		250	boxes						
10	Disposable Gloves non-sterile (large) 100/box		100	boxes						
11	Disposable Gloves non-sterile (medium) 100/box		100	boxes						
12	Disposable Syringe 10cc with needle g-21		25	boxes						
13	Disposable Syringe 3cc with needle g-23		25	boxes						
14	Disposable Syringe 5cc with needle g-23		25	boxes						
15	Disposable Syringe 1cc with needle g-25		25	boxes						
16	Infusion set		20	pieces						
17	Iris Scissors Medium		20	pieces						
18	IV cannula/IV Catheter G24 50/box		25	pieces						

19	Iv cannula/IV catheter G26 50/box		25	pieces
20	Disinfectant Solution Spray(kill 99.9% virus/bacteria)		10	gallons
21	Medicine cup small		50	pieces
22	Metz scissor		20	pieces
23	Surgical Tape (2.5cm)		25	boxes
24	Surgical Tape (5cm)		25	boxes
25	Mayo scissor (Large)		15	pieces
26	Nebulizer Machine		2	pieces
27	Otoscope Ophthalmoscope (2 in 1 Diagnostic LED Fiber)Tool		2	units
28	Penlight heavy duty		15	pieces
29	Hydrogen Peroxide		15	gallons
30	Pedia Stethoscope		10	pieces
31	Pulse Oximeter (heavy duty)		20	sets
32	Rubber suction (medium)		10	pieces
33	Rubber suction small (blue)		10	pieces
34	Sterile Gloves Size'7		50	boxes
35	Sterile Gloves Size '8		50	boxes
36	Medical Plaster Strips Adhesive		30	pieces
37	Surgical Blades no.11		20	boxes
38	Surgical Blades no.20		10	boxes
39	Stylet FR 10		15	pieces
40	Stylet FR 12		15	pieces
41	Stylet FR 6		15	pieces
42	Cervical Collar (large)		5	pieces
43	Cervical Collar (medium)		5	pieces
44	Cervical Collar (small)		5	pieces
45	12 Lead ECG Machine w/ paper		1	unit

46	Gooseneck Lamp w/ Stand		5	units					
47	Duracell Lithium Bateria 123 CR17345 3V		30	pieces					
48	Tourniquet		10	pieces					
49	Tweezers canister stainless (Big)		5	pieces					
50	Sodium Hydrochloride Disinfectant solution		50	gallons					
Total Amount in words:									

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medical Supplies for use of OLLI (Lot 2)

Contract Reference Number: 2023-037

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4	5	6	7	8	9	10	
Item	Description	Country of Origin	Quantity	Unit	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	ET Tube 7mm		20	pieces						
2	ET Tube 3.5mm		20	pieces						
3	Feeding tube G4		10	pieces						
4	Feeding tube G9		10	pieces						
5	Surgical Tape 2"		100	boxes						
6	Neb. Kit with mask (Adult)		100	pieces						
7	Neb. Kit with mask (Pedia)		100	pieces						
8	O2 nasal cannula Adult		100	pieces						
9	O2 nasal cannula Newborn		10	pieces						
10	O2 nasal Cannula Adult with mask		50	pieces						
11	O2 nasal cannula Pedia with mask		50	pieces						
12	Suture Plain 3/0 cutting		10	boxes						
13	Suture Plain 2/0 cutting		10	boxes						
14	Suture -Prolene 4/0 Cutting		150	boxes						
15	Suture -Prolene 3/0 Cutting		50	boxes						
Total Amount in words:										

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medical Supplies for use of OLLI (Lot 3)

Contract Reference Number: 2023-037

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit	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	Infusion set		50	pcs						
2	IV Cannula g18		100	pcs						
3	IV Cannula g20		100	pcs						
4	IV Cannula g22		100	pcs						
5	Nebulizer kit with mask		100	pcs						
6	Nebulizer kit pedia		100	pcs						
7	Nebulizer Machine		2	pcs						
8	Sputum cup red cup		100	pcs						
9	Urine Collector pedia		100	pcs						
10	Vacutainer tube purple		100	pcs						
11	Vacutainer tube red		100	pcs						
12	Rolled gauze 36x100		50	roll						
13	Lubricating jelly 100		50	tube						
14	Glucometer heavy duty		5	pc						
15	Oxygen regulator		5	pc						
16	Weighing scale infant		1	pcs						
17	Disposable face mask		100	box						
18	Disposable gloves N/S small		30	box						

19	Glucometer strips		10	box					
20	Surgical tape 1		20	box					
21	suture chromic 3/0 cutting		10	box					
22	Suture chromic 3/0 round		10	box					
23	Ambu bag PVC Adult		5	pcs					
24	Ambu bag PVC pedia		5	pcs					
25	Cervical collar small		5	pcs					
26	Digital thermometer		25	pcs					
27	Elastic bandage 4"		25	pcs					
28	Elastic bandage 6"		25	pcs					
29	ET tube 2.5		10	pcs					
30	ET tube 5		10	pcs					
31	ET tube 7.5		10	pcs					
Total Amount in words:									

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY OF NAGA) S.S.

AFFIDAVIT

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

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

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

2. [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of _____, 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 _____ of the City Government of Naga, 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 _____ of the City Government of Naga, 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. _____ 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. _____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [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 _____ 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 _____ 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. _____ complies with existing labor laws and standards; and

8. _____ 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 _____.

9. _____ 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 Naga City, Philippines.

Name of Bidder or its Authorized Representative

Signatory's legal capacity

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ [month] [year] at _____ [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____ [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 20____ [month] [year].

REPUBLIC OF THE PHILIPPINES)
CITY OF NAGA) S.S.

BID SECURING DECLARATION

Project/Contract Identification No.: _____

To: **CITY GOVERNMENT OF NAGA**
City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City

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].

Name of Bidder or its Authorized Representative

Signatory's legal capacity

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ [month] [year] at _____ [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____ [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 20____ [month] [year].

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

(similar to the contract to be bid, except under conditions provided for in Section 23.4.1.3 and 23.4.2.4 of the IRR, within 10 years)

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Amount of Completed contract (amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement)	Date of Delivery
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Contract, 2. Certificate of Completion, 3. End user's acceptance or official receipt(s) or sales invoice issued for the contract

**STATEMENT OF ALL 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)

Business Name: _____
Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Delivery Schedule
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Notice of Award and/or Contract; 2. Notice to Proceed, 3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by:

Name & Signature of Authorized Representative

Designation

Date

NOTE:

1. PLEASE USE THE FORMS PROVIDED IN THIS PBD AND SHOULD REMAIN UNALTERED.

2. KINDLY PUT TABS AT THE RIGHT SIDE OF ALL THE DOCUMENTARY REQUIREMENTS.

