



PHILIPPINE INTERNATIONAL TRADING CORPORATION

National Development Company (NDC) Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City

BIDDING DOCUMENTS

**SUPPLY AND DELIVERY OF 17 SETS BRAND
NEW MAJOR SURGERY SET AND 25 SETS
BRAND NEW MINOR SURGERY SET
FOR THE PHILIPPINE ARMY (PA)**

Bid Ref. No. MPG-B1-2020-507 2nd Rebid
(Previous Bid Reference No. MPG-B1-2020-230 Rebid & MPG-B1-2019-166)

**Sixth Edition
November 2020**



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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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



DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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



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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid

AMENDED



INVITATION TO BID FOR SUPPLY AND DELIVERY OF 17 SETS BRAND NEW MAJOR SURGERY SET AND 25 SETS BRAND NEW MINOR SURGERY SET FOR THE PHILIPPINE ARMY (PA)

1. The **Philippine International Trading Corporation** and **Philippine Army**, through the **ASA Nr 0364 dated 19 July 2017** and **ASA Nr 0188 dated 18 April 2017** intend to apply the following sum being the ABC to payment under the contract for each item. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Description	Qty	ABC (Php) (VAT Inclusive)	
			Unit Price	Total Price
1.	Brand New Major Surgery Set	17 Sets	208,653.84	3,547,115.28
2.	Brand New Minor Surgery Set	25 Sets	192,307.69	4,807,692.25

- Bidders may bid for one or both items provided all sets per item are supplied and must be of the same brand/model
2. The **Philippine International Trading Corporation (PITC)** and **Philippine Army (PA)** now invite bids from authorized dealers, distributors or resellers for the above Procurement Project (hereafter referred to as GOODS).

Delivery Period	Delivery Place
Within Ninety (90) calendar days from receipt of Notice to Proceed (NTP)	Medical Warehouse, Supply Battalion, ASCOM, PA, Fort Bonifacio, Taguig City

3. Bidders should have completed, within the **last five (5) 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).

Similar shall mean “**Medical Equipment or Surgical Instruments**”

4. 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.
5. 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.



6. Prospective Bidders may obtain further information from the **Assigned BAC Secretariat** per schedule at **3/F, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City** and inspect the Bidding Documents at the address given below during **9:00AM – 2:00PM on weekdays only**. However, any queries relative to the contents of the bid documents and the project requirements can only be made by suppliers not later than ten (10) calendar days prior to the Submission and Opening of Bids:

Chair, Bids and Awards Committee I

Philippine International Trading Corporation (PITC)

Email: chairbac1@pitc.gov.ph

Note: Maximum size of email with attachment is six (6) MB only.

7. A complete set of Bidding Documents may be acquired by interested Bidders on **13 November 2020** 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 amount of **₱3,500.00 for Item No. 1 and ₱4,800.00 for Item No. 2**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

However, bidders who previously bought Bidding Documents under Bid Ref. No. **MPG-B1-2020-230 Rebid** and **MPG-B1-2019-166** may acquire Bidding Documents free of charge upon presentation of the Official Receipt for the previous project.

8. The **Philippine International Trading Corporation** will hold a Pre-Bid Conference on **06 November 2020, 04:00PM via Video Conference (Zoom)**, which shall be open to prospective bidders.
9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **20 November 2020, 04:00PM**. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
11. Bid opening shall be on **20 November 2020, 04:00PM via Video Conference (Zoom)**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For Pre-Bid Conference and Bid Opening

In line with the precautionary health measures being adopted by the agency, prospective bidders interested to join the **Pre-Bid Conference** and **Bid Opening** via video conference (Zoom) may send request for Zoom Link Password to the **"bac1secretariat@pitc1973.onmicrosoft.com"** with the following information together with proof of identity of the attendee **a day before** the scheduled conference.



1. Name of Project	
2. Bid Reference No.	
3. Activity	
4. Company Name	
5. Address	
6. Name of Representative [maximum of two (2)]	
7. Contact Nos.	
8. Email Address (to which all communications from the Bids and Awards Committee shall be sent)	
9. Scanned Copy or Photo of Proof of Identity [Please attach any Government Issued ID (e.g. Passport, Driver's License etc.)]	

12. The **Philippine International Trading Corporation** 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.
13. For further information, please refer to the **Assigned BAC Secretariat**:

Day	BAC Secretariat	Local Number
Monday	Jane Arcilla / Vivian Villanueva	382 / 315
Tuesday	Irish Ordillano / Vivian Villanueva	394 / 315
Wednesday	Jane Arcilla / Vivian Villanueva	382 / 315
Thursday	Irish Ordillano	394
Friday	Irish Ordillano	394

However, only bidders who purchased the bidding documents may join the Opening of Bids and send their request for Zoom Link Password to **ba1secretariat@pitc1973.onmicrosoft.com** with the above information together with proof of identity of the attendee **a day before** the schedule conference.

For the Pre-bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the bid documents.

Bidding Document may also be downloaded free of charge from the website of the PhilGEPS and the PITC website. However, only those who have paid the cost of Bidding Documents at least one (1) day before the submission of their bids will be allowed to bid.

Bidders may pay for the cost of Bidding Documents thru any of the following modes of payment:

- 1) **Cash Payment** – PITC Cashier will be available from **Tuesday to Thursday** between **10:00AM to 2:00PM**; OR
- 2) **Cash Deposit**



Interested Bidders may send a request letter for Bank Details to the **BAC Secretariat c/o Ma. Theresa Elima at myette.elima@pitc1973.onmicrosoft.com**. Thereafter, proof of payment must be emailed back to the BAC Secretariat.

14. You may visit the following websites:

For downloading of Bidding Documents: **www.pitc.gov.ph**

13 November 2020

CHRISTABELLE P. EBRIEGA
Chairperson, PITC BAC I

AMENDED



Section II. Instructions to Bidders

AMENDED



1. Scope of Bid

The Procuring Entity, **Philippine International Trading Corporation (PITC)** wishes to receive Bids for the **Supply and Delivery of 17 Sets Brand New Major Surgery Set and 25 Sets Brand New Minor Surgery Set for the Philippine Army (PA)** with identification number **Bid Reference No. MPG-B1-2020-507 2nd Rebid**.

The Procurement Project (referred to herein as “Project”) is composed of **17 Sets Brand New Major Surgery Set and 25 Sets Brand New Minor Surgery Set**, 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 **ASA Nr 0364 dated 19 July 2017 and ASA Nr 0188 dated 18 April 2017** in the amount of **₱8,354,807.53**.

2.2. The source of funding is **General Appropriations Act**.

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to **at least fifty percent (50%) of the ABC**.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.



8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either **via Video Conference (Zoom)** as indicated in paragraph **8** and **11** 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 the **last five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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



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

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 **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 for **One Hundred Twenty (120) calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one 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 9 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 11 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 **One Project having several items, which shall be awarded as separate contracts per item.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet

AMENDED



Bid Data Sheet

ITB Clause	
1	Bidders may bid for one or both items provided all sets per item are supplied and must be of the same brand/model.
5.3	For this purpose, contracts similar to the Project shall be “ Medical Equipment or Surgical Instruments ” completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted Inclusive of VAT or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ₱70,942.31 for Item No. 1 and ₱96,153.85 for Item No. 2, 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 ₱177,355.76 for Item No. 1 and ₱240,384.61 for Item No. 2, if bid security is in Surety Bond.
19.3	Supply and Delivery of 17 Sets Brand New Major Surgery Set amounting to ₱3,547,115.28 (208,653.84/set) and 25 Sets Brand New Minor Surgery Set amounting to ₱4,807,692.25 (192,307.69/set).
20.1	<p>Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification.</p> <ol style="list-style-type: none"> 1) Present <u>original copy</u> and submit copy of the following: <ol style="list-style-type: none"> a) Certified True Copy of Latest Income and Business Tax Returns per Revenue Regulations 3-2005; Tax return filed through the Electronic Filing and Payments System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission. b) Valid and current Certificate of PhilGEPS Registration (Platinum Membership). c) PO’s or Contracts for all Ongoing Contracts as listed per submitted Statement of All Ongoing Government and Private Contracts. d) PO or contract relative to Single Largest Completed Contract per submitted Statement of Single Largest Completed Contract 2) Submit original copy of the following: <ol style="list-style-type: none"> a) Company Profile. Company printed brochure may be included. b) Vicinity map/location of the business.



	<p>c) Certification for the following:</p> <ul style="list-style-type: none"> • Bidder has no overdue deliveries or unperformed services intended for PA and PITC; and • Bidder did not participate as consultant in the preparation of the design or technical specification of the GOODS subject of the bid. <p>3) Present original copy of the following:</p> <p>a) Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>b) Valid and current Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;</p> <p>c) Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR;</p> <p>d) End-User’s Acceptance or Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt per submitted Statement of Single Largest Completed Contract;</p> <p>e) Valid and Current License to Operate as Medical Device Importer / Distributor from the Food and Drug Administration (FDA) – Philippines issued in the name of the Bidder; and</p> <p>f) Valid and Current Certificate of Product Registration (CPR) or Certificate of Exemption from the Food and Drug Administration (FDA) of the Department of Health – Philippines for the following equipment:</p> <p style="padding-left: 40px;">Item No. 1: Brand New Major Surgery Set Item No. 2: Brand New Minor Surgery Set</p> <p>4) Presentation of actual brand/model being offered within seven (7) calendar days after receipt of Notice to Present Sample. Presentation of sample may be in any of the following:</p> <p>a) A unit already installed at other government or private hospitals/ establishments (Metro Manila); OR</p> <p>b) Brand New Unit to be used for product presentation/ demonstration</p> <p style="padding-left: 40px;">Brand New Unit presented may form part of the delivery.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Sec. 69 of the 2016 Revised IRR of RA 9184.</p>
<p>21.2</p>	<p>Subject to submission of documents that may be required by existing laws and the Procuring Entity.</p>



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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



5. Warranty

- 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

AMENDED



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered Medical Warehouse, Supply Battalion, ASCOM, PA, Fort Bonifacio, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site will be provided to the winning bidder.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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 <p>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.</p>



	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p>
	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years for date of final acceptance.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) week of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier</p>



	<p>Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>



<p>2.2</p>	<p>Terms of Payment</p> <p>Documentary requirements for payment are as follows:</p> <p>Payment is made through corporate check within fifteen (15) calendar days after every delivery and acceptance of all items indicated in the Contract and submission of all required documents and receipt of proceeds from end user client. All payments are subject to applicable withholding taxes.</p> <ul style="list-style-type: none"> (i) BIR VAT registered Supplier’s Invoice (Original and duplicate) issued under the name of the PA and indicating PITC Contract number. All entries in the invoice must be typewritten or computer printed; (ii) BIR Registered Delivery Receipt (Original and duplicate) issued under the name of the PA duly acknowledged and received by PA’s authorized representative and countersigned by PITC representative; (iii) Original Manufacturers/Product Warranty/Guaranty Certificate/s issued in the name of PA minimum of two (2) years from date of final acceptance (full replacement for defective items); <u>Warranty should indicate the Serial Numbers of the goods;</u> (iv) Original Certificate of Acceptance duly signed by authorized representative of the PA and PITC; (v) For direct importers of raw materials/finished items, certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. <p>For locally purchased materials/finished items, the BIR registered sales invoice of the seller is acceptable</p>
<p>4</p>	<p>Inspection and Test</p> <p>Functional testing to be conducted upon delivery of the equipment. Inspection and final acceptance will be 100% physical inspection of deliveries.</p>
<p>5</p>	<p>In this particular bidding, the warranty requirement is minimum of two (2) years from date of final acceptance of delivery in full (full replacement for defective items). Free quarterly preventive maintenance.</p> <p>The obligation for the warranty for the item shall be covered either of the following:</p> <ul style="list-style-type: none"> a. Retention Money equivalent to five percent (5%) of the total contract; OR b. Special Bank Guarantee equivalent to five percent (5%) of the total contract <p>Retention of five percent (5%) of the total contract price will be withheld for one (1) year. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 5% 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>



5.1	<p>Non-Acceptance of Items</p> <p>In case items are rejected, PITC/PA shall issue Certificate of Non-Acceptance on the cause of non-compliant of the item. A corresponding Notice to Replace shall then be issued to the supplier further advising that the period for replacement of defective item is within fifteen (15) calendar days from receipt thereof.</p> <p>Supplier shall be allowed to replace rejected items up to one (1) time only. Once the allowable replacement exceeds, the contract shall be terminated.</p> <p>All expenses shall be for the account of the Supplier</p> <p>Supplier shall be subject to blacklisting due to termination for default.</p>
5.2	<p>The applicable rate is one tenth (1/10) of one percent (1%) 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>



Section VI. Schedule of Requirements

AMENDED



Schedule of Requirements

Item Number	Description	Delivered Date
1.	Supply and Delivery of 17 Sets Brand New Major Surgery Set and 25 Sets Brand New Minor Surgery Set for the Philippine Army (PA)	<p>Within Ninety (90) calendar days after receipt of Notice to Proceed (NTP)</p> <p>Delivery Conditions:</p> <ul style="list-style-type: none"> a) All delivery/ies must be done in the presence of PA and PITC authorized representative/s. PITC representative/s shall attend delivery attestation only once, otherwise, transportation and other incidental expenses of PITC representative/s incurred in succeeding deliveries shall be for the account of the Supplier and shall be deducted accordingly against payment. b) The supplier must inform PITC account officer at least seven (7) days prior to the delivery of the goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery. c) The Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, 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. d) All deliveries must be done in the presence of Inspection Team consisting of at least two (2) PITC Representatives. e) Other than the delivery schedule / quantities stated, NO partial deliveries are allowed. Only Complete deliveries will be accepted. f) Deliveries made for “safekeeping” purposes is NOT ALLOWED. g) All expenses related to the delivery, inspection and acceptance shall be for the account of the supplier.
2.	<p>Product Brochure and/or Technical Data Sheet for the following showing compliance to the required Technical Specifications:</p> <p>Please specify the Brand being offered for the following:</p>	To be submitted during Bid Opening



	<p>Item No. 1: Brand New Major Surgery Set</p> <hr/> <p>Item No. 2: Brand New Minor Surgery Set</p> <hr/>	
3.	<p>For Item No. 1. Brand New Major Surgery Set and Item No. 2. Brand New Minor Surgery Set:</p> <p>Manufacturer’s Certification that the surgical items are medical grade and autoclavable</p>	To be submitted during Bid Opening
4.	<p>Valid and Current License to Operate as Medical Device Importer / Distributor from the Food and Drug Administration (FDA) – Philippines issued in the name of the Bidder.</p>	To be submitted during Bid Opening
5.	<p>Valid and Current Certificate of Product Registration (CPR) or Certificate of Exemption from the Food and Drug Administration (FDA) of the Department of Health – Philippines for the following equipment:</p> <p>Item No. 1: Brand New Major Surgery Set Item No. 2: Brand New Minor Surgery Set</p>	To be submitted during Bid Opening
6.	<p>Valid and Current ISO Certification in the name of the manufacturer. The ISO Certification must cover the manufacture/design and/or production of the Brand New Major and Minor Surgery Set. The certificate must be issued by an independent Certifying Agency.</p>	To be submitted during Bid Opening
7.	<p>Certificate of Performance Evaluation with a rating of at least Very Satisfactory, issued by the Single Largest Completed Contract Client of the bidder on the following parameters:</p> <ul style="list-style-type: none"> a) Timely delivery b) Compliance to Specifications and Performance c) Warranty d) After Sales Service 	To be submitted during Bid Opening



8.	<p>Certification for the following:</p> <ul style="list-style-type: none"> • Bidder has no overdue deliveries or unperformed services intended for PA and PITC; and • Bidder did not participate as consultant in the preparation of the design or technical specification of the GOODS subject of the bid. 	To be submitted during Post Qualification
9.	<p>Presentation of actual brand/model being offered within seven (7) calendar days after receipt of Notice to Present Sample. Presentation of sample may be in any of the following:</p> <ul style="list-style-type: none"> • A unit already installed at other government or private hospitals/ establishments (Metro Manila); OR • Brand New Unit to be used for product presentation/ demonstration <p>Brand New Unit presented may form part of the delivery.</p>	To be conducted during Post Qualification
10.	<p>Warranty:</p> <ul style="list-style-type: none"> • At least two (2) years on parts and service. • Free quarterly preventive maintenance within the warranty period. • Warranty Period shall commence from the date of acceptance by the end user after testing and commissioning. 	To be submitted if Awarded the Contract

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date



Section VII. Technical Specifications

AMENDED



Technical Specifications

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specification	Bidder’s Statement of Compliance
I. Technical Specifications for Major Surgery Set (Medical Grade, Autoclavable) dated 07 November 2018 (Annex I) (2 Pages)	
II. Technical Specifications for Minor Surgery Set dated 07 June 2019 (Annex II) (2 pages)	
III. Replacement of Defective Items (Section V. SCC)	
IV. Warranty of the Contract (Section VI. Item No. 9)	
V. Licenses/Permits per Equipment	
VI. Terms of Payment (Section V. SCC)	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date



ANNEX I

By 2028, a world-class Army that is a source of national pride.

HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE ARMY CHIEF SURGEON
Fort Andres Bonifacio, Metro Manila

OACS

07 November 2018

TECHNICAL SPECIFICATIONS
MAJOR SURGERY SET
(MEDICAL GRADE, AUTOCLAVABLE)

PARAMETER	DESCRIPTION	QTY
DESCHAMPS LIGATURE CARRIER:	Blunt, Left	1 pc
	Blunt, Right	1 pc
FORCEPS:	Allis Tissue (5x6T), 6 inches	8 pcs
	Babcock Tissue, 6 ¼ inches	2 pcs
	Cribe, Straight 6 ¼ inches	6 pcs
	Cribe, Curved 6 ¼ inches	6 pcs
	Halsted Mosquito, Straight 5 inches	12 pcs
	Halsted Mosquito, Curved 5 inches	12 pcs
	Ochsner, Straight 6 ¼ inches	6 pcs
	Rochester-Pean, Curved 6 ¼ inches	12 pcs
	Sponge Holding, 9 ½ inches	6 pcs
	Tissue Forceps, 5 ½ inches	2 pcs
	Tissue Forceps, 8 inches	1 pc
	Thumb Forceps, 5 ½ inches	2 pcs
	Thumb Forceps, 8 inches	1 pc
	KNIFE HANDLE:	No. Three (#3)
No. Four (#4)		1 pc
No. Seven (#7)		1 pc
NEEDLE HOLDER:	Mayo-Hegar, 6 inches	2 pcs
	Mayo-Hegar, 7 inches	2 pcs
PROBE:	Director and Tongue Tie, 5 inches	1 pc
	With Eye, 5 inches	1 pc
RETRACTOR:	Balfour Abdominal Retractable, Spread, 8 inches	1 pc
	Crushing Vein, 8 inches	2 pcs
	Deaver 2x12 inches	2 pcs
	Malleable (Ribbon), 1x1 inches inches	1 pc
	Malleable (Ribbon), 1 ½ x 13 inches	2 pc
	Kelly, Small	1 pc
	Kelly, Medium	1 pc
	Kelly, Large	1 pc
	Richardson, Small	1 pc
	Richardson, Medium	1 pc
	Richardson, Large	1 pc
Volkman, 4 Prong, Blunt, 9 inches	2 pcs	

[Signature]
RANDY T. POLOYAPOY
Captain, JAGS
Member, Legal

[Signature]
MAE SHAYNE B. HORNIDO
Major, (MI) PA
Member, OG1, PA Rep

[Signature]
JEFFREY B. BAYANI
Captain, (GS) PA
Member, Financial

[Signature]
ROGEL AL-RAHIM LINZAG
Major, (MAC) PA
Member, Technical

[Signature]
MARY AGNES C. MOTRIL
Lieutenant Colonel, (MC) PA
Chairperson



Honor. Patriotism. Duty.



ANNEX I
Page 2 of 2

By 2028, a world-class Army that is a source of national pride.

Table with 3 columns: Item Name, Description, and Quantity. Rows include SCISSORS (Volkman, US Army, Mayo Dissecting, Metzenbaum, Operating, Suture Wire, Tenotomy), SUCTION TUBE (Poole), TOWEL CLAMP (Backhaus), and TRAY (Perforated).

Recommend Approval:

FELIX T. TERENCIO
Colonel, (MC) PA (GSC)
Army Chief Surgeon

Approved By:

MACAIROG S. ALBERTO
Lieutenant General, AFP
Commanding General, PA

RANDY T. POLDYAPOY
Captain, JAGS
Member, Legal

MAE SHAYNE B. HORNILO
Major, (MI) PA
Member, OGT, PA Rep

JEFFREY B. BAYANI
Captain, (OS) PA
Member, Financial

ROGEL AL-RAHIM L. INZAG
Major, (MAC) PA
Member, Technical

MARY AGNES C. MOTRIL
Lieutenant Colonel, (MC) PA
Chairperson



Honor. Patriotism. Duty.



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HEADQUARTERS
PHILIPPINE ARMY
TECHNICAL WORKING GROUP FOR MEDICAL ITEMS
Fort Andres Bonifacio, Metro Manila

TWG-MI

07 June 2019

TECHNICAL SPECIFICATIONS
MINOR SURGERY SET

PARAMETER	DESCRIPTION
CURRETTE:	1 pc - Medium and Small Scoop Double Ended, 6 3/4"
	3 pcs - Allis Tissue, 4x5 Teeth 6"
FORCEPS:	2 pcs - Adson Brown Tissue, 4 3/4"
	12 pcs - Crile, Straight, 5 1/2"
	12 pcs - Crile, Curved, 5 1/2"
	1 pc - Dissecting, Very Fine or Micro: 115mm -120mm S/S
	1 pc - Dissecting, Standard Pattern, 145mm S/S
	2 pcs - Dressing, 5 1/2"
	1 pc - Dressing 8"
	2 pcs - Foerster Sponge, Straight Serrated, 9 1/2"
	2 pcs - Foerster Sponge, Curved Serrated, 9 1/2"
	6 pcs - Halsted Mosquito, Straight, 5"
	6 pcs - Halsted Mosquito, Curved, 5"
	2 pcs - Kocker's Artery, Curved, 5 1/2"
	1 pc - Pean Artery, Curved, 5 1/2"
	3 pcs - Tissue Forceps, Curved, 5 1/2" - 6 1/2"
	RETRACTOR:
2 pcs - Senn - Double End, Sharp, 6 1/4" - 6 3/4"	
2 pcs - Senn - Double End, Blunt, 6 1/4" - 6 3/4"	
2 pcs - US Army (set of 2), 8" - 8 1/4"	
2 pcs - Zalkind Ribbon, Malleable, 3/4" x 7"	
SCALPEL HANDLE:	2 pcs - No. Three (#3)
	2 pcs - No. Four (#4)
SCISSORS:	1 pc - Mayo Dissecting Scissors, Curved, 5 1/2" - 5 3/4"
	1 pc - Mayo Dissecting Curved, 6 3/4"
	2 pcs - Metzenbaum Scissors, Curved, 7"
	2 pcs - Operating, Straight, 5 1/2" - 5 3/4"
	1 pc - Straight, Sharp, 5 1/2"
SUCTION TUBE:	1 pc - Frazier or Fergusson, 8Fr

RANDY T. POLOWAPOY
Captain
Member, Legal

MAE SHAYNE B. HORNIDO
Major (MI)
Member, OG1, PA Resp

ALDREN A. PICO
Lt Colonel (MAC) PA
Member, Technical

JOSE ROSEL R. REDIBLE
Lt Colonel (MC) PA (GSC)
Chairperson



Honor. Patriotism. Duty.





ANNEX II


By 2028, a world-class Army that is a source of national pride.

	2 pcs - Yankauer, Stainless
TOWEL CLAMP:	2 pcs - TC Mayo - Hegar NH Serrated, 5 ½" - 6"
	12 pcs - Backhaus, 5 - 5 ¼"
PROBE:	2 pcs - Double End, 5 ¾" - 6"

Recommend Approval:

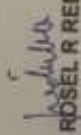

MAMERTO H. LOSA
 Colonel, (MC) PA (GSC)
 Army Chief Surgeon


RANDY TIPOLOYAPOY
 Captain
 JAGS
 Member, Legal

NOTED
 CG, PA 
 DATE: **JUL 05 2019**


MAE SHAYNE B. HORNIDO
 Major
 (MI)
 Member, OG1, PA Rep


AUDREN A. PICO
 Lt Colonel (MAC) PA
 Member, Technical


JOSE ROSEL R. REDUABLE
 Lt Colonel (MC) PA (GSC)
 Chairperson



Honor. Patriotism. Duty.



*Section VIII. Checklist of Technical and
Financial Documents*



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
In case or recently expired Mayor's / Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
and
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security (Cash or Cashier's/Manager's Check OR Bank Guarantee/Bank draft/Irrevocable LC). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Technical Requirements
- 1) Duly Complied **Section VI. Schedule of Requirements**
 - 2) Duly Complied **Section VII. Technical Specifications**



- 3) **Product Brochure and/or Technical Data Sheet** for the following showing compliance to the required Technical Specifications:

Item No. 1: Brand New Major Surgery Set

Item No. 2: Brand New Minor Surgery Set

Note: Please specify the Brand being offered.

- 4) **For Item No. 1. Brand New Major Surgery Set and Item No. 2. Brand New Minor Surgery Set:** Manufacturer's Certification that the surgical items are **medical grade** and **autoclavable**.

- 5) Valid and Current **License to Operate as Medical Device Importer / Distributor** from the Food and Drug Administration (FDA) – Philippines issued in the name of the Bidder.

- 6) Valid and Current Certificate of Product Registration (CPR) or Certificate of Exemption from the Food and Drug Administration (FDA) of the Department of Health – Philippines for the following equipment:

Item No. 1: Brand New Major Surgery Set

Item No. 2: Brand New Minor Surgery Set

- 7) Valid and Current **ISO Certification** in the name of the manufacturer. The ISO Certification must cover the manufacture/design and/or production of the Brand New Major and Minor Surgery Set. The certificate must be issued by an independent Certifying Agency.

- 8) **Certificate of Performance Evaluation** with a rating of at least Very Satisfactory, issued by the Single Largest Completed Contract Client of the bidder within the last five (5) years on the following parameters:

- (a) Timely delivery;
- (b) Compliance to Specifications and Performance;
- (c) Warranty; and
- (d) After Sales Service

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

Financial Documents

- (j) Copy of Audited Financial Statements for **2019** and **2018** (in comparative form or separate reports):

- a) Independent Auditor's Report;
- b) Balance Sheet (Statement of Financial Position); and
- c) Income Statement (Statement of Comprehensive Income).

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or



A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished **Bid Form**; **and**
- (b) Original of duly signed and accomplished **Price Schedule(s)**.



Section IX. Bidding Forms

AMENDED



SUPPLY AND DELIVERY OF 17 SETS BRAND NEW MAJOR SURGERY SET AND 25 SETS BRAND NEW MINOR SURGERY SET FOR THE PHILIPPINE ARMY (PA)

**Bid Ref. No. MPG-B1-2020-507 2nd Rebid
(Previous Bid Reference No. MPG-B1-2020-230 Rebid & MPG-B1-2019-166)**

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
(INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)**

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

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date



SUPPLY AND DELIVERY OF 17 SETS BRAND NEW MAJOR SURGERY SET AND 25 SETS BRAND NEW MINOR SURGERY SET FOR THE PHILIPPINE ARMY (PA)

**Bid Ref. No. MPG-B1-2020-507 2nd Rebid
(Previous Bid Reference No. MPG-B1-2020-230 Rebid & MPG-B1-2019-166)**

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS AMOUNTING TO AT LEAST FIFTY PERCENT (50%) OF THE ABC.

“Similar Contract” shall mean Medical Equipment or Surgical Instruments

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	Please submit the any of following attachment: (a) Copy of End User’s Acceptance; <u>OR</u> (b) Copy of Official Receipt/s; <u>OR</u> (c) Copy of Sales Invoice with Collection Receipt/s

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Note: Please submit any of the following as attachment to the Statement of Single Largest Completed Contract

- 1) Copy of End User’s Acceptance; OR
- 2) Copy of Official Receipt/s; OR
- 3) Copy of Sales Invoice with Collection Receipt/s

**Bid Securing Declaration Form¹***[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

BID SECURING DECLARATION
Bid Ref. No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[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]

¹ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020



Omnibus Sworn Statement (Revised²)

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;

² Revised per GPPB Resolution No. 16-2020 dated 16 September 2020.



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



SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____, Philippines, by the affiant/s himself/herself/themselves whom I was able to personally identify through his/her/their [*insert type of valid government identification card used*], which he/she/they has/have presented to me.

Witness my hand and seal this ____ day of [*month*] [*year*].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc No. _____

Page No. _____

Book No. _____

Series of _____

AMENDED



Bid Form

Date : _____
Bid Ref. No. : _____

To: **PHILIPPINE INTERNATIONAL TRADING CORPORATION**

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____



Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Bid Ref. No. _____ 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 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)

Note: Indicate Individual Unit Price per Item per Set

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____



Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Bid Ref. No. _____ 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____



Contract Agreement Form for the Procurement of Goods (Revised³)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Bidding Documents;
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

³ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020.



3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

<i>[Insert Name and Signature]</i>	<i>[Insert Name and Signature]</i>
<i>[Insert Signatory's Legal Capacity]</i>	<i>[Insert Signatory's Legal Capacity]</i>
for:	for:
<i>[Insert Procuring Entity]</i>	<i>[Insert Name of Supplier]</i>

Acknowledgment

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

**Performance Securing Declaration (Revised⁴)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

⁴ Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020 and GPPB Resolution No. 09-2020 dated 07 May 2020 to be used as an alternate performance security during a state of calamity or imposition of community quarantine.



Special Bank Guarantee or Irrevocable Standby Letter of Credit (For Retention Money, As Applicable)

To : _____

Date : _____

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **PhP** _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, **upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP** _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is *irrevocable* and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

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

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS



Form of Performance Security (Bank Guarantee)

To : **PHILIPPINE INTERNATIONAL TRADING CORPORATION**
National Development Company (NDC) Building
116 Tordesillas Street, Salcedo Village, 1227 Makati City

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee]⁵ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

⁵ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.