PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Anesthesia Machine Charged to Income (2025-26)

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be

printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

Department of Health
Central Luzon Center for Health Development
MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL
P. Monroe Street, Poblacion, Mariveles, Bataan, Philippines, 2105
Mobile: 0968-8525-604: Office of the Medical Center Chief: 0968-852-6726 mail@mmwgh.gov.ph mmwgh.gov.ph

INVITATION TO BID FOR PROCUREMENT OF ANESTHESIA MACHINE CHARGED TO INCOME

1. The **Mariveles Mental Wellness and General Hospital**, through the **Internally-Generated Fund (IGF)** intends to apply the sum of **Seven Million Forty Thousand Pesos Only (₱7,040,000.00)** being the ABC to payments under the contract for **PROCUREMENT OF ANESTHESIA MACHINE CHARGED TO INCOME (2025-26)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Mariveles Mental Wellness and General Hospital** now invites bids for the above Procurement Project. Delivery of the Goods is required by **45 Calendar Days upon receipt of Purchase Order**. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **MMWGH** and inspect the Bidding Documents at the address given below during M-F; 8am-5pm, except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 17, 2025 - November 7, 2025** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
More than 5 Million up to 10 Million	10,000.00

   The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The **MMWGH** will hold a Pre-Bid Conference on **October 27, 2025 at 1:00PM** at the given address below and/or through video conferencing or webcasting *via Zoom,* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 10, 2025 at 1:00 PM**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

9. Bid opening shall be on **November 10, 2025 at 1:00PM** at the given address below and/or via *Zoom.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **MMWGH** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MARY RODELINE C. DELA CRUZ
BAC Secretariat
Procurement Unit
Mariveles Mental Wellness and General Hospital
P. Monroe Street, Mariveles, Bataan
Email Address: procurement.mmwgh@gmail.com
Website: www.mmwgh.com
Contact No.: +639-688545320

12. You may visit the following website(s):

For downloading of Bidding Documents: **https://mmwgh.com/invitation-to-bid/**

Date of Issue: **October 17, 2025**

SGD.

LAARNI D. MAGLAQUI, MBA
Chairperson, BAC 3

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Mariveles Mental Wellness and General Hospital** wishes to receive Bids for the **Procurement of Anesthesia Machine Charged to Income**, with identification number **2025-26.**

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

The Procurement Project (referred to herein as "Project") is composed of **1 item**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **Seven Million Forty Thousand Pesos Only (₱7,040,000.00).**

2.2. The source of funding is:

a. Internally-Generated Fund (IGF).

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

a. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through Zoom as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Two (2) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until **March 10, 2026**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follow:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

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

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Procurement of Medical Equipment

b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

a. The amount of not less than P <u>140,800.00</u>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than <u>P 352,000.00</u> if bid security is in Surety Bond.</td></tr>
<tr><td>19.3</td><td>
<table>
<tr><th>No.</th><th>ITEMS</th><th>UNIT</th><th>QTY.</th><th>UNIT COST</th><th>AMOUNT</th></tr>
<tr><td>1</td><td>ANESTHESIA MACHINE</td><td>2</td><td>Lot</td><td>3,520,000.00</td><td>7,040,000.00</td></tr>
</table>
</td></tr>
</table>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate 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). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Mr. Vincent A. Isip, MPA – Chief Administrative Officer.** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	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. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	"The terms of payment shall be as follows: request for partial payment shall be made in writing to HoPE."
4	The inspections and tests that will be conducted are: Inspection, Demonstration

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Refer to the Purchase Order and/or Notice to Proceed.			45 calendar days upon receipt of Purchase Order

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

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

TERMS OF REFERENCE

Name of Project

Supply, Delivery, Testing and Commissioning of Brand New
ANESTHESIA MACHINE
(Public Bidding)

Technical Specification

General Technical Requirements

1. The unit must be brand new, unused, and not discontinued or subject to any recall.
2. Must be compliant with ISO 80601-2-13:2022 or its IEC equivalent.
3. Modular design compatible with standard accessories.
4. Specifications are defined using performance ranges to allow multiple compliant models.

Dimensions

Physical Dimensions
- Height: 120–150 cm
- Width: 75–90 cm
- Depth: 60–75 cm
- Weight: 120–170 kg

Top Shelf
- Load capacity: ≥ 20 kg
- Width: 35–50 cm
- Depth: 25–35 cm

Work Surface
- Height: 80–90 cm
- Area: ≥ 1900 cm² without flip shelf, ≥ 2900 cm² with flip shelf

Drawers
- Minimum of three drawers
- Heights: ≥ 8 cm (top/middle), ≥ 13 cm (bottom)
- Width: ≥ 30 cm
- Depth: ≥ 35 cm

Manual Ventilation Bag Arm
- Arm Length: ≥ 35 cm
- Adjustable height range: ≥ 50 cm to ≥ 135 cm

Casters
- Diameter: ≥ 12 cm with caster brakes on at least two wheels

Ventilation Capabilities

Ventilator Display

- Screen size: 15 inches minimum
- Resolution: 1024 x 768 or higher

Ventilation Modes

- Volume Control (VCV)
- Pressure Control (PCV)
- PCV with Volume Guarantee (PCV-VG or equivalent)
- SIMV (Volume and Pressure)
- Pressure Support with apnea backup

Parameter Ranges

- For SIMV, and Pressure Support with Apnea backup (increments of 1 breath per minute) Inspiratory/expiratory ratio: 2:1 to 1:8 (increments of 0.5) (VCV, PCV, PCV-VG)
- Tidal Volume: 5–1500 mL (including 20–1500 mL for VCV, SIMV)
- Increment Settings: 1 mL (20–50 mL), 5 mL (50–100 mL), 10 mL (100–300 mL), 25 mL (300–1000 mL), 50 mL (1000–1500 mL)
- Minute Volume: 0.1–99.9 L/min
- Inspiratory Pressure (Pinsp): 5–60 cmH2O
- Maximum Pressure (Pmax): 12–100 cmH2O
- Pressure Support: Off, 2–40 cmH2O
- Respiratory Rate: 4–100 bpm (VCV, PCV), 2–60 bpm (SIMV, PS)
- I:E Ratio: 2:1 to 1:8
- Inspiratory Time: 0.2–5.0 sec
- Trigger Window: Off, 5–80% of Texp
- Flow Trigger: 0.2–10 L/min
- Inspiration Termination: 5–75%
- Inspiratory Pause: Off, 5–60%
- PEEP: Off to 30 cmH2O (electronically controlled)

Performance

- Peak Gas Flow: ≥ 120 L/min + FGF
- Flow Valve Range: 1–120 L/min
- Flow Compensation: 100 mL/min to 15 L/min

Monitoring and Spirometry

- Waveforms: Pressure-volume, Flow-volume, Pressure-flow
- Alarms for MVexp, MVinsp, MVexp low, PEEPtot, Ppeak
- Sensors: Flow sensor + gas sampler

Breathing Circuit

- CO2 absorbent canister (reusable ≥1370 mL/1150g, disposable ≥1437 mL/1200g)
- Bi-stable Bag-to-Vent switch

- Integrated APL valve: 0.5–70 cmH2O, with tactile indicator ≥30 cmH2O
- Rotation range: 0 to 330° split by pressure zone
- All gas-contact components must be autoclavable at 134°C (except O2 cell and modules)
- Must be latex-free
- Bag mode compliance: ~1.7–1.8 mL/cmH2O
- Auto-compensation for mechanical losses
- Circuit volume: Ventilator ≥ 2000 mL, Bag ≥ 1000 mL

Power and Electrical

- Battery Backup: ≥ 90 mins full operation
- Battery Type: Internal, rechargeable, sealed lead acid
- Leakage Current: <300µA (100–120V), <500µA (220–240V)
- Power Input: 100–240V AC ±10%, 50/60 Hz
- Cord Length: Minimum 5 meters

Accessories

Soda Lime (5 pails), USP-grade:

- A precipitate solid hydrate formed from Hydroxides of Calcium (Calcium hydroxide: 75-85%; Water: 10-20%; Sodium hydroxide: <4%; Soda lime)
- Physical State: Solid
- Appearance: White - Light grey (purple when used- color indicator)
- Odor Odorless
- pH 12 -14
- Density 0.9
- USP CO2 absorption: 23%
- USP hardness 92-95%
- Particle size: 4-8 mesh, pelletized granules
- CO2 absorption: 140 L/kg

Documentary Requirements

1. Product brochure or technical data sheet(s) of the equipment showing the technical specification in English language.

2. Valid and current Certificate of Compliance of manufacturer of the equipment with the latest version of ISO 13485: Quality Management System – Requirements for regulatory purposes in the name of the **manufacturer.** The Certificates must be issued by an independent Certifying Body/Agency.

3. Valid and current Certificate of Compliance and/or Test Report on ISO 80601-2-13:2022 Part 2-13: Particular requirements for basic safety and essential performance of an anaesthetic workstation or its counterpart in IEC.

4. Valid Certificate of Distribution (as Authorized Distributor) issued by the Manufacturer of each equipment authorizing the bidder to sell/distribute the offered equipment.

5. Proof (such as sales invoice) that the Brand of the equipment has been sold to other health facilities in the Philippines.

6. Notarized Certificate from the bidder:
   a) That the brand of the equipment has been in the local and/or international market for at least five (5) years.

   b) That the equipment and its accessories are brand new, unused, not discontinued models and were not subjected to any product recall.

   c) Bidder's valid and current License to Operate (LTO) as medical device distributor issued by the Philippine Food and Drug Administration. In case of expired LTO, the following must be submitted:
   i. Copy of expired LTO
   ii. Application for renewal
   iii. Official Receipt as proof of payment for the renewal of LTO

7. Calibration certificate of the equipment from the manufacturer.

Requirements if awarded the Contract

1. **Completion period:** The delivery, testing and commissioning of the equipment and its accessories, including the training of end-user and maintenance staff must be completed within **45 calendar days** upon receipt of the Purchase order.

2. **Testing:** Prior to acceptance, the end user shall conduct a physical inspection and functionality test. The equipment must be functioning and must have no physical damage and defect.

3. **Training:** The supplier shall provide a training on proper use and maintenance of the equipment to the end-users and to the hospital maintenance staff.

4. **Warranty:** Warranty certificate for two (2) years on parts and on services. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.

5. The supplier must be amenable to customize the required power supply of the equipment to the necessary electrical requirements needed for the operation of the equipment in the hospital

6. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to warranty period.

7. Notarized undertaking that the supplier shall provide free quarterly preventive maintenance and calibration service of the equipment for at least one (1) year.

8. **Manuals:** The supplier provide the end-user one (1) hard and one (1) soft copy of the following:
   a. Service manual in English language
   b. Operations manual in English language

Prepared by:

JAYBERT S. SUCALDITO, MD, DPBA
Medical Specialist II

Recommending Approval:

for
MELANIE EDEN GRACE G. IBALE, MD, FPCP
Head, General Medical Department

Approved by:

LAARNI D. MAGLAQUI, MBA
Bids and Awards Committee 3 Chairperson

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

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

Financial Documents

☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Post Qualification Documents

☐ 1. BIR Form 2303 (BIR Registration Certificate)

☐ 2. Business and Income Tax Return

Note: It is encouraged to submit the above-mentioned Post Qualification documents during Bid Opening to expedite the bidding process.

Requirements upon delivery

1. Retention money in an amount equivalent to 2.5% of every progress payment, or a special bank guarantee equivalent to 2.5% of the total contract price.

Republic of the Philippines
gppb
Government Procurement Policy Board

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor

Address:

PROCUREMENT OF ANESTHESIA MACHINE CHARGED TO INCOME

No.	ITEMS	UNIT	QTY.	BRAND	UNIT COST	AMOUNT
1	**ANESTHESIA MACHINE**	**lot**	**2**		**3,520,000.00**	**7,040,000.00**
	*****Nothing Follows*****					
					Grand Total	**7,040,000.00**

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor

Address:

PROCUREMENT OF ANESTHESIA MACHINE CHARGED TO INCOME

No.	ITEMS	UNIT	QTY.	BRAND	UNIT COST	AMOUNT
1	**ANESTHESIA MACHINE**	**lot**	**2**			
	****Nothing Follows****					
					Grand Total	

Bid Form

Date: _____
Invitation to Bid[1] N°: _____

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 **Error! Reference source not found.** 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:[2]

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.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** 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

---

[1] If ADB, JICA and WB funded projects, use IFB.

[2] Applicable only if the Funding Source is the ADB, JICA or WB.

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 _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

   [If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

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

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

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

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

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

For Goods Offered From Abroad

Name of Bidder _____. Invitation to Bid[1] 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]*

Duly authorized to sign Bid for and on behalf of _____

[1] If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____. Invitation to Bid[2] 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]*

Duly authorized to sign Bid for and on behalf of _____

[2] If ADB, JICA and WB funded projects, use IFB.

Statement of all Ongoing Government & Private contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount		End user's acceptance or official receipt(s) ***or*** sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
Government								
Private								
Total Cost								

Note: This statement shall be supported with:

1 Notice of Award , Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of all completed Government & private contracts which are similar in nature and complexity to the Contract to be Bid

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Contract Amount	End user's acceptance or official receipt(s) or sales invoice issued for the contract
Government							
Private							

Note: This statement shall be supported with:

1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC)

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount of completed contracts, adjusted by the Bidder	End user's acceptance or official receipt(s) ***and*** sales invoice issued for the contract
Government							
Private							
						Total Cost	

Note: This statement shall be supported with:
1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

TERMS OF REFERENCE

Name of Project

Supply, Delivery, Testing and Commissioning of Brand New
ANESTHESIA MACHINE
(Public Bidding)

Technical Specification

General Technical Requirements

1. The unit must be brand new, unused, and not discontinued or subject to any recall.
2. Must be compliant with ISO 80601-2-13:2022 or its IEC equivalent.
3. Modular design compatible with standard accessories.
4. Specifications are defined using performance ranges to allow multiple compliant models.

Dimensions

Physical Dimensions
- Height: 120–150 cm
- Width: 75–90 cm
- Depth: 60–75 cm
- Weight: 120–170 kg

Top Shelf
- Load capacity: ≥ 20 kg
- Width: 35–50 cm
- Depth: 25–35 cm

Work Surface
- Height: 80–90 cm
- Area: ≥ 1900 cm^2 without flip shelf, ≥ 2900 cm^2 with flip shelf

Drawers
- Minimum of three drawers
- Heights: ≥ 8 cm (top/middle), ≥ 13 cm (bottom)
- Width: ≥ 30 cm
- Depth: ≥ 35 cm

Manual Ventilation Bag Arm
- Arm Length: ≥ 35 cm
- Adjustable height range: ≥ 50 cm to ≥ 135 cm

Casters
- Diameter: ≥ 12 cm with caster brakes on at least two wheels

Ventilation Capabilities

Ventilator Display

- Screen size: 15 inches minimum
- Resolution: 1024 x 768 or higher

Ventilation Modes

- Volume Control (VCV)
- Pressure Control (PCV)
- PCV with Volume Guarantee (PCV-VG or equivalent)
- SIMV (Volume and Pressure)
- Pressure Support with apnea backup

Parameter Ranges

- For SIMV, and Pressure Support with Apnea backup (increments of 1 breath per minute) Inspiratory/expiratory ratio: 2:1 to 1:8 (increments of 0.5) (VCV, PCV, PCV-VG)
- Tidal Volume: 5–1500 mL (including 20–1500 mL for VCV, SIMV)
- Increment Settings: 1 mL (20–50 mL), 5 mL (50–100 mL), 10 mL (100–300 mL), 25 mL (300–1000 mL), 50 mL (1000–1500 mL)
- Minute Volume: 0.1–99.9 L/min
- Inspiratory Pressure (Pinsp): 5–60 cmH2O
- Maximum Pressure (Pmax): 12–100 cmH2O
- Pressure Support: Off, 2–40 cmH2O
- Respiratory Rate: 4–100 bpm (VCV, PCV), 2–60 bpm (SIMV, PS)
- I:E Ratio: 2:1 to 1:8
- Inspiratory Time: 0.2–5.0 sec
- Trigger Window: Off, 5–80% of Texp
- Flow Trigger: 0.2–10 L/min
- Inspiration Termination: 5–75%
- Inspiratory Pause: Off, 5–60%
- PEEP: Off to 30 cmH2O (electronically controlled)

Performance

- Peak Gas Flow: ≥ 120 L/min + FGF
- Flow Valve Range: 1–120 L/min
- Flow Compensation: 100 mL/min to 15 L/min

Monitoring and Spirometry

- Waveforms: Pressure-volume, Flow-volume, Pressure-flow
- Alarms for MVexp, MVinsp, MVexp low, PEEPtot, Ppeak
- Sensors: Flow sensor + gas sampler

Breathing Circuit

- CO2 absorbent canister (reusable ≥1370 mL/1150g, disposable ≥1437 mL/1200g)
- Bi-stable Bag-to-Vent switch

- Integrated APL valve: 0.5–70 cmH2O, with tactile indicator ≥30 cmH2O
- Rotation range: 0 to 330° split by pressure zone
- All gas-contact components must be autoclavable at 134°C (except O2 cell and modules)
- Must be latex-free
- Bag mode compliance: ~1.7–1.8 mL/cmH2O
- Auto-compensation for mechanical losses
- Circuit volume: Ventilator ≥ 2000 mL, Bag ≥ 1000 mL

Power and Electrical

- Battery Backup: ≥ 90 mins full operation
- Battery Type: Internal, rechargeable, sealed lead acid
- Leakage Current: <300µA (100–120V), <500µA (220–240V)
- Power Input: 100–240V AC ±10%, 50/60 Hz
- Cord Length: Minimum 5 meters

Accessories

Soda Lime (5 pails), USP-grade:

- A precipitate solid hydrate formed from Hydroxides of Calcium (Calcium hydroxide: 75-85%; Water: 10-20%; Sodium hydroxide: <4%; Soda lime)
- Physical State: Solid
- Appearance: White - Light grey (purple when used- color indicator)
- Odor Odorless
- pH 12 -14
- Density 0.9
- USP CO2 absorption: 23%
- USP hardness 92-95%
- Particle size: 4-8 mesh, pelletized granules
- CO2 absorption: 140 L/kg

Documentary Requirements

1. Product brochure or technical data sheet(s) of the equipment showing the technical specification in English language.

2. Valid and current Certificate of Compliance of manufacturer of the equipment with the latest version of ISO 13485: Quality Management System – Requirements for regulatory purposes in the name of the **manufacturer.** The Certificates must be issued by an independent Certifying Body/Agency.

3. Valid and current Certificate of Compliance and/or Test Report on ISO 80601-2-13:2022 Part 2-13: Particular requirements for basic safety and essential performance of an anaesthetic workstation or its counterpart in IEC.

4. Valid Certificate of Distribution (as Authorized Distributor) issued by the Manufacturer of each equipment authorizing the bidder to sell/distribute the offered equipment.

5. Proof (such as sales invoice) that the Brand of the equipment has been sold to other health facilities in the Philippines.

6. Notarized Certificate from the bidder:
   a) That the brand of the equipment has been in the local and/or international market for at least five (5) years.

   b) That the equipment and its accessories are brand new, unused, not discontinued models and were not subjected to any product recall.

   c) Bidder's valid and current License to Operate (LTO) as medical device distributor issued by the Philippine Food and Drug Administration. In case of expired LTO, the following must be submitted:
   i. Copy of expired LTO
   ii. Application for renewal
   iii. Official Receipt as proof of payment for the renewal of LTO

7. Calibration certificate of the equipment from the manufacturer.

Requirements if awarded the Contract

1. **Completion period:** The delivery, testing and commissioning of the equipment and its accessories, including the training of end-user and maintenance staff must be completed within **45 calendar days** upon receipt of the Purchase order.

2. **Testing:** Prior to acceptance, the end user shall conduct a physical inspection and functionality test. The equipment must be functioning and must have no physical damage and defect.

3. **Training:** The supplier shall provide a training on proper use and maintenance of the equipment to the end-users and to the hospital maintenance staff.

4. **Warranty:** Warranty certificate for two (2) years on parts and on services. The supplier shall either repair or replace any item or part in the equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning.

5. The supplier must be amenable to customize the required power supply of the equipment to the necessary electrical requirements needed for the operation of the equipment in the hospital

6. Notarized undertaking that the supplier shall conduct the necessary corrective maintenance within five (5) calendar days upon notification of equipment breakdown from the end-user. The undertaking shall include a statement that the number of days where the equipment is unusable due to defective material or workmanship, shall be added to warranty period.

7. Notarized undertaking that the supplier shall provide free quarterly preventive maintenance and calibration service of the equipment for at least one (1) year.

8. **Manuals:** The supplier provide the end-user one (1) hard and one (1) soft copy of the following:
   a. Service manual in English language
   b. Operations manual in English language

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Recommending Approval:

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