Republic of the Philippines
City of Cagayan de Oro
BIDS & AWARDS COMMITTEE

BIDDING DOCUMENTS

Supply and Delivery of Cardiotocography Machine and other items; PR No. 25-5151 dated 27 October 2025; SN 05 - 2026

Name of Procurement Project and Identification Number

City Government of Cagayan de Oro

Procuring Entity

JR Borja General Hospital - Tablon

End-User/Implementing Unit

21 January 2026

Date of Issue

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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

Republic of the Philippines
City of Cagayan de Oro
BIDS & AWARDS COMMITTEE

cagayan de Oro
city of golden friendship

INVITATION TO BID
FOR
Supply and Delivery of Cardiotocography Machine and other items; PR No. 25-5151 dated 27 October 2025; SN 05 - 2026

1. The City Government of Cagayan de Oro, through the NOA_ECON_20% DF CO-JRBGH-City Hospital Tablon (Annex) Equipment Outlay Procurement of Additional Hospital Equipment intends to apply the sum of Five Million and 0/100 (PhP5,000,000.00) being the ABC to payments under the contract for Supply and Delivery of Cardiotocography Machine and other items; PR No. 25-5151 dated 27 October 2025; SN 05 - 2026. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The City Government of Cagayan de Oro now invites bids for the above Procurement Project. Delivery of the Goods is required by Thirty (30) Calendar Days. Bidders should have completed, within 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).

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

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

4. Prospective Bidders may obtain further information from the City Government of Cagayan de Oro and inspect the Bidding Documents at the address given below during office hours of 21 January 2026 to 12:00 noon of 12 February 2026.

5. A complete set of Bidding Documents may be acquired by interested Bidders on office hours of 21 January 2026 to 12:00 noon of 12 February 2026 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 Five Thousand Pesos (PhP5,000.00).

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by furnishing the BAC with the original copy of the Official Receipt issued by the City Treasurer's Office.

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

6. The City Government of Cagayan de Oro will hold a Pre-Bid Conference on 29 January 2026; 2:00 P.M. at the Bids and Awards Committee Conference Room, 3rd Floor Administrative Building, City Hall, Cagayan de Oro City which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below between 1:00 P.M. - 2:00 P.M. of 12 February 2026. Late bids shall not be accepted.

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

9. Bid opening shall be on 12 February 2026; 2:00 P.M. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

11. For further information, please refer to:

Mr. Antonio Ramon S. Resma, Jr.
Head of the BAC Secretariat
3rd Floor Administrative Building, City Hall,
Cagayan de Oro City
Tel No. (088) – 857-3147

12. You may visit the following websites:
For downloading of Bidding Documents: www.cagayandero.gov.ph/www.philgeps.gov.ph

ATTY. JOEFFREY D. NAMALATA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the City Government of Cagayan de Oro wishes to receive Bids for the Supply and Delivery of Cardiotocography Machine and other items; PR No. 25-5151 dated 27 October 2025; SN 05 - 2026.

The Procurement Project (referred to herein as "Project") is composed of *Thirteen* (13) items, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for NOA_ECON_20% DF CO-JRBGH-City Hospital Tablon (Annex) Equipment Outlay Procurement of Additional Hospital Equipment in the amount of Five Million and 0/100 (PhP5,000,000.00) Pesos.

2.2. The source of funding is: Annual Budget, as approved by the Sanggunian

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

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

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

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:

The Bidder must have completed a single contract that is similar to this Project, 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:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) Years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

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

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

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

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

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

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

14. Bid Security

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

14.2. The Bid and bid security shall be valid until **11 June 2026**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

20.1. 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

Bid Data Sheet

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

a. Hospital Equipment.

b. completed within <u>Five (5) Years</u> prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed</td></tr>
<tr><td>12</td><td>Not applicable.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

a. The amount of not less than 2% of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than 5% of ABC if bid security is in Surety Bond.</td></tr>
<tr><td>19.3</td><td>
<table>
<tr><th>Item No.</th><th>Item Description</th><th>ABC (PhP)</th></tr>
<tr><td>1</td><td>Cardiotocography Machine</td><td>180,000.00</td></tr>
<tr><td>2</td><td>Examination Table</td><td>400,000.00</td></tr>
<tr><td>3</td><td>Emergency Cart</td><td>360,000.00</td></tr>
<tr><td>4</td><td>Autoclave</td><td>1,100,000.00</td></tr>
<tr><td>5</td><td>ECG Machine</td><td>800,000.00</td></tr>
<tr><td>6</td><td>Cardiac Monitor</td><td>350,000.00</td></tr>
<tr><td>7</td><td>Suction machine heavy duty</td><td>280,000.00</td></tr>
<tr><td>8</td><td>Suction Machine</td><td>150,000.00</td></tr>
<tr><td>9</td><td>Infusion Pump</td><td>73,330.00</td></tr>
<tr><td>10</td><td>Syringe Pump Machine</td><td>75,000.00</td></tr>
<tr><td>11</td><td>Hematocrit Centrifuge (24 placer)</td><td>150,000.00</td></tr>
<tr><td>12</td><td>Microscope</td><td>360,000.00</td></tr>
<tr><td>13</td><td>Biological Refrigerator (4 Shelves)</td><td>721,670.00</td></tr>
</table>
</td></tr>
<tr><td>20.2</td><td>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.

NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</td></tr>
<tr><td>21.2</td><td>No additional requirement.</td></tr>
</table>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** The delivery terms applicable to this Contract are delivered to: **JR Borja General Hospital - Tablon** **Purok 4, Brgy. Tablon** **Cagayan de Oro City** **Via for inspection at the:** **City General Services Office** **Ground Floor, City Hall, Cagayan de Oro City** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **JR Borja General Hospital - Tablon**.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination

	Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	**No further Instruction.**
4	The inspections and tests that will be conducted are: **None**

Section VI. Schedule of Requirements

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

Item No.	Item Description	Quantity		Delivered, Weeks/ Months
1	Cardiotocography Machine	1	unit	**Thirty (30) Calendar Days from the receipt of the Notice To Proceed**
2	Examination Table	1	unit	
3	Emergency Cart	2	unit	
4	Autoclave	1	unit	
5	ECG Machine	4	unit	
6	Cardiac Monitor	1	pc	
7	Suction machine heavy duty	2	unit	
8	Suction Machine	2	unit	
9	Infusion Pump	1	unit	
10	Syringe Pump Machine	1	unit	
11	Hematocrit Centrifuge (24 placer)	1	unit	
12	Microscope	2	unit	
13	Biological Refrigerator (4 Shelves)	1	unit	

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

Technical Specifications

Item	Specification	Statement of Compliance
		Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.
1	**Cardiotocography Machine** : Brandnew Cardiotocography (CTG) machine. Advanced CTG machine Parameters : dual fetal heart rate monitoring,uterine contraction,fetal movement .7 inches LED/LCD display. Built-in thermal printer. Standard paper width. Audio-visual alerts. Customizable alarm settings. Built-in memory. USB Port. Manual button for for the patient to record fetal movements. Rechargeable battery. Compact and lightweight with handle and trolley.Desktop.Touchscreen or button-based controls. Power Source: Am-powered (100-240V,50/60Hz.wireless probes With 1 year warranty and free end-users training	

2	**Examination Table** : Brandnew Obstetric exam table (DR TABLE) Dimensions:1870mm(length)x600mm (width) x 680 mm (height).Features :ultra comfort mattress top,cold--rolled steel base with powder coating,backrest adjustable up to 75 degrees ,upholstered stirrups that can swing and adjust in height,equipped with an easy-lock system. Capacity workload 150kgs,pelvic tilt functionality with irrigation basin With 1 year warranty and free end-users training	
3	**Emergency Cart** : Brandnew Emergency Cart with at least 5 drawers with adjustable partition/medicine cassettes inside drawer,with file Cassette or file box,with at least 2 waste bins,with sliding side shelf/table,with central locking system,with Defibrillator shelf,with IV pole with 4 hooks,with aluminum alloy Skeleton or aluminum columns,with 4 caster wheels at least 5" diameter(at least the 2 caster wheels are with brake) With 1 year warranty and free end-users training	
4	**Autoclave** : Brand new Autoclave 280L Horizontal Steam Sterilizer Autoclave Features: Brand new: Optional touch screen display on temperature, time operating status, and fault alarm in real time. Protection Device: Equipped with over-temperature and over-pressure automatic protection devices. Steam Generator: The equipment has a built-in steam generator. Automatic Operation: The equipment is externally connected to the water source, and there is no need for manual water replenishment. Gross Weight:475-535 km. With power supply 220V. With 1 year warranty and free end-users training. Delivery, Installation, Testing, and Commissioning of the equipment and its accessories should be included aside from training of personnel, proper use of the machine and maintenance. Operational manual	

	should be included with the brand new machine.	
5	**ECG Machine** : Brandnew ECG machine With 12 channels with interpretation are required for recording and analyzing the waveforms with a special software. For manual or automatic mode. Should have real-time display of ECG waveforms with signal quality indication for each lead. Compatible for both adult and Pedia patient. Touch screen display at least 5.6" showing 3,4,6 or 12 leads,combined alphanumeric and functional keyboard and touch screen buttons. Standard Accessories: power cord,patient cable,user manual and warranty card,operation manual with user demonstration USB,interpretation manual and 10 thermal recording paper,1 bottle of gel with dispensing bottle per unit,patient cable,chest electrodes and limb electrodes. Power requirement: 220-240 VAC,60 Hz,power cord should be 3 prong With 1 year warranty and free end-users training	
6	**Cardiac Monitor** : Brandnew Cardiac Monitor Display: At least 12-inch color TFT touch screen (optional), capable of displaying 4 to 6 waveforms simultaneously Parameters: ECG/cardiac monitoring with real-time waveform display Electrocardiogram (ECG/EKG): Normal Sinus Rhythm Respiratory Rate (RR): 12-20 breaths/min Blood Pressure (BP): 120/80 mmHg (average) Oxygen Saturation (SpO2): 95-100% Temperature (TEMP): 36.5-37.5°C Pulse Oximetry Waveform (Pleth): Consistent waveform ST Segment Monitoring: ST Segment at baseline Arrhythmia Detection; NIBP (Non-Invasive Blood Pressure); IBP (Invasive Blood Pressure) Printer: Built-in thermal printer for on-demand waveform and trend printing Alarm System: Integrated visual and audible alarm system for all vital parameters Warranty: Minimum of 1 year warranty on parts and service	

	Training: Includes free end-user training upon installation	
7	**Suction machine heavy duty** : Brandnew Suction machine heavy duty (2 bottles) ax.Vacuum:>0.09MPa.Adjustable vacuum range ;0.02-0.09 MPa(150-680 mmhg).flow rate: .40L/min. Storage bottle:2500 ml x 2 (glass).Input:250 VA. Power supply:AC220V 50Hz.Dimension:360mm x 320mm x830mm.Package dimension:465mm x 465mm x936mm Gross weight/N.W:23.5 kg/20 kg ,floor mounted With 1 year warranty and free end-users training	
8	**Suction Machine** : Brandnew Suction machine, single bottle, portable Type: electric or battery operated. Vacuum type : oil-free ,maintenance free. Max Negative pressure:0.08MPa(600 mmhg) 0r higher,Flow rate : 16-18L/min(varies from model),Bottles Company : 1000ml(1 Liter),Noise Level : _<65 dB,Adjustable suction levels. Power supply :AC220V 100-240V,50/60Hz,Battery backup : 30 - 60 minutes of operation on a full charge,Charging time : 4-6 hours,Size: compact (approx.280x195x245mm),Weight:around 3-5kg,Handle: built in for easy transport.Prevents liquid from entering the pump,Bacteria filter : prevents contamination,Auto Shut-off Activates when the bottle is full. With 1 year warranty and free end-users training	
9	**Infusion Pump** : Brandnew Infusion pump Volumetric pump utilizing a peristaltic finger method. Flow rate: 0.1ml/h. Accuracy: wihtin_+5%.Occlusion detection: selectable in 3 steps(low,medium,high). Display: large color screen providing clear visual instructions and alarm indicators.Alarms: visual and audible alerts for occlusion,air-in-line,door status,flow rate abnormalities ,and low battery. Power supply: AC220V 100-240V,50/60Hz with internal battery back up. Battery backup:approximately 5 hours of continuous operation at a flow rate of 25	

	ml/HR with a fully charged battery.Dimension:Compact and portable design with an integrated handle and flexible pole clamp for easy mobility.Weight: approx. 2.0 kg. Compatibility : manufacture or universal IV tubing. With 1 year warranty and free end-users training	
10	**Syringe Pump Machine** : Brandnew Syringe pump Compatible syringe syringes:5ml,10ml,20ml,30ml and 50 ml. Flow rate : 0.1 ml/HR to 300ml/h,adjustable in 0.1ml/H increments for setting from 0.1 to 99.9 ml/H ,and 1 ml/H increments for setting from 100 to 300 ml/HR Flow rate accuracy:mechanical accuracy of _+1%,overall accuracy including syringe is _+3%.Occlusion detection : Pressure selectable from three levels: level III : 800_+200 mmhg (106,7kPa_+26.7kPa),Level II: 500_+100 mmhg(66.7kPa_ +13.3kPa),Level I : 3000_+100 mmhg(40kPa_ +13.3kPa).Display: Clear LCD screen displaying flow rate,volume infused,and alarm indicators. Alarms :Visual and audible alerts for occlusion,syringe disengagement,low battery,and end of Infusion. Power supply : AC220V 100-240V.50/60Hz with an internal battery backup. Backup Battery: approximately 5 hours of continuous operations at a flow rate of 25ml/H with a fully charged battery.Dimensions: Compact and lightweight designs suitable for bedside use. Weight : approximately 2kls. With 1 year warranty and free end-users training	
11	**Hematocrit Centrifuge (24 placer)** : HEMATOCRIT CENTRIFUGE - Max Speed: Typically 10,000 to 15,000 RPM Max RCF (Relative Centrifuge Force): 10,000 x g to 20,000 x g Capacity: Usually 6 to 24 capillary tubes or 2 to 6 microtubes	
12	**Microscope** : Optical System: UIS2 Infinity Optical System Head: Binocular Head, 30° Inclined, Interpupillary Distance 48~75mm, High Eyepoint Adjustable 377.8-427.7mm	

	Eyepiece: WF10x/20mm Nosepiece: Quadruple Nosepiece Objective: Plan Achromatic Objective: 4× N.A.0.1, W.D. 27.8mm 10× N.A.0.25 W.D. 8.0mm 40× N.A.0.65 W.D. 0.6mm 100× N.A.1.25 W.D. 0.13mm Working Stage: Mechanical Working Stage, Moving Range 76*30mm Focusing: Coaxial Coarse 15mm per circle, Fine Focus Knob, Minimum Division 0.0025mm Condenser: Abbe Condenser N.A.1.25 Light Source: Transmit Illumination, 0.5W LED, Kohler Illumination Size: 198 (W) x 258 (D) x 384 (H) mm Weight: Gross Weight 5.9Kgs Power Supply: AC 100±240 V 50/60 Hz 0.4 A, With Power Cord Dust Cover: Dust Cover Type 015 For CX21/31/41 (L 450mm x H 460mm)	
13	**Biological Refrigerator (4 Shelves)** : BIOLOGICAL REFRIGERATOR Capacity: Minimum 300 Liters Temperature Range: +2°C to +8°C, microprocessor-controlled with digital display Cooling System: Forced-air circulation, CFC-free refrigerant, auto-defrost Alarms: Audible and visual for high/low temp, power failure, door ajar Shelving: Adjustable, corrosion-resistant shelves Security: Lockable door with key Power Supply: 220V-240V, 60Hz, energy efficient Data Logger: with USB or SD Card for at least 30-day temp recording Certification: FDA-registered (PH), CE/ISO/WHO PQS preferred Warranty & Support: 2 years parts & service; delivery, installation, and user training included	

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

Name of Company/Bidder	Signature Over Printed Name of Representative	Date

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) **in accordance with Section 8.5.2 of the IRR**;

Technical Documents

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

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

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

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

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

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

☐ (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

government procurement activities for the same item or product.

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

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