

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

*Name of the Project: “1 Lot Cardiac Catheterization Machine
(Angiogram) with Construction of 2 storey Bldg.”*

ITB No.: 088.19

*Procuring Entity: Philippine Heart Center
East Avenue, Quezon City*

**Fifth Edition
August 2016**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

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Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement;
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned; and
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Section 21.2.1(c) of the IRR of RA 9184².

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids;
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

² Two years after the effectivity of the 2016 Revised IRR of R.A. No. 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section IX- Foreign-Assisted Projects.

Philippine Heart Center

INVITATION TO BID FOR “1 LOT CARDIAC CATHETERIZATION MACHINE (ANGIOGRAM) WITH CONSTRUCTION OF 2 STOREY BLDG.”

1. The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2019* intends to apply the sum of ***Php 107,000,000.00*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***“1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.”***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Select this for lot-procurement:

The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2019³* intends to apply the sum of *Php 107,000,000.00* being the Approved Budget for the Contract (ABC) to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The Philippine Heart Center (PHC) now invites bids for “1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.”⁴ Delivery of the Goods is required **120 Calendar Days**. Bidders should have completed, within ***the past 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) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
4. Interested bidders may obtain further information from *Philippine Heart Center (PHC)* and inspect the Bidding Documents at the address given below during **8:00am to 5:00pm Monday to Friday**.

3

Ibid.

⁴ A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *October 28, 2019* from the address below and the cost of the non refundable fee for Bidding Documents in the amount of *Fifty Thousand Pesos (P50,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *Philippine Heart Center (PHC)* will hold a Pre-Bid Conference⁵ on *November 5, 2019, 9:00am* at *Cafe 1475*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on *November 19, 2019, 9:00am*. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

PHC-Bids and Awards Committee
Cafe 1475
Basement, Hospital Bldg.

Bid opening shall be on *November 19, 2019, 9:00am* at *Cafe 1475*. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. *[Insert such other necessary information deemed relevant by the Procuring Entity]*
9. The *Philippine Heart Center (PHC)* 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

PHC-BAC Secretariat
Bids and Awards Committee
Philippine Heart Center
East Avenue, Quezon City
Telefax No. 925-24-01 local 4059
PHC Website: www.phc.gov.ph

MARIETTA A. VELASCO, RN, MAN
BAC Chairman for Pharmaceutical
Supplies and Medical Equipment

⁵May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification and on the award of contract.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

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General

.1 Scope of Bid

The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.

The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28

.2 Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

.3 Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.

Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 2.

.4 Conflict of Interest

All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (c) A Bidder has controlling shareholders in common with another Bidder;
- (d) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (e) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (f) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (g) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (h) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (i) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (j) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (k) If the Bidder is a partnership, to all its officers and members;
- (l) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (m) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (n) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

.5 Eligible Bidders

Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (o) Duly licensed Filipino citizens/sole proprietorships;
- (p) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (q) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (r) Cooperatives duly organized under the laws of the Philippines; and
- (s) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (t) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (u) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (v) When the Goods sought to be procured are not available from local suppliers; or
- (w) When there is a need to prevent situations that defeat competition or restrain trade.

Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

.6 Bidder's Responsibilities

The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.

The Bidder is responsible for the following:

- (x) Having taken steps to carefully examine all of the Bidding Documents;
- (y) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (z) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (aa) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10

- ()bb Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- ()cc Ensuring that 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;
- ()dd Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- ()ee Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- ()ff Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- ()gg Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - ()i Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- ()ii Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (0iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (0hh) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

.7 Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27

.8 Subcontracts

.....1.2. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

.....1.3. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

.....1.4. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

.9 Pre-Bid Conference

(a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

.10 Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

Preparation of Bids

.11 Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

.12 Documents Comprising the Bid: Eligibility and Technical Components

.....1.1.

Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - 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;
- (ii.8) date of delivery; and
- ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(.....
i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(.....
i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

.13 Documents Comprising the Bid: Financial Component

1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Bid Form and Schedule of Prices, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15 and 15.

- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27 unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 2 Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

.14 Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil

and administrative penalties that may be imposed upon the persons and entities concerned.

.15 Bid Prices

1 The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

4 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 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, listed in the **BDS**.

- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

.16 Bid Currencies

1 Prices shall be quoted in the following currencies:

- (d) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (e) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

2 If so allowed in accordance with **ITB** Clause ??, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

.17 Bid Validity

Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid

security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

.18 Bid Security

The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(f) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(g) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Two percent (2%)</p>
<p>(h) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the

procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause ??.

Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause ??.

The bid security may be forfeited:

- (i) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause k;
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (j) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

.19 Format and Signing of Bids

Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

Forms as mentioned in **ITB** Clause 19 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

.20 Sealing and Marking of Bids

Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (k) contain the name of the contract to be bid in capital letters;
- (l) bear the name and address of the Bidder in capital letters;
- (m) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1;
- (n) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
- (o) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Submission and Opening of Bids

.21 Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

.22 Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

.23 Modification and Withdrawal of Bids

The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

Bids requested to be withdrawn in accordance with **ITB** Clause 23 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

.24 Opening and Preliminary Examination of Bids

1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of

Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

2 Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

3 Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

6 In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required

under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

Evaluation and Comparison of Bids

.25 Process to be Confidential

Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

.26 Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

.27 Domestic Preference

Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (d) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (e) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (f) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (g) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

.28 Detailed Evaluation and Comparison of Bids

The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

The Lowest Calculated Bid shall be determined in two steps:

- (h) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (i) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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 following in the evaluation of bids:

- (j) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for

free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (k) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

.29 Post-Qualification

The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

.30 Reservation Clause

Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (l) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (m) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (n) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (o) No bids are received;
- (p) All prospective Bidders are declared ineligible;
- (q) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (r) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

Award of Contract

.31 Contract Award

Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (s) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- (t) Posting of the performance security in accordance with **ITB** Clause 33;
- (u) Signing of the contract as provided in **ITB** Clause 32; and
- (v) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Scheduled of Requirements.

.32 Signing of the Contract

At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

The following documents shall form part of the contract:

- (w) Contract Agreement;
- (x) Bidding Documents;
- (y) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (z) Performance Security;
- (aa) Notice of Award of Contract; and
- (bb) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

.33 Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(cc) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(dd) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p>	

<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(See Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

.34 Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

.35 Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX-Foreign-Assisted Projects.

Bid Data Sheet

ITB Clause	
	<p>The Procuring Entity is <i>Philippine Heart Center</i></p> <p>The name of the Contract is “<i>1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.</i>”</p> <p>The identification number of the Contract is <i>ITB.088.19</i>.</p>
	<p>The lot(s) and reference is/are:</p> <p>“<i>1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.</i>”</p>
<u>2</u>	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>PHC Corporate Operating Budget for CY 2019</i> in the amount of <i>Php 107,000,000.00</i></p> <p>The name of the Project is: “<i>1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.</i>”</p>
3	No further instructions.
4	No further instructions.
5	Foreign bidders, except those falling under ITB Clause 5, may not participate in this Project.
	<p><i>For the procurement of Non-expendable Supplies and Services:</i> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to the <u>1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 storey Bldg.</u></p>
6	No further instructions.
	No further instructions.
	<i>State either “Subcontracting is not allowed.” or specify the portions of Goods and the maximum percentage allowed to be subcontracted.</i>
9	The Procuring Entity will hold a pre-bid conference for this Project on <i>November 5, 2019, 9:00am</i> at <i>Cafe 1475</i>
	The Procuring Entity’s address is:

	<p><i>PHC BAC Secretariat</i> <i>Bids and Awards Committee</i> <i>Philippine Heart Center</i> <i>East Avenue, Quezon City</i> <i>925-24-01 local 4059</i> www.phc.gov.ph</p>
	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within the past three (3) years prior to the deadline for the submission and receipt of bids.
12(b)	No further instructions.
13.1(c)	"No additional requirements."
	The ABC is <i>Php 107,000,000.00</i> . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	"No incidental services are required."
1.1(g)	"Not applicable"
16	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	"Payment shall be made in Philippine Pesos."
	Bids will be valid until One Hundred Twenty (120) Calendar Days.
	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <i>P2,140,000.00</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>P5,350,000.00</i>, if bid security is in Surety Bond.
	The bid security shall be valid until One Hundred Twenty (120) Calendar Days.
20	<p>ENVELOPE 1 shall contain the following Orange Folders in three separate envelopes properly marked as:</p> <p>ORANGE FOLDER (1) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked "<i>ORIGINAL ELIGIBILITY and TECHNICAL COMPONENT</i>")</p> <p>ORANGE FOLDER (2) – Original copies of Eligibility and Technical Documents as</p>

	<p>described in ITB Clause 20 (This should be enclosed in an envelope marked “COPY NO.1 - <i>ELIGIBILITY and TECHNICAL COMPONENT</i>”)</p> <p>ORANGE FOLDER (3) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “COPY NO.2 – <i>ELIGIBILITY and TECHNICAL COMPONENT</i>”)</p>
20	<p>ENVELOPE 2 shall contain the following Yellow Folders in three separate envelopes properly marked as:</p> <p>YELLOW FOLDER (1) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “<i>ORIGINAL FINANCIAL COMPONENT</i>”)</p> <p>YELLOW FOLDER (2) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “COPY NO. 1 - <i>FINANCIAL COMPONENT</i>”)</p> <p>YELLOW FOLDER (3) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “COPY NO. 2 - <i>FINANCIAL COMPONENT</i>”)</p>
20	Each Bidder shall submit one [1] original and two [2] <i>extra</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is PHC Bids and Awards Committee, Cafe 1475, Basement, Hospital Bldg.</p> <p>The deadline for submission of bids is <i>November 19, 2019, 9:00am.</i></p>
24.1	<p>The place of bid opening is PHC Bids and Awards Committee, Cafe 1475, Basement, Hospital Bldg.</p> <p>The date and time of bid opening is <i>November 19, 2019, 9:00am.</i></p>
24.2	No further instructions.
24.3	No further instructions.
24.4	No further instructions.
28	<p>Grouping and Evaluation of Lots –</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
29	<i>List licenses and permits relevant to the Project and the corresponding law requiring it – Duly Notarized Certificate of Exclusive or Authorized Distributorship.</i>
	<i>“No additional requirement.”</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- ()ff “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ()gg “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- ()hh “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- ()ii “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- ()jj “GCC” means the General Conditions of Contract contained in this Section.
- ()kk “SCC” means the Special Conditions of Contract.
- ()ll “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- ()mm “The Procuring Entity’s country” is the Philippines.
- ()nn “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- ()oo The “Funding Source” means the organization named in the SCC.
- ()pp “The Project Site,” where applicable, means the place or places named in the SCC.
- ()qq “Day” means calendar day.
- ()rr The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (jss) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

.1 Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (jtt) defines, for the purposes of this provision, the terms set forth below as follows:
 - (ji) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (jii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (jiii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (jiv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (jv) “obstructive practice” is
 - (jaa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(uu) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause tt.

.2 Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

.3 Governing Law and Language

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

.4 Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for **GCC** Clause.

.5 Scope of Contract

The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

.6 Subcontracting

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

If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

.7 Procuring Entity's Responsibilities

Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 5.

.8 Prices

For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 28.

.9 Payment

Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. One percent (1%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 16.

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause, and upon fulfillment of other obligations stipulated in this Contract.

Pursuant to **GCC** Clause, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.

Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

.10 Advance Payment and Terms of Payment

Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- ()vv On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- ()ww On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
- ()xx On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

.11 Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

.12 Performance Security

Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause.

The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- ()yy There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

()zz The Supplier has no pending claims for labor and materials filed against it; and

()aaa Other terms specified in the SCC.

In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

.13 Use of Contract Documents and Information

The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Any document, other than this Contract itself, enumerated in **GCC** Clause ?? shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

.14 Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

.15 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 Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

.16 Warranty

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause ??, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense

and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

.17 Delays in the Supplier's Performance

Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 21, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

Except as provided under GCC Clause 21, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 28 without the application of liquidated damages.

.18 Liquidated Damages

Subject to GCC Clauses 17 and 21, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 22, without prejudice to other courses of action and remedies open to it.

.19 Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

.20 Liability of the Supplier

The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

.21 Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

.22 Termination for Default

The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- ()bbb Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- ()ccc As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- ()ddd The Supplier fails to perform any other obligation under the Contract.

In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 22 to 25, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

.23 Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

.24 Termination for Convenience

The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of

Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (eee) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (fff) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

.25 Termination for Unlawful Acts

The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (ggg) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause a;
- (hhh) Drawing up or using forged documents;
- (iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (jjj) Any other act analogous to the foregoing.

.26 Procedures for Termination of Contracts

The following provisions shall govern the procedures for termination of this Contract:

- (kkk) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (lll) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (mmm) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (nnn) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (ooo) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (ppp) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (qqq) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (rrr) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

.27 Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

.28 Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

.29 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

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

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1	The Procuring Entity is <i>Philippine Heart Center</i> .
1	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1	<p>The Funding Source is</p> <p>the Government of the Philippines (GOP) through <i>[indicate source of funding and year]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>NOTE: <i>In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or – Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p>
1	The Project Site is <i>[insert full name and address of the delivery site]</i> . For multiple sites state “The Project sites are defined in Section VI. Schedule of Requirements”]
2.1	No further instructions.
	<p>The Procuring Entity’s address for Notices is:</p> <p>Philippine Heart Center East Avenue, Quezon City 925-24-01 local 4059 <u>www.phc.gov.ph</u> <u>bidsawards@phc.gov.ph</u></p> <p style="text-align: right;">Tel/Fax: Website: E-mail:</p> <p>The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
	<p><i>List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the</i></p>

Contract are DDP delivered [*insert place of destination*]. In accordance with INCOTERMS.”

For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [*insert place of destination*]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *[insert name(s)]*.

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.

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:

Select appropriate requirements and delete the rest.

- (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 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 spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

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

	<p>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 <i>force majeure</i> in accordance with GCC Clause 21.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
9.3	<p><i>State “Maintain the GCC Clause.” or</i></p> <p><i>State “The terms of payment shall be as follows: _____”</i></p>
9.4	<p><i>Maintain the GCC Clause and state here “Not applicable” or if procurement involves a foreign-denominated bid, state “Payment shall be made in [insert currency].</i></p>
9.5	<p><i>State “Payment using LC is not allowed.” or</i></p> <p><i>If payment using LC is allowed, state “The amount of provisional sum is _____ Pesos (PhP _____).” [Note: The provisional sum shall not exceed 10% of the ABC, and shall form part of the ABC].</i></p>
12	<p><i>Specify additional conditions, if any, that must be met prior to the release of the performance security, otherwise, state “No further instructions”.</i></p>
15.2	<p>The inspections and tests that will be conducted are: <i>[Insert the applicable inspections and tests, if none, state “None”].</i></p>
16	<p><i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i></p> <p><i>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</i></p>
	<p>The period for correction of defects in the warranty period is <i>[insert number of days].</i></p>
	<p><i>State here “No additional provision.” or, if the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p>

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.” References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Instruction to Bidders: Bidders must state in the column "Statement of Compliance" 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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Directions in filling-up Schedule VII (Technical Specifications):

In filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual, respectively.

To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex "A", Annex "B", etc.) for easy reference and validation purposes.

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	Name, Category And Coding	
1	Generic name : Angiogram Machine	
2	Specific type or variation (optional) : Single Plane System for digital imaging in cardiac diagnostic and Interventional procedures	
	Purpose of Use	
3	Clinical or other purpose : The single Plane digital imaging angiogram machine would allow interventional cardiologist perform coronary angiogram. Percutaneous coronary intervention, Endovascular procedures, Hemodynamic studies and device closures for structural heart disease.	
4	Level of use (if relevant) : The angiogram machine would be used at the cardiac catheterization Laboratory of the Philippine Heart Center.	
5	Clinical Department/ward (if relevant) : The angiogram machine will be used at the cardiac catheterization laboratory of the Philippine Heart Center	
6	Overview of functional requirements : Flat panel Single-Plane cardiovascular catheterization laboratory system with Digital Subtraction Angiography with a ceiling mounted arm stand and digital imaging x-ray system for cardiovascular diagnostic and interventional procedures. Latest, most advanced technology and "State of the Art" model, including version of the system and components.	

Item	Specifications	Statement of
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	Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Compliance
	a. Gantry	
	b. Table	
	c. Flat panel digital detector	
	d. X-ray tube	
	e. X-ray Generator	
	f. Power injector	
	g. Overhead surgical lamp	
	h. Digital Imaging	
	I. Monitors/Display	
	j. Radiation protection	
	k. Hemodynamic	
	TECHNICAL SPECIFICATIONS	
7	Detailed Requirements :	
	ISO-center to floor a.1 Ceiling 106.5cm (41.9 inch) Floor: 114cm (44.88 inch)	
	Longitudinal movement a.2 Ceiling is manual and motorized of 260 cm (102.4 inch) up to 15cm/sec (5.9 incg/sec). It includes auto stops at the park position, radio, neuro position and lower peripheral position. FlexArm ranges are 285cm (112.2 inch), 455cm (179.1 inch) or 635cm (250inch) Floor has no longitudinal movement	
	L-arm rotation a.3 Ceiling has motorized movement over 180° with snap positions at 90° , -0° , - 90° to allow patient access from three sides of the table	
	Arm rotation a.4 Arm is manual and motorized movement over 270° with snap positions at 1365° , 90° , 0° , -90° , -135° to allow patient access from all sides of the table. FlexArm rotation allows for transversal movement of 236cm (92.9 inch)	
	C-arm rotation/speed a.5 In head-end position: 120° LAO, 185° RAO, in side Speed up to 25° /sec for rotational angio in head position For FlexArm speed up to 25° /sec and 55° /sec for rotational angio in head position and 25° /sec and 40° /sec for rotational scan in side position	
	C-arm angulation/speed a.6 In head-end position: 90° cranial, 90° caudal up to 25° /sec In side position: 185° cranial, 120° caudal up to 25° /sec	
	Focal spot to iso-center a.7 81cm (31.9 inch)	
	Source Image Distance a.8 89.5 – 119.5cm (35.2 – 47 inch)	
	C-arm depth a.9 90cm (35.43 inch)	

Item	<p style="text-align: center;">Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.</p>	Statement of Compliance
	<p>Rotation of the flat detector a.10 Re-positioning of the Flat Detector from portrait to landscape with 3seconds</p>	
	<p>In case of rotational scan a.11 Maximum rotation speed in head position 55° /sec Maximum rotation angle 240°</p>	
	b.1. Floating/floor mounted with table top, pivot capability and easy patient transport capability	
	b.2. Table top length should be at least 280cm or higher and table width should at least 50 cm or higher, at least 250 kgs capacity or higher + at least 100kgs of additional weight for resuscitation in the metal free overhang area without having to retract the table back on its base.	
	b.3. Move table longitudinally transversely, laterally and degree rotation up to 120 degrees	
	b.4. Able to tilt table	
	b.5. Head and 2 arm (left and right) radio lucent support	
	b.6. Side control consoles	
	b.7. Additional planning knobs	
	b.8. Head to toe coverage during non cardiac procedures.	
	b.9. Live x-ray fluoroscopy image will be able to visualized on the tableside inside the examination room. Ability to perform image navigation and review on the tableside.	
	c.1. High resolution, dynamic flat detector for a fully digital images	
	c.2. At least 8 modes/Detection zoom fields	
	c.2. Pixel pitch of at least 154 um	
	c.3. Image matrix of at least 2480 x 1920 pixels at 16 bit depth for higher resolution	
	c.4. Detector quantum efficiency at 0lp/mm at 77%	
	c.5. Provide tool to measure Left Ventricular Analysis (LVA)	
	Quantitative Coronary analysis (QCA) Quantitative Vascular Analysis (QVA) and Vascular processing functionality.	
	d.1. The nominal focal spot values, small focus of .4mm, and large focus .7Mm	
	d.2. Anode heat storage capacity/maximum anode heat content at least 6 MHU	
	d.3. Continuous anode heat dissipation of at least 3200W	
	d.4. Anode heat dissipation of at least 20,000W	
	e.1. 100KW or more compatible with high resolution imaging	
	e.2. The power on small focus must be minimum of 30KW and large focus minimum of 65KW	
	e.3. Voltage range 40-125Kv	
	e.4. Tube current 1000mA or more	
	e.5. Fluoroscopy images can be stored and saved.	
Item	<p style="text-align: center;">Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with</p>	Statement of Compliance

	Construction of 2 Storey Bldg.	
	f. Power injector	
	g. Overhead surgical lamp	
	h.1. Real time enhanced visualization of coronary stent for pre and post deployment	
	h.2. Fusion of live fluoroscopy image and reference image into a single adaptive roadmap image for live coronary navigation	
	h.3. Smart planing and live guidance for structural heart disease available	
	i.1. Transparent ceiling mounted-designed to protect your eyes and upper body of the physician and staff against scatter radiation during procedures. The transparent ceiling mounted shield is equipped with a two section suspension arm.	
	i.2. Table mounted radiation-lowers shield measuring 70cm high x 80cm wide curved shape 0.5 mm Pb equivalence; Upper shield measuring 40cm high x 50cm wide 0.5 mm Pb equivalence; additional protection of Physician and staff scatter radiation	
	j.1. System with work station (computerized measurement system, 12 lead ECG, 3 transducers, NIBP, CO, O2 sat) 24 inch color monitor, laser printer	
8	Display parameters (if relevant) :	
	a.1. 56inch medical grade monitor inside the examination room.	
	a.2. Control room workstation which should have at least 2 flat screen high resolution medical grade 24 inch, PC based for CD-R Dicom review, and CD/DVD burner, desk intercom system, printer for angiogram recording and film printer.	
	Accessories, Consumables, Spare parts, Other Components	
9	Accessories (if relevant) :	
	a. Independent transformer, UPS AVR	
	b. Radiation protection accessories	
	b.1. 12 lead gowns (2 piece) Pb 0.5mm	
	b.2. 12 radiation thyroid shields	
	b.3. 12 radiation lead glasses (2.0mm)	
	b.4. Ceiling mounted radiation glass shield with apron	
	b.5. Table mounted wide and adjustable lower body radiation shield	
	c. IVUS and FFR compatibility	
	d. 5 years of free comprehensive maintenance, parts of entire system.	
	Training, installation and Utilization	
10	Pre-installation requirements (if relevant) :	
	a. Room preparation based on the approved plan, specification and GANTT chart to be submitted/approved by Philippine Heart Service EMD.	
	b. All civil mechanical electrical oxygen and compressed air requirements.	
	c. Hauling of debris should be coordinates with PHC-EMD.	
	d. Commissioning and testing	
11	Training of user/s (if relevant) : Training of users in operation and basic maintenance shall be provided. Comprehensive Technical Training of PHC-BIOMED, also to be specified and provide.	

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with	Statement of Compliance
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	Construction of 2 Storey Bldg.	
12	User care (if relevant) : Information to be provided by manufacturer/supplier, e.g. cleaning disinfection/sterilization method (for reusable devices)	
	Warranty and Maintenance	
13	Warranty : a. The warranty period will start once the machine is declared operational and would last for 2years b. The warranty would include tube and parts of the entire system	
14	Maintenance tasks : a. Periodic maintenance would be every 3months during b. Which maintenance parts needed to be replaced will still fall under warranty period of 3years	
15	Type of service contract : Comprehensive	
16	Spare parts availability post-warranty : 8 years after device acquisition	
17	Equipment/Model available in the Market : 5 years after device acquisition	
18	Software /hardware upgrade availability : Capable for software upgrade.	
	Safety and Standards	
19	Regulatory approval certification : FDA approval	
20	International Standards : ISO: 13485	
21	Regional/Local Standards : Philippines	
22	Regulations : DOH-Philippines	

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
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I	General Requirements	
	1.1 Topography : Verify all existing elevations and man-made structures which will conform to the related proposed plans, (architectural, structural, sanitary, electrical, mechanical, fire-protection, etc.)	
	1.2 Setbacks : Verify local building and association laws for any setback requirements.	
	1.3 Height Limitations : Verify with local building association laws for any height requirements	
	1.4 Existing Utilities : Verify all existing utilities on site (sanitary, electrical, mechanical, etc.) which may affect the constructions. Any alternation, revision or relocation shall be subject for approval by concerned authorities.	
	1.5 Structural Design Plans : Contractor to provide structural design in the form of contract structural plans, design criteria , load computations duly signed and sealed by a licensed structural engineer; to include, soil analysis and lot survey duly signed and sealed by a geodetic engineer.	
	1.6 Permis : All necessary permits (Buildings, Sanitary, Electrical, Mechanical, Association, etc.) required by the local building laws should be furnished before the construction.	
II	Sitework	
	2.1 Scope of work :	
	2.1.1 Staking out of building, establishment of lines, grades and benchmarks.	
	2.1.2 All demolition works that will be affected prior to the proposed plan	
	2.1.3 Protection of property, work and structures, workmen, and other people from damage and injury.	
	2.1.4	
	2.2 Lines, Grades & Benchmark	
	2.2.1 Stake out accurately the lines of the building and of the other structures Included in the contract and establish grades thereof, after which secure Approval by the Architect.	
	2.2.2 Erect basic batter boards and basic reference marks as directed by the Architect at such places where they will not be disturbed during the construction.	
	2.2.3 Store materials and conduct work in such a manner as to preserve all reference marks. Re-establishment of lines where necessitated due to negligence on the part of the contractor shall be done at the Contractor's expenses	
	2.2.4 Provide necessary and required decking, guards, fences, barricades, planking, warning signs and the like to maintain safe pedestrian and vehicular traffic and to render all work safe to life and property, safe to workmen and to other persons within or near the premises.	
III	Structural & Civil Works:	
	3.1 General	

Item	Specifications	Statement of Compliance
	Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	
	3.1.1 Scope : The work includes labos, materials, equipment,	

	transportation and services required to furnish, fabricate, install and perform excavation, formwork, steel reinforcement, pre-stressing steel, concrete, work of tensioning, laboratory, and field tests as shown on the drawings and/or specified herein.	
	3.1.2 Codes and Standards : Unless otherwise stated, the National Structural Code of the Philippines, Volume I, Fourth Edition and the U.S Codes of Practise are used herein to determine the minimum standard of practise required. The following publications are hereby made a direct part of this Specification and all structural works include in this contract shall conform with the applicable requirements therein except as specified herein. If these codes are in conflict with local codes of practise, the more restrictive requirements shall govern.	
	5.1.2a National Structural Code of the Philippines – (NSCP)	
	5.1.2b American Society of Testing Materials – (ASTM)	
	5.1.2c American Concrete Institute – (ACI)	
	5.1.2d Pre-stressed Concrete Institute – (PCI)	
	3.1.3. Materials : All materials shall be of the best quality and new unless otherwise staed, and shall comply with the Standard Specifications	
	3.1.4. Workmanship : Workmanship must be the best practise in all respects. All work must be done in a thorough manner.	
	3.1.5. Coordonation : Contractor shall verify all dimensions as shown before beginning of work. Coordinate with sub-contractors of other trades (electrical, mechanical, plumbing, pre-stressing, etc.) to make certain that all openings, ducts, inserts, anchors and the like are specified for their work are in the form prior to placing concrete.	
	3.1.6. Inspection : All work and materials furnished by the contractor shall be submitted to inspection and ejection by the Engineer. Any work or any material furnished by the Contractor found to be in any way unsatisfactory of defective before final acceptance of the work shall be corrected of replaced immediately by the Contractor at his own expenses.	
	3.2 Formwork	
	3.2.1 Scope : This Section includes all labor, materials, equipment, transportation and services required to furnish, install and remove all forms for cast-in-place concrete, including all shorings and form supports.	
	3.2.2 Required Submittals : Shop Drawings showing all construction details of formwork, falsework, and proposed locations and details of construction joints shall be submitted to the Engineer for approval prior to the start of work	
	3.2.3 Materials : Timber, plywood or steel or a combination of these will be permitted, provided that the required finish is produced to the satisfaction of the Engineer.	
Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	3.3 Reinforcing Steel	
	3.3.1 Scope : This section includes all labor, materials, equipement,	

	transportation and services required to furnish, cut, bend and place all reinforcing steel as shown on drawing and/or specified herein.	
	3.3.2 Required Submittals :	
	3.3.2a <u>Shop Drawing</u> including all necessary elevations, sections, plans, and diagrams showing placement, spacing, splicing, bending details and schedules as well as erection marks for all reinforcing bars shall be submitted to the Engineer for approval prior to the beginning of fabrication.	
	3.3.2b <u>Samples</u> of reinforcing bars of each size and grade shall be submitted to testing laboratory for tension and bending tests as per ASTM A-15 and A-305.	
	3.3.3 Materials :	
	3.3.3a <u>Reinforcing Steel</u> shall be new billet steel, weldable quality and conforming to ASTM requirements as follows:	
	3.3.3a1 #2 bars, plain, ASTM A-82.	
	3.3.3a2 #3 to #11 bars, deformed, ASTM A-615	
	3.3.3b <u>Welded Wire Fabric</u> shall conform to ASTM A-185.	
	3.3.3c <u>Tie Wire</u> shall be #16 black annealed wire.	
	3.3.3d Bar Supports shall be approved type.	
	3.3.4 Fabricate :	
	3.3.4a All bars shall be of size, grade and length as indicated, and accurately cut, bent or formed to shapes as detailed or scheduled on drawings by methods that will not injure the materials.	
	3.3.4b <u>Hooks and Bends</u> shall be located as specified on drawings and shall conform to the Standard Hooks and Blends as recommended in ACI-315. All bars shall be bent cold. Heating or reinforcement for bending shall not be permitted.	
	3.3.4c <u>Erection Marks</u> Reinforcement shall be bundled and tagged with erection marks corresponding to those shown on shop drawings to facilitate sorting and placing at the job.	
	3.3.5 Placing :	
	3.3.5a Reinforcing bars shall be accurately placed as to spacing and clearance; security tied at intersections with #16 black annealed wire.	
	3.3.5b <u>Bar Supports</u> of metal chairs, cement blocks, etc., of approved type shall securely support and fasten bars in proper position to permit walking upon them without deflection or dislocation during placing of concrete	

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	3.3.5c <u>Spacing</u> the clear space between parallel bars in a layer shall not be less than 1 ½ times the nominal diameter of the bars, 1 1/3 times the maximum size of aggregate, nor 40mm (1 ½").	

	Where bars are placed in two or more layers, the clear space between layers shall not be less than 25mm (1") and bars in the upper layer shall be placed directly above those in the bottom layers.	
	3.3.5d Concrete Protection : unless otherwise noted, the minimum concrete cover for reinforcing bars shall be as follows:	
	3.3.5d1 Walls : 20mm (3/4") clear for not exposed to weather or earth. 40Mm (1 1/2") clear for exposed to weather	
	3.3.5d2 Slabs : 20mm (3/4") clear for not exposed to weather of earth.	
	3.3.5d3 Beams : 40mm (1 1/2") clear all round	
	3.3.5d4 Columns : 50mm (2") clear to main bars	
	3.3.5d5 Footings : 50mm (2") clear for proposed against form 75Mm (3") clear for poured against earth.	
	3.3.5e <u>Splices</u>	
	3.3.5e1 Splices shall be staggered wherever feasible.	
	3.3.5e2 Where lapped splices are used , the minimum length of Lap, unless otherwise noted, shall as follows :	
	3.3.5e2.1 Vertical bars in columns – 36 diameter or Minimum 750mm (2'-6")	
	3.3.5e2.2 Horizontal bars in beams – 36 diameter or minimum 750mm (2'-6")	
	3.3.5e2.3 Vertical bars in walls – 30 diameter or minimum 450mm (1'-6")	
	3.3.5e2.4 Horizontal bars in walls – 24 diameter or minimum 300mm (1'-0")	
	3.3.5e3 Lapped splices shall not be used for bar sizes larger than #11. They shall be spliced by butt welding which shall develop in tension at least 125% of the specified yield strength of the bar by test.	
	3.3.5f <u>Welding</u> of reinforcement shall be done only where shown on drawings, or as specified, or as approved by the engineer. Welding shall be performed only by qualified welders and shall comply with American Welding Society recommended practices AWS D-12.1	
	3.3.5g <u>Welded Wire Fabric</u> used as reinforcement in slab shall not be spliced in region of maximum stress wherever possible. Lap adjoining pieces with at least one full mesh at sides and ends, and securely wire each other and other reinforcement.	

Item	<p style="text-align: center;">Specifications</p> <p style="text-align: center;">Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.</p>	Statement of Compliance
	3.3.5h <u>Dowels</u> extending from footing to columns and walls shall be of same size and spacing as the vertical bars in column and walls, and shall be embedded into the footing with length equal to the lapped length which is spliced to the vertical bars above.	

	3.3.5j <u>Cleaning</u> Before placing, and again before concrete is poured, all reinforcing steel shall be thoroughly cleaned for loose rust, oil, dirt, and other coating detrimental to bond.	
	3.3.5k <u>Maintain Reinforcement in Position</u> at all times during placing of concrete. There shall be a competent representative of the Contractor present who shall keep watch and maintain all reinforcement in proper position during placing of concrete.	
	3.3.6 Inspection : All reinforcement shall be inspected and approved by the Engineer before placing of concrete.	
	3.4 Concrete	
	3.4.1 Scope : This includes labor, materials, equipment, transportation and services required to furnish and pour all concrete members as shown on drawings and/or specified herein.	
	3.4.2 Required Submittals :	
	3.4.2a Concrete placing schedule including location of proposed construction joints.	
	3.4.2b Mill certificates of cement from supplier	
	3.4.2c Laboratory test reports on aggregate as per paragraph 110.1.1 of this section.	
	3.4.2d Laboratory test reports on Mix Designs for all classes of concrete required as per paragraph 104 of this section.	
	3.4.2e Drying Shrinkage test reports on concrete as per paragraph 110.2.1 of this section.	
	3.4.3 Materials :	
	3.4.3a Cement shall conform to ASTM C- 150, type I or II, and shall be constant and of same brand and source throughout the project.	
	3.4.3b Coarse Aggregate	
	5.4.3b1 Shall comply with ASTM C-33, sound crushed stone or hard gravel from sources with proven history of successful use. Sources shall be constant unless prior notice is given to the Engineer for approval after re-check of Mix Design.	
	5.4.3b2 Shall have no pieces larger than specified in General Notes, and shall be properly graded from 6mm (1/4") in size to maximum use.	
	5.4.3b3 Shall be clean, chemically inert, hard, durable, of limited porosity and free from adhering coatings, clay lumps, and organic or other impurities.	

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	5.4.3c Fine Aggregate shall comply with ASTM C-33, of hard and durable grains of natural sand, and shall be free from coagulate lumps and shall contain not more than 1% of clay and silt by volume.	
	5.4.3d Water shall be clean and free of impurities detrimental	

	to concrete.	
	5.4.3e Concrete Admixture for water reduction, increase of plasticity and early strength maybe used subject to prior approval by the Engineer.	
	5.4.3e1 No Admixture containing calcium chloride shall be used.	
	5.4.3e2 All Admixture shall be used in strict accordance with the manufacture's recommendations and under the control of the testing wick designs the concrete mixes.	
	3.4.4 Mix Design : Concrete mixes shall be designed based on trial Batch Methods by a qualified testing laboratory. All final designed mixes shall be submitted to the Engineer for approval prior to the beginning of work.	
	3.4.4a All mixes shall meet the requirements as called for in the General Notes .	
	3.4.4b All materials shall be mixed in proportions by weight.	
	3.4.4c Cement content shall be kept to a minimum in order to prevent shrinkage cracks.	
	3.4.4d Water/cement ratio shall be kept to a minimum, and the concrete slump shall not exceed the requirements as called for in General notes.	
	3.4.4e Drying-Shrinkage test for each trial batch of each proposed mix design for pre-stressed concrete as paragraph 110.2.1 of this section.	
	3.4.5 Mixing : Except as otherwise specified, concrete maybe job-mixed \ or Ready-mixed at contractor's option.	
	3.4.5a Job-Mixed Concrete shall be done in a batch mixer of approved type. All materials shall be measured in weigh-batcher separately in proper order to assure that they are in right proportions.mixing shall be continued after all ingredients are in mixer for at least 1 ½ minutes before any	
	Part of the batch is released. The mixing drum shall revolve at rate peripheral speed of 200 ft. per minute and shall be completely emptied before any portion of the succeeding batch is placed therein.	
	3.4.5b <u>ReadyMixed or Transit Mixed Concrete</u> shall meet all the requirements of ASTM C-94 and following conditions:	

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	5.4.5b1 Central Mixing Plant shall be equipped to properly segregate and accurately weigh various components of the mix. Equipment shall be adequate and kept in good mechanical conditions at all times.	
	5.4.5b2 Rate delivery, hauling time, mixing time, and hopper capacity shall be such that all mixed concrete shall be	

	placed into the forms within 60 minutes from time of introduction of cement and water to mixer.	
	5.4.5b3 Rotation of transit mixing drums shall produce peripheral speed of approximately 200 ft. per minute. Mixing period shall be no less than 5 minutes	
	5.4.5b4 All concrete shall be kept continuously agitated until discharged into the hopper at the jobsite.	
	5.4.5b5 No water shall be added at any truck unless specifically authorized and in such quantity as will be necessary in the opinion of the Engineer to secure the desired slump.	
	3.4.6 Placing :	
	3.4.6a No concrete shall be placed without prior approval by the Engineer.	
	3.4.6b All forms shall be thoroughly wetted before placing of concrete	
	3.4.6c Concrete shall be placed as soon as possible to its final position by approved methods of conveying which will prevent segregation and shall be carried on in a continuous operation as far as practical to avoid cold joints.	
	3.4.6d No concrete that has been partially hardened or has been contaminated by foreign materials shall be deposited in the structure.	
	3.4.6e No concrete shall be placed under heavy rains unless otherwise approved by the Engineer.	
	3.4.7 Compacting : All concrete, immediately upon placing into forms, shall be thoroughly consolidated by vibrators. All vibrators must be of approved type and used strictly in accordance with the Engineer's instructions.	
	3.4.8 Compacting Joints : Where a joint has been made in the structure, the surface of concrete shall be thoroughly cleaned and roughened by approved methods, and shall be wetted and applied with a coat of grout immediately before placing of new concrete.	
	3.4.9 Curing :	
	3.4.9a Fresh concrete shall be protected from direct hot sun or dry wind by proper method to cover the exposed surface as directed by the Engineer if such a weather condition were encountered	
	3.4.9b Concrete shall be kept moist for a period of not less than 7 days after placing. If high early strength concrete is used, the period may be reduced to a minimum of 3 days.	
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	3.4.10 Testing :	
	3.4.10a <u>Material Tests :</u>	
	3.4.10a1 <u>Aggregate analysis</u> shall be made for both Coarse and all Fine as per ASTM C-33.	
	3.4.10b2 <u>Cement Test</u> shall be made as per ASTM C-150 unless mill certificates are furnished.	
	3.4.10b <u>Concrete Tests :</u>	

	3.4.10b1 <u>Drying-Shrinkage Test</u> for each trial batch or each proposed Mix Design for prestressed concrete shall be made as per ASTM C-157 with the following modifications:	
	3.4.10b1.1 Make three 4" x 4" x 11" concrete specimens for each test with 20 mm (3/4") maximum size of hardrock aggregate.	
	3.4.10b1.2 The average Drying-Shrinkage after 7 days of moist curing and 21 days of actual drying (28 days after casting) shall not exceed the specified limit of 0.042%	
	3.4.10b2 <u>Make Slump Test</u> as per ASTM C-143 at time of taking compression test cylinders at jobsite during placing of concrete	
	3.4.10b3 <u>Make Test Cylinders</u> of 150 mm x 300 mm (6"x12") standard size as per ASTM C-31 with modifications as follows for prestressed concrete and ordinary concrete respectively:	
	3.4.10b3.1 <u>For Prestressed Concrete</u> :	
	3.4.10b3.1.1 Make one set of at least 4 cylinders from each 75 cubic meters of concrete, of fraction thereof, placed each day for each mix.	
	3.4.10b3.1.2 Mark each set of cylinder and keep accurate record showing the location of concrete in the structure which the cylinders represent.	
	3.4.10b3.1.3 All test cylinders shall be carefully stored at the jobsite under the same curing condition as the concrete poured, and delivered to the testing laboratory without damage as per ASTM C-31	
	3.4.10b3.1.4 Use one cylinder of each set for 3-days test of the intended time period for Tensioning or Detensioning; one each set for 7-day test; one each set for 28-days test; and one for spare.	
	3.4.10b3.2 <u>For Ordinary Concrete</u> : Similar procedure as above except three test cylinders shall be required for each set; one each set for 7 day test one each set for 28-day test; and one for spare	
	3.4.10b4 <u>Make Compression Test</u> by testing laboratory as per ASTM C-42 and C-39	
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	3.4.10b5 <u>Core Tests</u> : In the event of the last cylinder, when tested is below the specified strength, the Engineer may require test cores of hardened structure to be taken by the testing laboratory in accordance with ASTM C-42 and C-39	
	3.4.10b6 <u>Air Content Test</u> as per ASTM at C-260 or C-494 at time of taking test cylinders at jobsite if any concrete admixture has been used in the mix.	

	3.5 Structural Steel	
	3.5.1 Work Included : This section shall include furnishing, fabrication, erection or installation of all materials including anchor bolts, erection bolts, bracing, beams, girders, columns, trusses and all other structural steel work indicated in the plans of specified herein.	
	3.5.2 <u>Materials :</u>	
	3.5.2a All Structural steel required for this structure shall conform to “SPECIFICATIONS FOR STRUCTURAL STEEL” (ASTM A-36 latest revision), for rolled and built-up sections.	
	3.5.2b All arc-welding electrodes shall conform to the requirements of the American Welding Society “SPECIFICATIONS FOR IRON AND STEEL ARC-WELDING ELECTRODES”, Latest revisio.	
	3.5.3 <u>Connections :</u> Shop connections shall be welded unless otherwise indicated in the plans All connections shall develop the full strength of the members.	
	3.5.4 <u>Workmanship and Fabrication :</u> Workmanship and fabrication shall be in accordance with AISC SPECIFICATIONS FOR DESIGN, “FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS”.	
	3.5.5 <u>Welding :</u>	
	3.5.5a Welding in shop and field shall be done by operators who have been previously qualified by test as prescribed in the American welding Society “Standard Qualification Procedure” to perform the type of work required.	
	3.5.5b Equipment shall be of type which will produce proper current so that the operator may produce satisfactory weld. The welding machine shall be of 200-400 ampere, 25-420 volt capacity	
	3.5.5c Electrodes shall be of classifications number AWS A5, 1-69 E60XX or E70xx and shall be suitable for positions & other conditions of intended use in accordance with the instructions with each container.	
	3.5.5d Field welding shall be done by direct current	
	3.5.5e The technicians of welding employed, the appearance and quality of weld made, and then methods of correcting defective work shall conform to the American Welding Society “Code for Arc-Welding in Building Construction, Section 4, Workmanship”,	
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	3.5.5f Surface to be welded shall be free from loose scale, rust, grease. Paint and other foreign material except that will scale which withstands vigorous wire brushing may remain. A light film from linsed oil may likewise be disregarded. Joint surfaces shall be free from fins and tears	
	3.5.5g Finished members shall be true to line and free from twists, bends and open joints.	

	3.5.6 Painting :	
	3.5.6a Paint shall be delivered to the shop and jobsite in original sealed containers, which shall be clearly marked with the manufacturer's name & the identifying brand number of name. The paint shall be used as prepared by the manufacturer without thinning or other mixture.	
	3.5.6b All painting shall be done on dry surface, free from rust, loose mill scale, and grease. Surfaces in contact shall be cleaned by effective means but not painted, except that contact surface of exposed exterior steel, such as tank supports, shall be painted	
	3.5.6c All steel, except where it is to be encased in concrete, shall be painted as follows:	
	1 st Coat – Medium oil alkyd-based red oxide zinc chromate Primer FEDERAL GLOSS COAT 24 CRP 1.5 mils dry film thickness.	
	2 nd Coat – Medium oil oxidizing Alkyd FEDERAL GLOSS COAT ALKYD GRAY ENAMEL 20E 1.5 mils dry film thickness.	
	3 rd Coat – Same as 2 nd Coat but different color 1.5 mils dry film thickness	
	3.5.6d All field rivets. Bolts, field welds, and serious abrasions to the shop coat shall be spot-painted with the materials used in item 3.	
	3.5.6e Steel encased concrete shall not be painted. However, steel with furring only (plaster on expanded metal) shall be painted.	
	3.5.7 Erection : Erection shall include the setting of all structural steel as called for under the contract for furnishing and delivery of structural steel including temporary supports.	
	3.5.8 Field Measurement : The contractor shall make measurement in the field to verify or supplement dimensions shown on structural drawings, and he shall take the responsibility for the fit of the new steel to the existing work.	

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	3.5.9 Shop (Fabrication) Drawing : The contractor, immediately on the award of the contract, shall prepare shop (fabrication) drawings of all structural steel, based on the designs for the approval of the Engineer. The preparation of these drawings shall not be sublet without the Engineer's permission. These drawings shall show all requirements necessary for the structure, and shall be based on the AISC Specifications. Approval of these drawings shall be primarily with reference to sections and connections and checking in only for conformance with design concept and compliance with information given in the Contract Documents.	

	The Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for the correct fitting of the component parts; for the information that pertains solely to the fabrication processes as to techniques of construction and for coordination of the work all trades	
	3.6 Masonry	
	3.6.1 Mortar & Masonry Grout – Use locally manufactured Portland cement & river sand.	
	3.6.2 Masonry Reinforcing & Accessories – Use deformed reinforcing bars. Refer to Structural Drawinga and Specifications.	
	3.6.3 Concrete Hollow Blocks – use concrete hollow blocks with nominal sizes of 150mm. X 200mm. X 400mm. And 100mm. X 200mm x 400mm. Refer to Structural Drawings and Specifications. Submit sample for approval.	
	3.6.4 All other structural materials not specified herein, refer to Structural Drawings and Specifications.	
IV	Waterproofing Works	
	4.1 Materials	
	4.1.1 Primer : Macro-Molecular Polymer Concrete Primer	
	<i>Mixture</i> : 1 gal mixed w/ 1-1.5 gallons of water. Apply by brush or roller	
	<i>Area Coverage</i> : 1 gallon=25 – 35 sqm(single coat only)	
	<i>Concrete Repair</i> : 1 gallon + 2-2.5kg Water + 1kg Cement + 3kg Sand	
	4.1.2 Top Coat : Multi-Copolymerized Resin Waterproofing Film	
	<i>Mixture</i> : 1 gallon w/300-350 ml of water. Stir well. Apply by brush	
	: 1 pail (consist of 5 gallons) =1.5 liters of water	
	<i>Area Coverage</i> : 1 gallon=4 sqm (2 coats)	
	<i>Applicable For</i> : Concrete Surface, Metal, Wood & Plastic	
	<i>Technical Data</i> :	
	<ul style="list-style-type: none"> • <i>adhesion to surface</i> : 18 kg/cm² (JIS.K6848) • <i>Pulling Resistance force</i> : 29kg/cm² (JIS.K6301) • <i>Tensibility Ratio</i> : Above 450% (JIS.K6301) • <i>Permeability test</i> : 13.7mg/cm² (JIS.Z0208) • <i>Main Content</i> : Multi-Copolymerized Resin 	
	4.2 Application Details :	
	4.2.1 Clean the area to be waterproof. Removed all traces of water, dirt protruding materials and other contaminants.	
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	4.2.2 Areas to receive waterproofing should be dried prior to printing	
	4.2.3 Application of PRIMER (for concrete application only), by paint brush or roller brush. Drying time would take 30-40 minutes for outdoor & not more than 2 hours fpr indoor application or depending on the condition of the surface. Before applying the 1 st coat of TOP COAT	
	4.2.4 Application of 1 st TOPCOAT waterproofing film by paint or roller brush. 30-40 minutes/2 hours drying time before applying the 2 nd coat of TOPCOAT.	
	4.2.5 Application of 2 nd TOPCOAT as 2 nd coat. Repeat above instruction	

	Application of 3 rd and 4 th coat as specified.	
	4.2.6 Flood testing after the application of waterproofing	
V	Architectural Finishes	
	5.1 Floor Finishes	
	5.1.1 600mm x 600mm x 3mm thk. Homogenous Vinyl Tiles Mactile, with PU treatment, high traffic resistance & 100% recycleable – for main entry ante room/relatives waiting.	
	5.1.2 600mm x 600mm x 6mm thk. Porcelain Floor Tiles – for staff and patient toilets/T&B's	
	5.1.3 2mm thk. Homogenous Vinyl “Gerflor” roll, with PU treatment, high traffic resistance & 100% recycleable – for all cv lab hallways, holding bays, out-patient area and procedure rooms.	
	5.1.4 300mm x 300mm x 2mm thk. Homogenous Vinyl Tiles Mactile, with PU treatment, high traffic resistance & 100% recycleable – for staff lounge, 2 nd floor hallways, stairs, lockers, conference rooms and offices.	
	5.1.5 Aluminum Nosing with rubber insert – for stairs, T&B door thresholds, shower threshold depressions and stairwell stair nosing	
	5.1.6 Submit above-mentioned floor finishes to EMD for final approval.	
	5.2 Wall Finishes	
	5.2.1 Exterior Walls :	
	a. Reinforced Concrete Wall, sand blated/plastered painted finish	
	b. 150mm thk. CHB Wall, Cement Plastered, Painted	
	c. Use “Boysen” Permacoat Flat Latex PHC Gray B701-B.	
	5.2.2. Interior Walls:	
	a. 150mm thk. CHB wall, smooth cement plastered & painted finish – for exterior perimeter walls, “wet” walls (walls with water & wasteline embedded pipes) and unit perimeter walls.	
	b. 100mm thk. CHB Wall, smooth cement plastered & painted finish – for all interior walls (verify wall staking plan)	
	c. Dry-wall partition using 6mm thk. Fiber-cement wall board on Ga.#18 metal stud frame with 75mm thk. 32 kg/cu.m. Fiberglass insulation; to provide solid wood framing along door jambs and walls with hanging cabinet installations; (verify wall staking plan)	

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	d. Use “Boysen” Healthy Home low odor, low VOC, anti-bacterial premium acrylic water based interior coating . (submit sample for architect's approval, application as per manufacturer's specs).	
	e. 600mm x 600mm x 6mm thk. Porcelin Polished Wall Tiles – for all patient T&Bs and staff toilets.	
	f. 150mm x 900mm x 2mm thk. Wood Vinyl plank “kent”, “Apo” or any approved equal – as indicated;	
	g. 500mm x 500mm 3D PVC/Fiberglass Decorative Cladding – as indicated;	
	h. Baseboard – 100mm PVC Rubberized Baseboard (Chocolate	

	brown)	
	i. All above -mentioned floor finishes shall be submitted to the architect for approval of color, shade & grain of finish.	
	5.3 Ceiling Finishes	
	5.3.1 610mm x 1220mm x 15m thk. AMF Thermatex Fine Stratos acoustic performance ceiling panels or any approved equal, non-sag, micro perforated, SK profile with powder coated aluminum T and shadow line runners on metal furring framing system – for all areas except toilets, general lobby and janitors closets	
	5.3.2 Ordinary 15mm thk. Gypsum Board on metal stud framing system; in Roller Painted Finish , “Boysen” Virtuoso Latex Paint, satin finish – for elevator lobby and lighting coves.	
	5.3.3 4.5mm thk. Fiber-cement ceiling boards on metal stud framing system; in Roller Painted Finish, “Boysen” Virtuoso Latex Paint, satin finish – for all false beams, nurse station drop ceilings, coves and ceiling of public toilets, utilities and janitor's closets.	
	5.3.4 “Boysen-Healthy Home” Anti-Bacterial Latex Paint, Satin Finish- for stair soffits.	
	5.3.5 “Boysen” Permacoat Flat Latex PHC Gray B701-B – for exterior Reinforced Concrete Slab Soffit Bare Finish	
	5.4 Doors	
	5.4.1 Lead lined Steel Doors – for procedure room entry doors and control room doors. (verify)	
	a. Two leaf, casement door (1.80mW x 2.10mH) – two (2) sets – for main entry doors of procedured rooms	
	b. Singles leaf, casement door (0.80mW x 2.10mH) – two (2) sets – for control room doors to procedure rooms	
	c. Jamb – shall be steel, single rabbet in automotive duco finish	
	5.4.2 Aluminum Framed Swing Glass Doors	
	a. Two leaf glass doors (1.80mW X 2.10mH)-two(2) sets for main entry ante	
	b. Two leaf glass doors (1.30mW x 2.10mH)-One(1) set for out-patient area	
	c. One leaf glass doors (0.90mW x 2.10mH)-one(1) set for control room;	
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	d. Jamb – shall be tubular 50mm x 100mm extruded aluminum standard “local” section, analok finish	
	e. Glass – 6mm thk. Polish plate tempered clear glass by “Republic Asahi” or any approved equal.	
	f. Sealant - “DOW Corning”, “Hilti” silicone sealant or any approved equal	
	5.4.3 Wooden Doors & Frames:	
	a. Hollow Core Flush-type Wood Swing Doors – Ordinary plywood on solid wood framing with wood louvers at the bottom: <ul style="list-style-type: none"> • 0.80mW x 2.10mH with viewing glass – three (3) sets for pantry/staff lounge, section heads office and ccu relatives waiting area: • 0.80mW x 2.10mH – for storage, dirty utility, tech rooms & locker rooms; 	

	b. Door jambs shall be from 2"x6" solid treated wood	
	c. Aluminum Louvers – 0.60mW x 0.50mH size including aluminum tubular frame with Z louvers, in analok finish	
	d. Viewing glass on wooden doors shall be 0.50mW x 0.80m H x 6mm thk. Polish plate tempered clear glass by “Republic Asahi” or approved equal.	
	5.4.4 Fiber Cement Doors & Frames :	
	a. Hollow Core Flush-type Fiber Cement Doors-6mm thk. Fiber cement panel on solid wood framing with aluminum louvers at the bottom: <ul style="list-style-type: none"> • 0.90mW x 2.10mH – for patient toilets and EF room; • 0.80mW x 2.10mH – for public male & female staff toilets; 	
	d. Door jambs shall be from 2" x 6" solid treated wood.	
	e. Provider aluminum Z louvers in 0.60mW x 0.50mH aluminum tubular frame in analok finish, to be placed at the lower portion of door	
	f. Viewing glass on wooden doors shall be 0.50mW x 0.80mH x 6mm thk. Polish plate tempered clear glass by “Republic Asahi” or approved equal	
	g. Provide NHN door closers on all doors	
	h. Provide double deadline and stainless steel pushplate and pulihandle for public toilets	
	5.4.5 Laminated Folding Door Partition:	
	a. manually operated laminated panels with 125mm wide and 12.5mm thick medium density fibreboard (MDF) panel core.	
	b. Includes “sensory action” factory-extruded vinyl hinges, haevy duty aluminum railtracks two polymer-molded on steel ball bearing carrier wheels, and “tongue and groove” jamb post receptacles with self locking flexible vinyl seals.	
	5.5 Windows	
	5.5.1 Aluminum Framed Exterior Fixed & Operable Glass Windows: <ul style="list-style-type: none"> - Fixed & operable (awning) exterior windows panels – aluminum frame of haevy duty “local” type, analok finish, 2.10m high with 0.60m operable awning type, width as indicated in floor plan and elevations 	

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	5.5.2 Aluminum Framed Interior Fixed Glass Windows <ul style="list-style-type: none"> - Fixed interior window panels – on office windows, patient briefing room, head nurse office, fellow's room and conference room, 1.20mH x width as indicated in floor plan (window still is 0.90m from FFL); 	
	5.5.4 Frames shall be tubular 50mm x 100mm extruded aluminum standard “local” section, analok finish.	
	5.5.5 Glass-6mm thk.polish plate clear temperd glass by “Republic Asahi” or approved equal, or thickness as indicated.	
	5.5.6 Sealant- “DOW Corning” or “Hilti” silicon sealant.	
	5.6 Glass & Glazing	
	5.6.1Exterior glass windows – shall be 8mm. Thk. Polish plate tinted	

	tempered glass by “Republic Asahi Glass”. Submit sample for architect’s approval.	
	5.6.2 Interior glass windows- shall be 6mm thk. Polish plate clear tempered glass by “Republic Asahi Glass”. Submit sample for architect’s approval.	
	5.7 Specialty Works	
	5.7.1 Fabrication Works	
	a. fabrication works using luminates plyboards with PVC edging on all surfaces of wooden fabrications using appropriate hardwares for the following : <ul style="list-style-type: none"> • Reading Room workstations; • Office modular workstations • File counter and hanging cabinets; • Office counter cabinet with bookshelf; • staff lockers, two- level ; • Equipementcabinets; • Pantry/staff lounge counter and hanging cabinets; • Storage shelves; 	
	b. Solid Eco-wood, kiln-dried, moisture treated , sanded to smooth finish, sizes and design as indicated by the Architect on wood fabrication units, jambs and headers in contact with concrete with a coat of “coal tar”.	
	c. 4’ x 8’ x ¼” thk. Ordinary or marine ribbon – grain plywood – for cabinets backings, pigeon holes , fromracks, etc.	
	d. 4’ x 8’ x ¾” thk. Plyboard – for reception counters, counter and hanging cabinets, built- in closets, lockers, shelves, etc.	
	e. 4’ x 8’ MF Laminate - for fabrication laminated finishes (submit sample for approval);	
	f. 1x22 PVC Edging – for cabinet door and other panel edges to match color and grain of laminate (submit sample for approval);	
	g. All architectural wood works shall be in automotive duco finish	
	5.7.2 Finishing Hardwares	
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	5.7.2.1 Locksets	
	a.) “Schlage” Bell Model or any approved equal – for all wooden doors;	
	b.) “Schalge” Bell Model keyless type or any approved equal – for all patient T&B doors;	
	c.) Double deadlock - “Yale” or any approved equal – for all wooden doors that needs double security such as offices, equipment rooms, fellows room, conference room and public toilets and EE rooms.	
	d.) Cylindrical deadlock - “Max” or any approved equal – for aluminum doors.	
	5.7.2.2 Hand grab for aluminum doors – shall be stainless steel C profile, 300mm diameter, submit sample for approval	
	5.7.2.3 Door closers:	

	a.) “Ryobi” or any approved equal, overhead closer – for all aluminum swing glass doors;	
	b.) “Schlage”, “NHN” brand or any approved equal – for wooden doors;	
	5.7.2.4 Sliding mechanisms - “Hafele” or any approved equal sliding track and rollers;	
	5.7.2.5 Push plate & pull handle – stainless type, for all public toilets	
	5.7.2.6 Hinges - “Schlage”, “Hafele” or any approved equal. Form 3 ½” x 3 ½” full mortise loose-pin heavy-duty hinges for all wooden doors; heavy duty ball-bearing type for steel doors;	
	5.7.2.7 Barrel bolt - “Baldwin”, “Stanley” or any approved equal, spring type for all patient & staff T&B.	
	5.7.2.8 Cabinet and Miscellaneous Hardware : (submit sample for architect's approval)	
	a. Stainless Steel Piano Hinges – for all cabinet and locker doors;	
	b. Pulls & Handles – stainless steel recessed handles;	
	c. Drawer Guides - “Hafele” or any approved equal.	
	d. Automatic Catch Lock – for two cabinets;	
	e. Drawer lock - “Marco Polo” brand or any approved equal;	
	5.7.2.9 All above-mentioned hardwares to be submitted to EMD for final approval.	
	5.7.3 Granite Finishing Works:	
	a. 3/4” thk. “Emperador Brown” Countertop only for reception counters and central reception area;	
	b. 3/4” thk. “Black Galaxy” granite Countertop, skirting and splashboard – used on all nurse medication rooms and public male & female toilets.	
	c. See architectural spot detail for dimensions and specifications;	
	d. Submit sample for approval;	
	5.7.4 Imperial Curtain aluminum tracks with concealed rollers and hooks – for Satellite Emergency beds, submit sample for approval;	

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	5.7.5 Public toilet cubicles, “Formica” laminated phenolic partitions with stainless steel accessories and fittings – for all male and female public toilets, submit sample for approval;	
	5.7.6 Architectural Toilet accessories:	
	a. Tissue paper holder- stainless steel 304, with cover;	
	b. Shower curtain rod – 19mm diameter stainless steel tubular curtain rod;	
	c. Soap holder – stainless steel 304 wire basket type, wall mounted;	
	d. Robe hook – stainless steel 304, dual type;	
	e. Towel holder bar – 610mm stainless steel 304 square bar with brackets;	
	f. P type and L type 50mm diameter stainless steel handgrab with metal flange, plate cover connected with 4-1/4” diameter dyna bolt connection.	

	g. Face mirror – see glass and gazing;	
	h. Submit samples for approval;	
VI	Painting Works (verify wall and ceiling finishes)	
VII	Plumbing Works	
	7.1 Plumbing Toilet Fixtures	
	7.1.1 Water closets – Close-coupled “American Standard” Winplus II 2399-2, 3 / 4.5 LPF, top flush, dual flush.	
	7.1.2 Lavatories - “American Standard”	
	a. Under counter type Ovalyn 0470 – for patient toilets;	
	b. Semi-pedestal type New Codie Square 430mm 0948/0741 – for staff toilets/T&Bs;	
	7.1.3 Urinal - “Falcon” Waterless urinal, white.	
	7.1.4 Shower - “American Standard” Seva Exposed Bath and Shower Fitting	
	7.1.5 Lavatory Faucet - “American Standard” Seva, single hole, hot & cold -for all patient T&B, staff T&B and public toilets except on stainless steel sinks.	
	7.1.6 Stainless sink lavatory faucet - “American Standard” Ceraplan 5637 Single hole deck-mounted, hot & cold mixer – for all stainless steel sinks of medication rooms and utilities.	
	7.1.7 Stainless steel handwash counter sink with automatic medical grade shower type faucet (verify) – US brand, stainless steel 304, pre-fabricated:	
	7.1.8 Stainless steel kitchen sink:	
	a. 505mmL x 505 mmW x 150mmD – pantry counter sink;	
	b. 25”L x 25” W x 7”D – for all utility room sinks;	
	7.1.9 Stainless steel floor drain with removable cover;	
	7.1.10 Above fixtures shall be submitted to the architect for approval as well as other fixtures & accessories not indicated here shall be submitted to the architect for approval.	
Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	7.2 Piping Line Specifications:	
	7.2.1 Hot & Cold Water Lines shall be polyethylene or polypropylene pipes, “Polymutan” or any approved equal polypropylene pipes.	
	7.2.2 Downspout – Polyvinyl chloride, series 1000, “Neltex” or any approved equal;	
	7.2.3 Storm drainage pipes – Interior polyvinyl chloride, series 1000/class35, “Neltex” or any approved equal.	
	7.2.4 Exterior concrete pipes, ASTM standard for pipes below ground.	
	7.2.5 Vent pipe & stack, soil & waste pipes – PVC series 1000, “Neltex” or any approved equal;	
	7.2.6 Roughing-in “Dong-tek” or PVC for standard cast soil pipes, “Neltex” or any approved equal;	
	7.2.7 Pipe sealant – Polyvinyl chloride solvent cement, 400 cc.	
	7.3 Installation shall conform to the requirements of the latest edition of the National Plumbing Code and Ordinances of Quezon City.	
	7.4 All other plumbing materials not specified herein, refer to	

	Plumbing/Sanitary Drawings and its General Notes and Specifications.	
VIII	Electrical	
	8.1 Circuit Breakers - “Westinghouse” or approved equal	
	8.2 Panel Board - “NEMA” standard or approved equal.	
	8.3 Wiring “Phelps Dodge” or any approved equal, schedule 40 in Polyvinyl Chloride (PVC) conduits. No wire smaller than #2.00mm ² THHN wire shall be used. All power & lighting homeruns shall be #3.5mm ² THHN minimum.	
	8.4 Wiring method shall be in PVC conduits all throughout the system with electrical devices, junction boxes & necessary electrical fittings, “Panasonic” or any approved equal.	
	8.5 Unless specified in the oload schedule, minimum size of wire and conduit to be used shall be #2.0mm ² Ø THHN & 20mm nominal diameter trade size PVC pipe, respectively. Wire shall be insulated for 600 volts.	
	8.6 Architectural lighting fixtures shall be as follows:	
	8.6.1 610mm x 1220mm x 67mm 2-18W LED light “Fumaco” (or any approved equal) Modena 2424T recessed/T-runner type fluorescent lighting fixture with parabolic mirrorized aluminum reflector & multi-lined satin finished aluminum louvers, spring wire reflector & louver frame clips – for general lighting on all rooms except patient rooms & T&B.	
	8.6.2 300mm x 610mm LED panel lighting fixture – fro diagnostic rooms.	
	8.6.3 150mmØ LED pinlight fixture, powder-coated reflector finish with clear	
	8.6.4 Exit lights – LED wall mounted	
	8.6.5 Emergency Lights – LED type	
	8.7 Switches - “Panasonic” wide series switch plates or any approved equal.	
	8.8 Communication cables “Belden or any approved equal, shall be as follows:	

Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	8.8.1 Data cable shall be CAT6A gray color;	
	8.8.2 Paging & telephone cables shall be UTP CAT5e blue color with 4 pairs;	
	8.8.3 Tapping to existing PABX Room @ 2 nd floor Annex, shall be included in the contractor's scope of work.	
	8.9 Nurse call light system – one (1) set main stations of nurse call system, “Rauland Borg” or any approved equal, with 10 substations.	
	8.9.1 Ten (10) patient button with reset button & intercom, loation to be verified;	
	8.9.2 Ten (10) call light, to be placed on top of patient room entrance door;	
	8.9.3 Ten (10) emergency button, location to be verified;	
	8.9.4 Nurse call system must be of accredited International Standards (UL, CE, TVV or equal).	
	8.10 CATV system – Cable TV outlets wired with RG-6 Coaxial Cable to be tapped to existing PABX Room @ 2 nd floor Annex.	
	8.11 All works shall conform to the latest and approved edition of the	

	Philippine Eletrical Code as applied in the Philippines with the standard rules and regulations of the authorities as well as the local power, telephone companies and other authorities concerned in the enforcement of electrical laws & ordinances.	
	8.12 All other electrical materials not specified herein, refer to Electrical Drawings and its General Notes & Specifications.	
IX	Mechanical	
	9.1 Air Conditioning System	
	9.1.1 Air conditioning units shall be ducted AC System 440V, three-phase, 60Hz, “Daikin”, “Hitachi” or any approved equal.	
	9.1.2 Refrigerant piping shall be type-L, hard drawn, seamless copper. Condensate drain piping shall be PVC schedule 40. Sample for EMD approval.	
	9.1.3 Pipe supports for insulated pipes with vapor barrier insulation must be provided with steel sheet saddles. Likewise, it should be extended up to the hanger or support 250mm above top of the insulated pipe.	
	9.1.4 Pipes shall be anchored, plumb & parallel to building lines. Pipe hanger & supports shall be installed @ 1200mm on center. All penetrations through walls, floors & roof shall be provided with pipe sleeves with 3mm thk., rubber between pipe & support.	
	9.1.5 All equipment shall be mounted on or supported by vibration isolators or assembly.	
	9.1.6 All piping shall be leak tested with pressure of at least 1½” times the design work pressure.	
	9.1.7 Supply & return duct shall be properly insulated with polyurethane of appropriate thickness.	
	9.1.8 All other mechanical materials not specified herein, refer to Mechanical Drawings and its General Notes & Specifications.	
Item	Specifications Project: 1 Lot Cardiac Catheterization Machine (Angiogram) with Construction of 2 Storey Bldg.	Statement of Compliance
	9.2 Fire Sprinkler System	
	9.2.1 Specifications:	
	9.2.1.1 Size of Main Riser – 150mm B.I. Pipe Schedule #40.	
	9.2.1.2 Size of Zone Gate Valve – 150mm Ø @ 250 – 300 Psig	
	9.2.1.3 Sprinkler Head Temperature Rating – 57 to 77°C, ½” diameter	
	9.2.2 The Sprinkler System shall be provided with the following;	
	9.2.2.1 System Main Drain Valve	
	9.2.2.2 Hydraulic Calculation	
	9.2.2.3 Auxiliary Drain on trapped section of pipe	
	9.2.2.4 Inspector Tests connections not less than 25mm.	
	9.2.2.5 Pipe sleeves of proper size.	
	9.2.2.6 Pipe sway – bracing the pipe hangers conforming to fire code.	
	9.2.3 There shall be sufficient number of hydrants to concentrate the required flow above any building protected.	
	9.2.4 An adequate fire hose with cabinet and approved adjustable nozzle with shut-off valve complete with Fire Axe with bracket, Hydrants Wrench & Hose Coupling with gaskets shall be installed.	
	9.2.5 All other requirements not included in this general notes shall be	

	referred to the plan & Fire Code & Mechanical Engineering Code.	
	9.3 Medical Gases, Compressed Air & Oxygen	
	9.3.1 Compressed Air & Oxygen outlet shall be “Ohmeda”, DISS Screw Type.	
	9.3.2 All piping system of adequate sizes shall be copper tube type L, Hard Drawn.	
	9.3.3 Installation of piping system shall be done in a manner that is properly secured with interval of brace & bracket.	
	9.3.4 All piping & fittings shall be oil free prior fully Oxy-Acetylene welding.	
	9.3.5 Monitoring alarm zone valves shall be installed in specified area according to the plan.	
	9.3.6 Individual isolation valve shall be installed for safety purposes.	
	9.3.7 Leak testing of both Oxygen and Compressed Air Outlet shall be done prior to turn over the project.	
	9.3.8 All works shall conform to the latest and approved edition of the Philippine Mechanical Engineering Code.	
	9.3.9 All other materials not specified herein, refer to Mechanical Drawings and its General Notes & Specifications.	
	POST-CONSTRUCTION SERVICES	
1	Preparation of complete AS-BUILT DRAWINGS – shall furnish three (3) sets of signed & sealed required as-built drawings & documents including soft “electronic” copies in CAD & PDF for EMD filing purposes permit purposes.	
2	Approval of Government Authorities for Occupancy Permit Application – shall assist PHC in filing the required documents to secure approval of government authorities having jurisdiction over the design of the Project.	

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Schedule of Prices** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be

completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 12 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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GENERAL 12

.1 Scope of Bid 12

The Procuring Entity named in the BDS invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications 12

The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28. 12

.2 Source of Funds 12

.3 Corrupt, Fraudulent, Collusive, and Coercive Practices 12

Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity: 12

(a) defines, for purposes of this provision, the terms set forth below as follows: 12

(i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019. 12

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition. 12

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels. 12

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; 13

(v) “obstructive practice” is 13

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract. 13

Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3. 13

Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 2. 13

.4 Conflict of Interest 13

All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below: 13

(c) A Bidder has controlling shareholders in common with another Bidder; 14

(d) A Bidder receives or has received any direct or indirect subsidy from any other Bidder; 14

(e) A Bidder has the same legal representative as that of another Bidder for purposes of this bid; 14

(f) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; 14

(g) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; 14

(h) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or 14

(i) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project. 14

In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons: 14

(j) If the Bidder is an individual or a sole proprietorship, to the Bidder himself; 14

(k) If the Bidder is a partnership, to all its officers and members; 14

(l) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; 14

(m) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and	14
(n) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.	15
Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.	15
.5 Eligible Bidders	15
Unless otherwise provided in the BDS, the following persons shall be eligible to participate in this bidding:	15
(o) Duly licensed Filipino citizens/sole proprietorships;	15
(p) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;	15
(q) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;	15
(r) Cooperatives duly organized under the laws of the Philippines; and	15
(s) Persons/entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).	15
Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:	15
(t) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;	15
(u) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;	15
(v) When the Goods sought to be procured are not available from local suppliers; or	15
(w) When there is a need to prevent situations that defeat competition or restrain trade.	15
Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.	15
Unless otherwise provided in the BDS, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.	16
For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(ii).	16

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:
1 16

.6 Bidder’s Responsibilities 18

The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12. 16

The Bidder is responsible for the following: 16

(x) Having taken steps to carefully examine all of the Bidding Documents; 16

(y) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract; 16

(z) Having made an estimate of the facilities available and needed for the contract to be bid, if any; 16

(aa) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10. 16

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. 18

It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project. 18

The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent. 18

Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way. 18

The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. 18

The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid. 18

.7 Origin of Goods 18

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.

1 18

.8 Subcontracts 18

.1.2. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the

BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project. 19

.1.3. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed. 19

.1.4. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid. 19

CONTENTS OF BIDDING DOCUMENTS 19

.9 Pre-Bid Conference 19

(a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project. 19

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

2 19

Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request. 19

9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids. 19

.10 Clarification and Amendment of Bidding Documents 20

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids. 20

The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids. 20

Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment. 20

Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23. 20

PREPARATION OF BIDS 20

.11 Language of Bids 20

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid. 20

.12 Documents Comprising the Bid: Eligibility and Technical Components 20

.1.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents: 20

(a) Eligibility Documents – 20

Class “A” Documents: 21

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR. 21

(ii) Statement 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 21

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS. 21

The two statements required shall indicate for each contract the following: 21

(ii.1) name of the contract; 21

(ii.2) date of the contract; 21

(ii.3) contract duration;	21
(ii.4) owner’s name and address;	21
(ii.5) kinds of Goods;	21
(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;	21
(ii.7) For Statement of SLCC - 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;	21
(ii.8) date of delivery; and	21
(ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.	21
(iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.	21
Class “B” Document:	21
(iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.	22
(b) Technical Documents –	22
(i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:	22
(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or	22
(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;	22
(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and	22
(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.	22
(iv) For foreign bidders claiming eligibility by reason of their country’s extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.	22
<u>.13 Documents Comprising the Bid: Financial Component</u>	22
Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:	22
(c) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15 and 15;	22

- (d) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and 22
- (e) Any other document related to the financial component of the bid as stated in the BDS. 22
- (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted. 22
- (b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met: 23

.14 Alternative Bids **23**

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes. 23
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned. 23

.15 Bid Prices **23**

- The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. 23
- The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished. 24
- The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris. 24
- Prices indicated on the Price Schedule shall be entered separately in the following manner: 24
- (f) For Goods offered from within the Procuring Entity's country: 24
- (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable); 24

(iii) The cost of all customs duties and sales and other taxes already paid or payable;	24
(iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and	24
(iv) The price of other (incidental) services, if any, listed in the BDS.	24
(g) For Goods offered from abroad:	24
(i) Unless otherwise stated in the BDS, the price of the Goods shall be quoted 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.	24
(ii) The price of other (incidental) services, if any, listed in the BDS.	24
(h) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations	24
Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.	24
All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.	25
.16 Bid Currencies	25
Prices shall be quoted in the following currencies:	25
(i) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.	25
(j) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the BDS. 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 Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.	25
If so allowed in accordance with ITB Clause 16, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.	25
Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.	25
.17 Bid Validity	25

Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids. 25

In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid. 25

.18 Bid Security 26

The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule: 26

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB. 26

The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive. 27

No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18. 27

Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18. 27

The bid security may be forfeited: 27

(n) if a Bidder: 27

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17; 27

(ii) does not accept the correction of errors pursuant to ITB Clause 28; 27

(iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2; 27

(iv) submission of eligibility requirements containing false information or falsified documents;	27
(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;	27
(vi) allowing the use of one's name, or using the name of another for purposes of public bidding;	27
(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;	27
(viii) refusal or failure to post the required performance security within the prescribed time;	28
(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;	28
(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;	28
(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or	28
(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.	28
(o) if the successful Bidder:	28
(i) fails to sign the contract in accordance with ITB Clause 32; or	28
(ii) fails to furnish performance security in accordance with ITB Clause 33.	28
<u>.19 Format and Signing of Bids</u>	28

Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement. 28

Forms as mentioned in ITB Clause 19 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested. 28

The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail. 28

Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid. 28

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder. 28

.20 Sealing and Marking of Bids 29

Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”. 29

Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope. 29

The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s. 29

All envelopes shall: 29

(p) contain the name of the contract to be bid in capital letters; 29

(q) bear the name and address of the Bidder in capital letters 29

(r) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 1; 29

(s) bear the specific identification of this bidding process indicated in the ITB Clause 1; and 29

(t) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 21. 29

Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. 29

SUBMISSION AND OPENING OF BIDS 29

.21 Deadline for Submission of Bids 29

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the BDS. 29

.22 Late Bids 29

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted. 30

.23 Modification and Withdrawal of Bids 30

The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission

and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened. 30

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter. 30

Bids requested to be withdrawn in accordance with ITB Clause 23 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract. 30

No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR. 30

.24 Opening and Preliminary Examination of Bids 30

The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned. 30

Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”. 31

Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13, the

BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.	31
Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.	31
All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.	31
In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:	31
(a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;	31
(b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and	31
(c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.	31
Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.	31
The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.	32
24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.	32
24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.	32

EVALUATION AND COMPARISON OF BIDS 32

.25 Process to be Confidential 32

Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with

any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.	32
Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.	32
<u>.26 Clarification of Bids</u>	32
To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.	32
<u>.27 Domestic Preference</u>	32
Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:	32
3	32
(d) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.	32
(e) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).	33
(f) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.	33
(g) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.	33
A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.	33
<u>.28 Detailed Evaluation and Comparison of Bids</u>	33
The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.	33
The Lowest Calculated Bid shall be determined in two steps:	33
(h) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and	33
(i) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.	33

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 following in the evaluation of bids: 33

(j) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and 33

(k) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices. 3 34

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS. 34

The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices. 34

Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison. 34

If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3. 34

.29 Post-Qualification 34

The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13. 34

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. 34

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184. 34

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days. 35

If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower. 35

A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award. 35

Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation. 35

In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184. 35

.30 Reservation Clause 35

Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract. 35

Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:	35
(l) If there is prima facie evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;	36
(m) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or	36
(n) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:	36
(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;	36
(ii) If the project is no longer necessary as determined by the HoPE; and	36
(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.	36
In addition, the Procuring Entity may likewise declare a failure of bidding when:	36
(o) No bids are received;	36
(p) All prospective Bidders are declared ineligible;	36
(q) All bids fail to comply with all the bid requirements or fail post-qualification; or	36
AWARD OF CONTRACT	36
.31 Contract Award	36
Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.	36
Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.	36
Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:	37
(s) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:	37
(i) Valid JVA, if applicable; or	37
(ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;	37
(t) Posting of the performance security in accordance with ITB Clause 33;	37

(Ou Signing of the contract as provided in ITB Clause 32; and	37
(Ov Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.	37
At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.	37
<u>.32 Signing of the Contract</u>	37
At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.	37
Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.	37
The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.	37
The following documents shall form part of the contract:	37
(Ow Contract Agreement;	37
(Ox Bidding Documents;	37
(Oy Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;	37
(Oz Performance Security;	38
(Oaa Notice of Award of Contract; and	38
(Obb Other contract documents that may be required by existing laws and/or specified in the BDS.	38
<u>.33 Performance Security</u>	38
To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.	38
The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:	38
Form of Performance Security	38
Amount of Performance Security	38
(Not less than the Percentage of the Total Contract Price)	38
(Occ Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	38

For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	38
Five percent (5%)	38
(odd Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	38
For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	38
(ee Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	38
Thirty percent (30%)	38
Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.	39
<u>.34 Notice to Proceed</u>	39
Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.	39
<u>.35 Protest Mechanism</u>	39
Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.	39
SECTION III. BID DATA SHEET 40	
SECTION IV. GENERAL CONDITIONS OF CONTRACT 45	
<u>.1 Definitions</u>	49
In this Contract, the following terms shall be interpreted as indicated:	49
(off "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.	49
(ogg "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.	49

- 0hh “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract. 49
- 0ii “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. 49
- 0jj “GCC” means the General Conditions of Contract contained in this Section. 49
- 0kk “SCC” means the Special Conditions of Contract. 49
- 0ll “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC. 49
- 0mm “The Procuring Entity’s country” is the Philippines. 49
- 0nn “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC. 49
- 0oo The “Funding Source” means the organization named in the SCC. 49
- 0pp “The Project Site,” where applicable, means the place or places named in the SCC. 49
- 0qq “Day” means calendar day. 49
- 0rr The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract. 49
- 0ss “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate. 50

.1 Corrupt, Fraudulent, Collusive, and Coercive Practices **50**

- Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity: 50
- 0tt defines, for the purposes of this provision, the terms set forth below as follows: 50
 - 0i "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019. 50
 - 0ii "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring

Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.	50
(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.	50
(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;	50
(v) “obstructive practice” is	50
(uu) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.	51
Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 1.	51
<u>.2 Inspection and Audit by the Funding Source</u>	51
<u>.3 Governing Law and Language</u>	51
This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.	51
This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.	51
<u>.4 Notices</u>	51
Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.	51
A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 4.	52
<u>.5 Scope of Contract</u>	52
The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.	52
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. Any additional requirements for the completion of this Contract shall be provided in the SCC.	52
<u>.6 Subcontracting</u>	52

Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen. 52

If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed. 52

.7 Procuring Entity's Responsibilities 52

Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. 52

The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 5. 52

.8 Prices 52

For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause. 52

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 28. 53

.9 Payment 53

Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 16. 53

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 5, and upon fulfillment of other obligations stipulated in this Contract.

53

Pursuant to GCC Clause 9, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.	53
5	53
Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.	53
Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.	53
<u>.10 Advance Payment and Terms of Payment</u>	53
Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.	53
All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.	53
For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:	53
()vv On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.	54
()ww On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.	54
()xx On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.	54
<u>.11 Taxes and Duties</u>	54
The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.	54
<u>.12 Performance Security</u>	54
Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the ITB Clause 33.	54
The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.	54
The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.	54
The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:	54
(yy) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;	54
(zz) The Supplier has no pending claims for labor and materials filed against it; and	55
(aaa) Other terms specified in the SCC.	55
In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.	55
.13 Use of Contract Documents and Information	55
The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity’s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.	55
Any document, other than this Contract itself, enumerated in GCC Clause 13 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under this Contract if so required by the Procuring Entity.	55
.14 Standards	55
.15 Inspection and Tests	55
The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.	55
If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.	55

The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 56

The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 4. 56

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract. 56

.16 Warranty 56

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise. 56

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. 56

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met. 56

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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity. 56

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 16, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law. 56

.17 Delays in the Supplier's Performance 57

Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements. 57

If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 21, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract. 57

Except as provided under GCC Clause 21, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 28 without the application of liquidated damages. 57

.18 Liquidated Damages 57

Subject to GCC Clauses 17 and 21, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 22, without prejudice to other courses of action and remedies open to it. 57

.19 Settlement of Disputes 57

If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 57

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 57

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract. 58

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004." 58

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier. 58

.20 Liability of the Supplier 58

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC. 58

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. 58

.21 Force Majeure 58

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure. 58

For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 58

If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure. 58

.22 Termination for Default 58

The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation: 59

(bbb) Outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; 59

(ccc) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or 59

(ddd) The Supplier fails to perform any other obligation under the Contract. 59

In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 22 to 25, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or

Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated. 59

In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier. 59

.23 Termination for Insolvency 59

.24 Termination for Convenience 59

The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies. 59

The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect: 59

(eee) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or 59

(fff) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier. 59

If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made. 59

.25 Termination for Unlawful Acts 59

The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following: 60

(ggg) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3; 60

(hhh) Drawing up or using forged documents; 60

(iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and 60

(jjj) Any other act analogous to the foregoing. 60

.26 Procedures for Termination of Contracts 60

The following provisions shall govern the procedures for termination of this Contract:

- 60
- (k) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached; 60
- (l) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state: 60
- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; 61
- (ii) the extent of termination, whether in whole or in part; 61
- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and 61
- (iv) special instructions of the Procuring Entity, if any. 61
- (m) The Notice to Terminate shall be accompanied by a copy of the Verified Report; 61
- (n) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract; 61
- (o) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice; 61
- (p) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; 61
- (q) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and 61
- (r) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity. 61

.27 Assignment of Rights **61**

.28 Contract Amendment **62**

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Bid Form

Date: _____
Invitation to Bid⁶ N^o: _____

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:⁷

Name and address of agent	Amount and Currency	Purpose of 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.

6

If ADB, JICA and WB funded projects, use IFB.

⁷ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices

For Goods Offered From Abroad

Name of Bidder _____ Invitation to Bid⁸ Number ____ Page ____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

8

If ADB, JICA and WB funded projects, use IFB.

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid⁹ Number __. Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

[signature]

[in the capacity of]

9

If ADB, JICA and WB funded projects, use IFB.

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

6. **Select one, delete the rest:**

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

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

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

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

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

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

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

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[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 *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 9 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We¹⁰, 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 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 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;

10

Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [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 [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

PHC BIDS AND AWARDS COMMITTEE
CHECKLIST OF REQUIREMENTS ON
BID OPENING

Project, re: *1 Lot Cardiac Catheterization Machine (Angiogram)*
with Construction of 2 storey Bldg.
[ABC: Php107,0000,000.00]

ENVELOPE NO. 1
Eligibility and Technical Components

Instructions:

- 1. The Bidder/Supplier is required to submit their consolidated and labeled bid documents in three (3) holes ring binders.**
- 2. The Bidder/Supplier is directed to submit the following documentary requirements in a sequential manner and properly **TABULATED** for easy reference.**

TAB No.	1. Eligibility Components such as: Certificate of Simplified Supplier's Registration to be issued by the BAC Secretariat prior to the Bid Opening as a result of the prior submission of the requirements on Tab No. I, II, III, IV, V, VI, VII, VIII & IX respectively, or the submission of the following (TAB No. I, II, III, IV, V, VI, VII, VIII & IX)
	Legal Documents
I	Certified True Copy Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.
II	Certified True Copy of Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
III	Certified True Copy of Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
	Technical Documents
IV	Duly Notarized 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.
V	Duly Notarized 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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.
VI	Certified True Copy of the prospective bidder's audited financial statements, showing, among

	others, the prospective bidder'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.
VII	Original Copy of the prospective bidder's computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.
VIII	Certificate of PhilGEPS Registration (Platinum Membership)
	and Class "B" Documents
IX	Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.
	Or Certificate of Simplified Supplier's Registration (CSSR)
	2. Technical Components
X	The bid security shall be in any of the following form and amount: a) Php2,140,000.00 , equivalent to 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b) Php5,350,000.00 , equivalent to 5% of the ABC, if bid security is in Surety Bond. A valid certification from the Insurance Commission must be attached; c) Notarized Bid Securing Declaration
XI	Technical specifications: (1) Brochure (2) Operation or Service Manual (3) Production/Delivery Schedule (4) Manpower Requirements (Trained Personnel for the Project) (5) Submit duly notarized certification for items included in Section VII but not found in the brochure, if applicable
XII	Conformity with technical specifications as enumerated and specified in Sections VI and VII of the Bidding Documents. o Copies of Sections VI and VII of the Biddings Documents and all Bid Bulletin/s issued with the bidder's statement of compliance and signature of the authorized representative;
XIII	Omnibus Sworn Statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms. (GPPB Resolution No. 22-2013 dated 30 July 2013)
XIV	Philippine Bidding Documents including bid bulletins (if any), obtained from the PHC signed on every page by the bidder's authorized representative preferably in blue ink.

ENVELOPE NO. 2
Financial Components

Instruction: The Bidder/Supplier is directed to submit the following documentary requirements in a sequential manner and properly TABULATED for easy reference.

TAB No.	The Financial Proposal shall contain the following:
I	Bid Form: Bidder/Supplier to provide details
II	Schedule of Prices: Bidder/Supplier to provide details
III	Terms of Payment – Bidder/Supplier to issue a duly notarized certification of its acceptance on the Terms of Payment re: full payment after completion and acceptance of the Project.
IV	Delivery Period – Bidder/Supplier to issue a duly notarized certification of its acceptance of the required Delivery Period re: One Hundred Twenty (120) calendar days after acceptance of Contract
V	Warranty – Bidder/Supplier to issue a duly notarized certification of its acceptance of the Warranty re: a. The warranty period will start once the machine is declared operational and would last for 2 years. b. The warranty would include tube and parts of the entire system.

Bidder's Information

Bidder's name:

Address:

Telephone/Fax numbers:

Authorized Representative:

Signature:

POST-QUALIFICATION

The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:

Class “A”

Legal Documents

1. Detailed Evaluation of Section VII. Technical Specifications (refer to page 74)
2. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.
3. Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
4. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

5. Duly Notarized 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.
6. Duly Notarized 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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.
7. The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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.
8. Original Copy of the prospective bidder's computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.
9. Certificate of PhilGEPS Registration (Platinum Membership)

10. Bid Price Proposal of the Bidder

and Class “B” Documents

11. Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.
12. Latest Income Tax Return (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
13. Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
14. Duly Notarized Certificate of Exclusive or Authorized Distributorship.
15. For those who submitted a Notarized Statement to form a Joint Venture during the Opening of Bids, the Joint Venture Agreement will be submitted with a disclosure of the percentage of ownership of both parties.
16. All parties to the Joint Venture shall submit the following:
 - a) Latest Income Tax Returns (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - b) Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
 - c) Certificate of PhilGEPS Registration (Platinum Membership)
17. Duly Notarized Certificate of Good Standing, Completion, **AND** Acceptance from PHC. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidder **with** previous contracts and completed projects with the PHC entered into within the past three (3) years from the submission and receipt of bids); **AND**

Duly Notarized Certificate of Good Standing, Completion, OR Acceptance from at least one (1) previous client. Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidders **without** previous contracts and completed projects with the PHC).
18. Product Demonstration (if required through a written notification by the BAC)

SAMPLE FORM

**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 TO THE PROJECT, FROM THE
SUBMISSION AND RECEIPT OF BIDS**

Name of the contract	Date of the contract	Nature of Work / Kinds of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	Copy of end user's acceptance or official receipt(s) issued for the contract, if completed
Contact Person					
Contact no.					
<u>On-going</u>					
TOTAL :					
<u>Contracts Awarded But Not Yet Started, If Any</u>					
TOTAL :					

NOTE: This statement shall be supported with: NOA/Contract/P.O and Notice to Proceed (if applicable)

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

SAMPLE FORM

Name of the contract	Date of the contract	Nature of Work / Kinds of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	Copy of end user's acceptance or official receipt(s) issued for the contract, if completed
Contact Person					
Contact no.					
<u>Single Largest Contract Similar to the Project within the past three (3) years from the submission and Receipt of Bids</u>					

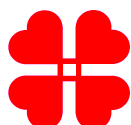
NOTE: This statement shall be supported with: NOA/Contract/P.O and Notice to Proceed (if applicable)

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

SAMPLE FORM



**PHILIPPINE HEART CENTER
EAST AVENUE, QUEZON CITY**

CERTIFICATION OF COMPLETION, ACCEPTANCE AND GOOD STANDING

The undersigned certifies that:

1. _____ (*Name of bidder*) has a previous contract with the Philippine Heart Center (PHC), namely: _____ (*name of contract*) which was signed on _____ (*date of contract*).
2. The said contract was successfully **COMPLETED** by _____ (*name of bidder*) and was fully **ACCEPTED** by the _____ (*name of concerned PHC end-user unit*).
3. _____ (*name of bidder*) is in **GOOD STANDING** as of the date indicated in this Certification.

Issued by: _____
(*Manager, End-User Unit*)

Issued on: _____

