



- (b) 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
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, 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.
- 23.3. 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.

24. 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.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity 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.
- 25.2. 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:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) 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.
- 25.3. 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.



26. Termination for Unlawful Acts

26.1. 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:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

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

- (a) 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;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity 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) aforementioned, 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.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to 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;



- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity 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;
- (g) The Head of the Procuring Entity 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 Head of the Procuring Entity; and
- (h) 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.

28. 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.

29. 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.

30. 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 (SCC)



Special Conditions of Contract (SCC)

GCC Clause	
(g)	The Procuring Entity is PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)
1.1 (i)	The Philippine authorized Manufacturers or First Tier Distributors of the principal manufacturer
(j)	The Funding Source is from University of the Philippines (Manila) – Philippine General Hospital (UPM-PGH) per A.R. No. TL-2016-031 dated 11 November 2016 in the amount of Pesos: One Hundred Sixteen Million Six Hundred Thirty-four Thousand One Hundred One Pesos and 76/100. (Php 116,634,101.76)
(k)	Delivery Place: Property Section, Philippine General Hospital, Taft Avenue, Manila
5.1	The Procuring Entity’s addressee, address and contact person for Notices is: MS. CHRISTABELLE P. EBRIEGA Vice President, Government Accounts Group 5 th Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City Contact Person: ELENA E. ROMERO Account Head Social Services Department (SSD) Tel No. 818-9801 loc. 433
6.2	Please refer to the Technical Bid Form. (Additional Terms and Conditions of the Contract, if any.)
10.1	Payment is made through corporate check within fifteen (15) calendar days after completion and acceptance of work specified in the Terms of Reference/Contract, and submission of all required documents. All payments are subject to applicable withholding taxes. Documentary requirements for payment are as follows: 1) Original and duplicate BIR VAT registered Supplier’s Invoice issued under the name of the UPM-PGH indicating PITC Contract Number. All entries in the Invoice must be typewritten or computer printed; 2) Original and duplicate Delivery Receipt issued under the name of UPM-PGH duly acknowledged and received by PITC’s authorized representative; 3) Certification from UPM-PGH that the following documents were submitted and/or complied by the Supplier: a. Soft and hard copy of operators manual; b. Functional Testing and End User Acceptance c. Certificate of Replacement of Defective Items d. Quotation of Annual Preventive Maintenance Cost after the warranty period expires e. Undertaking to connect the unit to the hospital-provided cautery machine and insufflator. f. Warranty Certificate covering the following: •Initial Warranty of at least thirty-six (36) months on parts and service of the following. o Surgeon Console o Vision Cart System o Camera System



- At least Twelve (12) months on the following:
 - Training Instruments
 - Clinical Instruments
 - Endoscopes (Manufacturer’s defect only, does not cover wear and tear or misuse)
- Warranty period shall commence from the date of acceptance by the end user.
- Free software update for the life of the machine.
- Free biannual preventive maintenance during the warranty period.

g. Additional comprehensive service contract after the initial warranty period expires, the supplier shall enter into a mandatory annual service contract with Philippine General Hospital for a **minimum of three (3) years**. The scope of the extended warranty shall include the following.

a. All spare parts for the following system components and labor cost are included in the contract:

1. Surgeon Console
2. Patient Side Cart
3. Vision System.
4. Coverage of the contract does not include the camera heads, camera cables, lamp modules and all other accessories.

c. Service support will be provided 24 hours a day, 7 days a week.

d. Phone response time within 4 hours and on-site repair services within 48 hours subjected to delivery lead time of spare parts from the Manufacturer’s depot.

e. Delivery lead time for spare parts is 2 to 3 days and is subject to availability and customs clearance.

f. Bi-annual preventive maintenance visits, including all software updates.

g. Basic technical training shall be provided on site to the biomedical staff of the hospital by certified service engineers from the principal.

10.4 No further instructions.

13.1 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 the following forms:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cashier’s/manager’s check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee 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.	
(c) Surety bond callable upon demand	Thirty percent (30%)



16.1	<p>For acceptance, all delivered equipment shall be subjected to actual acceptance testing procedure as specified under the Terms of Reference of UPM-PGH to be conducted by the UPM-PGH and PITC Inspection Team composed of:</p> <ul style="list-style-type: none"> a) Two (2) PITC Personnel; and b) One (1) UPM-PGH personnel <p>During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier.</p> <p>All expenses relative to delivery, installation, testing, inspection and acceptance shall be for the account of the supplier including round trip airfare (as applicable), inland transportation, board and lodging and per diem</p>
17.3	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is one (1) year on-site parts and service, replace defective unit with brand new unit. Warranty Period shall commence from the date of acceptance by the end user after functional inspection and testing.</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following :</p> <ul style="list-style-type: none"> (a) Retention Money equivalent to 1% of the total contract or (b) Special Bank Guarantee equivalent to 10% of the total contract <p>Retention of one percent (1%) of the total contract price will be withheld for the first twelve (12) months of the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 1% retention money is submitted and that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>The remaining warranty shall be covered by a Paper Warranty.</p>
17.4	<p>The period for correction of defects in the warranty period is within fifteen (15) calendar days after receipt of Notice of Defects.</p>
19	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
20.4	<p>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."</p>
21.1	<p>No additional provision, <i>however</i>, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>



Section VI. Bidding Forms

**BIDDING FORMS****TABLE OF CONTENTS**

Annex No.	Particulars	Page No.
	Eligibility Documents	
Annex I	Statement of all ongoing government and private contracts (including contracts awarded but not yet started)	64
Annex I-A	Statement of Single Largest Completed Contract of Similar Nature Within the Last Five (5) Years for each item being bid	65
Annex II	Certificate of Net Financial Contracting Capacity (NFCC)	66
Annex II-A	Sample Form Committed Credit Line Certificate	67
Annex III	Protocol/Undertaking of Agreement to Enter into Joint Venture	68-69
	Technical Documents	
Annex IV	Bid Securing Declaration	70-71
Annex V	Technical Bid Form	72-77
Annex V-A	Terms of Reference	78-82
Annex V-A1	Bidder's Statement of Reference of Technical Specifications	83-87
Annex V-B	Certification as Manufacturer	88
Annex VI	Certificate of Performance Evaluation	89
Annex VII	Omnibus Sworn Statements/Affidavits	90-93
Annex VIII	Financial Bid Form	94



Annex I

(Bidder's Company Letterhead)

**SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF ONE (1) UNIT
ROBOTICS SYSTEM FOR THE UNIVERSITY OF THE PHILIPPINES (MANILA) –
PHILIPPINE GENERAL HOSPITAL (UPM-PGH)**

Bid Reference No.: GPG-B1-2018-369 2nd Rebid

(Previous Bid Reference Nos. GPG-B1-2017-028 and GPG-B1-2018-284 Rebid)

Approved Budget for the Contract: ₱ 116,634,101.76

**Statement of All Ongoing Government and Private Contracts, including contracts
awarded but not yet started, if any**

NAME OF CLIENT	NAME OF THE CONTRACT	DATE AND STATUS OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	DATE OF DELIVERY	PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex I-A

(Bidder’s Company Letterhead)

**SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF ONE (1) UNIT
ROBOTICS SYSTEM FOR THE UNIVERSITY OF THE PHILIPPINES (MANILA) –
PHILIPPINE GENERAL HOSPITAL (UPM-PGH)**

Bid Reference No.: GPG-B1-2018-369 2nd Rebid
(Previous Bid Reference Nos. GPG-B1-2017-028 and GPG-B1-2018-284 Rebid)

Approved Budget for the Contract: ₱ 116,634,101.76

**Statement of Single Largest Completed Contract of Similar Nature within the
Last Five (5) Years from date of submission and receipt of bids**

Single contract of similar nature within last five (5) years amounting to at least fifty percent (50%) of the ABC of the item being bid.

Similar contract shall mean “Medical Equipment”.

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE, END USER’S ACCEPTANCE OR COLLECTION RECEIPT WITH SALES INVOICE (Please attach)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



Annex II

(Bidder's Company Letterhead)

SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF ONE (1) UNIT ROBOTICS SYSTEM FOR THE UNIVERSITY OF THE PHILIPPINES (MANILA) – PHILIPPINE GENERAL HOSPITAL (UPM-PGH)

Bid Reference No.: GPG-B1-2018-369 2nd Rebid

(Previous Bid Reference Nos. GPG-B1-2017-028 and GPG-B1-2018-284 Rebid)

Approved Budget for the Contract: ₱ 116,634,101.76

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)**

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos**

(**₱** _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	₱
Less:			-
CL	=	Current Liabilities	
Sub-Total 1			₱
			X 15
Sub-Total 2			₱
Less:			-
C	=	value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	₱
NFCC			₱

Issued this _____ day of _____, 2018.

Name & Signature of Authorized Representative

Position

Date

Notes:

1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.



**Annex II-A
Sample Form**

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

PHILIPPINE INTERNATIONAL TRADING CORPORATION

NDC Building, 116 Tordesillas St.
Salcedo Village, Makati City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by PITC and UPM-PGH

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of Philippine International Trading Corporation.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. : _____
Page No. : _____
Book No. : _____
Series of : _____

(Note: The Amount committed should be machine validated in the Certificate itself)