

PHILIPPINE BIDDING DOCUMENTS

for the

Supply and Delivery of Medical Supplies for Anesthesiology - CY 2023 - Framework Agreement

Project Reference No.: BAC1-2022-10-0069

End-User: Property and Supply Division

UPM – PHILIPPINE GENERAL HOSPITAL

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



University of the Philippines
The Health Sciences Center
BIDS & AWARDS COMMITTEE 1
BAC Office, PGH Compound
Taft Avenue, Manila
Tel. No. 554-8400 local 3014 / 3015



INVITATION TO BID FOR ***Supply and Delivery of Medical Supplies for CY 2023***

1. The ***University of the Philippines Manila – Philippine General Hospital (UPM-PGH)***, using a *single-year* for a duration of *one (1) year* Framework Agreement, through the *General Appropriations Act CY 2022* intends to apply the sum of **Ninety Two Million Nine Hundred Forty Five Thousand Five Hundred Sixty Six Pesos & 40/100 (PhP92,945,566.40) inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.**
2. The ***University of the Philippines Manila – Philippine General Hospital (UPM-PGH)*** now invites bids for ***Supply and Delivery of Medical Supplies for Anesthesiology - CY 2023- (Framework Agreement)*** Delivery of the Goods will be on staggered basis. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184

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

4. Prospective Bidders may obtain further information from UPM-PGH BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00AM to 4:30PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 December 2022** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***(Four Thousand Pesos Only (PhP4,000.00))***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

6. The UPM-PGH will hold a Pre-Bid Conference on 9:30AM, 06 December 2022 onwards at the -BAC1 Office Conference Room, PGH Compound, Taft Avenue, Manila. Which shall be open to prospective bidders and/or through video conferencing or webcasting via [ZOOM], which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **9:00AM, 20 December 2022**. 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 9:30AM, 20 December 2022 at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The UPM-PGH 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:

BAC 1 Secretariat
UP-Philippine General Hospital
PGH Compound, Taft Avenue, Manila
Telephone No.: 8-554-8400 local 3014/3015
e-Mail Address: bac1.pgh@gmail.com/bac1pgh.upm@up.edu.ph

You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph]

Dean CHARLOTTE M. CHIONG, MD, PhD
Chair, Bids and Awards Committee (BAC) 1

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the ***University of the Philippines Manila – Philippine General Hospital***. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, UPM-PGH wishes to receive Bids for the ***Supply and Delivery of Medical Supplies for Anesthesiology - for CY 2023*** under a Framework Agreement, with identification number ***BAC1-2022-10-0069***

The Procurement Project (referred to herein as “Project”) is composed of *One Hundred Twenty Four (124) 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 ***General Appropriations Act CY 2022*** in the amount of **Ninety Two Million Nine Hundred Forty Five Thousand Five Hundred Sixty Six Pesos & 40/100 ONLY (PhP92,945,566.40)**

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

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 **ITB** by the BAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 ***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.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be,

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.

- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 follows:
- Option 1 – 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-

Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

This Section is intended to assist the ***University of the Philippines Manila – Philippine General Hospital*** in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The ***University of the Philippines Manila – Philippine General Hospital*** should specify in the BDS information and requirements specific to the circumstances of the ***University of the Philippines Manila – Philippine General Hospital***, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

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

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Medical Supplies b. completed within two (2) years prior to the deadline for the submission and receipt of bids. 				
7.1	<i>Subcontracting is not allowed</i>				
12	The price of the Goods shall be quoted DDP <i>University of the Philippines Manila – Philippine General Hospital</i> for the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	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 <i>the amount equivalent to two percent (2%) of ABC</i> , 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 <i>the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.				
19.3	ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY'S REQUIREMENTS)	UNIT COST (PHP)
	1	300	pc	Airway, supraglottic device with gastric access, size 1	2,112.50
	2	240	pc	Airway, supraglottic device with gastric access, size 1.5	2,112.50
	3	300	pc	Airway, supraglottic device with gastric access, size 2	2,112.50
	4	240	pc	Airway, supraglottic device with gastric access, size 2.5	2,112.50
	5	240	pc	Airway, second-generation supraglottic device with gastric access, size 3	2,112.50
	6	240	pc	Airway, second-generation supraglottic device with gastric access, size 4	2,112.50
	7	240	pc	Airway, second-generation supraglottic device with gastric access, size 5	2,112.50
	8	500	pc	Airway, oral, size 000** 30mm-40mm., sterile, oropharyngeal airway (guedel type)	64.00
	9	500	pc	Airway, oral, size 00** 40mm-50mm., sterile, oropharyngeal airway (guedel type)	64.00
	10	500	pc	Airway, oral, size 0** 50mm-60mm, sterile, oropharyngeal airway (guedel type)	64.00

	ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY'S REQUIREMENTS)	UNIT COST (PHP)
	11	240	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 20	324.50
	12	240	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 22	324.50
	13	240	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 26	324.50
	14	480	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 28	324.50
	15	480	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 30	324.50
	16	480	pc	Airway, nasopharyngeal (latex with adjustable flange) Fr. 32	324.50
	17	10	pc	Airway exchanger catheter Fr8 (45cm)	10,000.00
	18	10	pc	Airway exchanger catheter Fr14 (83cm)	10,000.00
	19	10	pc	Endobronchial blocker Fr 7.0	14,780.00
	20	10	pc	Endobronchial blocke with multi port adapter with scope LCD	12,500.00
	21	10	pc	Endobronchial blocker with oxygen adapter	15,000.00
	22	10	pc	Endobronchial blocker with dust lid	15,000.00
	23	2	pc	Laryngoflex flexible armoured tracheostomy tube with valve Fr 7	7,800.00
	24	2	pc	Laryngoflex flexible armoured tracheostomy tube with valve Fr 8	7,800.00
	25	6,000	pc	Anesthetic breathing circuit, pediatric GSE (Gas Sampling Elbow) with cap, parallel wye, B/V filter, 1 lit. latex-free breathing bag	570.00
	26	12,500	pc	Anesthetic breathing system 22mm, 2.0m, adult, with 3L bag, filter & 1.5m limb	579.33
	27	1,500	pc	Anesthetic breathing system, pediatric with pediatric APL valve (Jackson Rees) with 0.5 liter bag	1,200.00
	28	60	pc	Co-axial adult breathing circuit compatible with existing anesthesia machines	2,500.00
	29	24	pc	Co-axial pediatric breathing circuit compatible with existing anesthesia machines	2,500.00
	30	9,000	pc	Blood analysis one test card with 13 analytes (pH, Na+, Glu, pCO2, K+, Lac, pO2, Ca++, Crea, TC02, Cl-, BUN, Hct) with provision for compatible reader device	650.00

ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY's REQUIREMENTS)	UNIT COST (PHP)
31	480	pc	Echogenic Continuous nerve block catheter g. 18x 51mm	3,000.00
32	480	pc	Echogenic Continuous nerve block catheter g. 18x 83mm	3,000.00
33	480	pc	Elastomeric Infusion pump in 100 ml for 50 hours	1,425.05
34	480	pc	Elastomeric Infusion pump in 270 ml for 54 hours	1,425.05
35	20	pc	Fast flow disposable (normothermic) IV administration sets and accessories, compatible with existing device	9,419.40
36	600	pc	Mask, anesthetic, face, neonate, size 0	180.00
37	1,000	pc	Mask, anesthetic, face, infant, size 1	180.00
38	3,000	pc	Mask, anesthetic, face, toddler, size 2	180.00
39	3,000	pc	Mask, anesthetic, face, child/small adult, size 3	180.00
40	3,000	pc	Mask, anesthetic, face, adult size 4 medium	180.00
41	2,000	pc	Mask, anesthetic, face, adult size 5 large	180.00
42	120	pc	Lumbar puncture periprocedural care tray with spinal manometer	441.00
43	600	pc	Medication cassette reservoir 100 ml, compatible with existing CADD Solis pump	647.00
44	256	pc	Medication Cassette Reservoir, 250 ml, compatible with existing CADD Solis pump	1,115.00
45	856	pc	Medication Extension Set, 60 inches, compatible with existing CADD Solis pump	240.00
46	256	pc	Administration Set, compatible with existing CADD Solis pump	815.00
47	480	pc	Radial arterial catheter set g. 20x 1 ½	1,000.00
48	480	pc	Radial arterial catheter set g. 20x 1 ¾	800.00
49	2,400	pc	Echogenic single shot nerve block needles 21Gx100mm	780.00
50	2,400	pc	Echogenic single shot nerve block needles 22Gx50mm	780.00
51	240	pc	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 6	300.00
52	240	pc	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 8	250.00
53	1,000	pc	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 10	250.00
54	1,000	pc	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 12	250.00
55	1,000	pc	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 14	250.00
56	6,000	pc	Transducer, pressure monitoring kit, disposable, for arterial line	1,800.00

	ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY'S REQUIREMENTS)	UNIT COST (PHP)
	57	60	pc	Tube, Endobronchial, fr. 26 (double lumen), left	5,100.00
	58	180	pc	Tube, Endobronchial, fr. 35 (double lumen), left	7,050.00
	59	180	pc	Tube, Endobronchial, fr. 37 (double lumen), left	7,050.00
	60	60	pc	Tube, Endobronchial, fr. 39 (double lumen), left	5,100.00
	61	10	pc	Endobronchial blocker tube normal (rotating fixing type) Fr. 5	6,900.00
	62	10	pc	Endobronchial blocker tube with Auto inflator (rotating fixing type) Fr. 7	7,350.00
	63	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 3.0mm	1,354.00
	64	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 3.5mm	1,354.00
	65	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 4.0mm	1,354.00
	66	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 4.5mm	1,354.00
	67	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 5.0mm	1,354.00
	68	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 5.5mm	1,354.00
	69	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 6.0mm	1,354.00
	70	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 6.5mm	1,354.00
	71	960	pc	Tube, endotracheal, sterile, reinforced, armoured, 7.0mm	1,354.00
	72	960	pc	Tube, endotracheal, sterile, reinforced, armoured, 7.5mm	1,354.00
	73	960	pc	Tube, endotracheal, sterile, reinforced, armoured, 8.0mm	1,354.00
	74	480	pc	Tube, endotracheal, sterile, reinforced, armoured, 8.5mm	1,354.00
	75	14,000	pc	Perfusor line, polyvinyl chloride, Luer-lock, 150cm	168.55
	76	14,000	pc	Perfusor line, polyvinyl chloride, Luer-lock, 75cm	98.95
	77	144	pc	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.0 mm	404.00
	78	144	pc	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.5 mm	404.00
	79	144	pc	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.0 mm	404.00
	80	144	pc	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.5 mm	404.00

	ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY'S REQUIREMENTS)	UNIT COST (PHP)
	81	144	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 5.5 mm	404.00
	82	240	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.0 mm	404.00
	83	240	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.5 mm	404.00
	84	240	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.0 mm	404.00
	85	240	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.5 mm	404.00
	86	240	pc	Tube, Tracheal, preformed nasal, adult, w/ cuff 8.0 mm	404.00
	87	144	pc	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.0 mm	404.00
	88	144	pc	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.5 mm	404.00
	89	144	pc	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.0 mm	404.00
	90	144	pc	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.5 mm	404.00
	91	144	pc	Tube, Tracheal, preformed oral, adult, with cuff 5.0 mm	404.00
	92	144	pc	Tube, Tracheal, preformed oral, adult, with cuff 5.5 mm	404.00
	93	144	pc	Tube, Tracheal, preformed oral, adult, with cuff 6.0 mm	404.00
	94	144	pc	Tube, Tracheal, preformed oral, adult, with cuff 6.5 mm	404.00
	95	240	pc	Tube, Tracheal, preformed oral, adult, with cuff 7.0 mm	404.00
	96	240	pc	Tube, Tracheal, preformed oral, adult, with cuff 7.5 mm	404.00
	97	240	pc	Tube, Tracheal, preformed oral, adult, with cuff 8.0 mm	404.00
	98	144	pc	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.0 mm	384.00
	99	180	pc	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.5 mm	384.00
	100	144	pc	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 8.0 mm	384.00
	101	600	pc	Sterile sonography cover with adhesive area without fixation tape	384.00
	102	600	pc	Stat CO2 colorimetric CO2. Detector from blue to yellow with pull tab activator for	1,100.00

				patients 15kg. And up body weight, brand new		

ITEM NO.	QTY	UOM	ITEM DESCRIPTION (AGENCY'S REQUIREMENTS)	UNIT COST (PHP)
103	1,040	pc	Pediatric Warming Blanket, Uninflated, 30 in. x 57 in. (76 cm x 145 cm) compatible with existing device	1,565.72
104	520	pc	Adult Full-Body/MultiAccess Blanket, Uninflated, 40 in. x 79 in. (102 cm x 201 cm) compatible with existing device	904.04
105	32	pc	BIS quatro adult sensor compatible with existing device	20,000.00
106	16	pc	BIS pediatric sensor compatible with existing device	20,000.00
107	240	pc	Adult regional oximeter (rSO2) sensor, with provision for compatible reader device	15,000.00
108	420	pc	Central venous catheter triple lumen Fr 7 x 15-20 cm	3,639.30
109	420	pc	Central venous catheter single lumen G20 x 12 cm	8,000.00
110	60	pc	Central venous catheter set G22 x 10 cm	8,000.00
111	60	pc	Central venous catheter set G24 x 9 cm	8,000.00
112	360	pc	Central venous catheter set double lumen Fr 4 x 8 cm	4,494.00
113	60	pc	Central venous catheter set double lumen Fr 4 x 13 cm	8,000.00
114	60	pc	Central venous catheter set double lumen Fr 4 x 30 cm	8,000.00
115	60	pc	Central venous catheter set double lumen Fr 5 x 8 cm	4,437.83
116	60	pc	Central venous catheter set double lumen Fr 5 x 30 cm	8,000.00
117	240	pc	Four lumen thermodilution catheter (F7 x 110 cm) with contamination sheath	15,000.00
118	2,400	pc	Activated clotting time tubes compatible with existing device	250.00
119	60	pc	Waterlock compatible with existing Draeger anesthesia machine, 12 pc per box	33,000.00
120	24	pc	D-fend water trap compatible with existing GE Carestation 620 anesthesia machine, 10 pc per box	40,000.00
121	52	box	Water trap, dual slot, adult/pedia, compatible with existing Mindray physiologic monitors, 10 pc per box	24,500.00
122	8	box	Water trap, dual slot, neonate, compatible with existing Mindray physiologic monitors, 10 pc per box	24,500.00
123	24	pc	CO2 Nasal Sample Cannula with 7 ft. Line, Adult, Box of 25, compatible with existing multiparameter physiologic monitor	4,000.00
124	24	roll	CO2 Nasal Sample Cannula with 7 ft. Line, Pediatric, Box of 25, compatible with existing multiparameter physiologic monitor	40,000.00
TOTAL APPROVED BUDGET FOR THE CONTRACT:				PhP92,945,566.40

Terms and Conditions:

1. Indicate the brand and packing of the items offered.
2. The brand offered must be at least three (3) years commercially available in the market from date of opening of bids. Proof of this shall be the initial Certificate of Product Registration (CPR) issued by the Food and Drug Administration (FDA).
3. Bidders are required to submit at least two (2) sample/s per item in its original packing. This will be subject for evaluation and as basis for inspection. All samples should be properly labeled (indicate name of bidder, item number and brand) and submitted to the BAC1-Secretariat one (1) week before opening of bids. (Sample submitted by the non-winning bidder shall be returned upon award to the winning bidder).
4. Submit the following documents, submission should be per product, with tab and per item number.
 - Two (2) copies for the Valid Certificate of Product Registration.
 - **Memorandum of Agreement (MOA) and Certificate of exclusive/authorized distributorship between the manufacturer and distributor.** Distributors/suppliers must have certification from their principals that they are the exclusive/authorized distributor of the medical products and authorized to submit tender for the product on behalf of the principal, and that all commitments made by them shall be honored by the principal in case of termination of distributorship agreement.
 - **The name of the respective distributor should appear in the submitted CPR of the medical supplies.**

Note: CPRs that will expire within three (3) months from the date of opening of bids should present the Official Receipt of renewal of application with the Document Tracking log for the CPR from the FDA.
 - **Valid License to Operate (LTO).**
 - **A notarized certificate that the offered brand has not been subject to product complaint/product recall** for the past three (3) years.
 - **Certificate of Acceptance** from at least three (3) major hospital issued within the year and should be supported with Sales Invoice (*for new item/brand offered only*).
 - **A notarized certificate** that there is sufficient stocks for the offered item/s for one (1) year.
5. New brands offered shall be subject to further evaluation and shall require the following:
 - a. Validation of the submitted Certificate of Acceptance from at least three (3) Level 3 hospitals;
 - b. Justification from end-user/s to validate the acceptance of the good/s offered (to be facilitated by PGH-PSD) Deliveries shall have at least one (1) year expiration date
6. Deliveries shall have **at least two (2) year** expiration date

	<p>7. Delivery of the goods is required as stated in the request of the end-user, commencing on the 3rd working day of notification through confirmed fax that the approved Call-Offs (Purchase Order) / Notice to Supplier (NTS) is already available for pick-up.</p> <p>Delivery schedule (whichever is applicable):</p> <ol style="list-style-type: none"> within seven (7) calendar days; within five (5) working days; as may be called for; staggered delivery within three (3) months <ul style="list-style-type: none"> ➤ 50% of the total quantity within seven (7) calendar days and 25% each for the succeeding month. <p>Note: The end-user has the right to adjust the quantity to be delivered depending on the actual need of the hospital.</p> <p>8. It is understood that the Contractor is legally responsible to deliver all issued Purchase Orders and failure to deliver the first Purchase Order as scheduled shall mean automatic cancellation of the Purchase Order and Notice of Award (NOA).</p> <p>Purchase from other source for whatever means shall take effect immediately to provide the requirements of the hospital. Penalty to the defaulting contractor shall be charged accordingly.</p> <p>9. The quantities specified are the estimated requirements during the period and may be decreased depending upon the actual need of the hospital and availability of funds. It is understood therefore that the hospital is not bound to order/purchase all the quantities/items called for in this Purchase Request.</p> <p>10. For all items that had been returned for various reasons, a credit memo shall be issued by the Contractor within one (1) month otherwise, a debit memo shall be processed by UP Manila – PGH and the amount will be deducted from any amount due to Contractor.</p> <p>11. Failure to comply with the submission of the required documents shall be ground for post-disqualification in accordance with RA 9184.</p> <p>12. Compliance with R.A. 9184 and other applicable laws</p>
20.2	<p>1. Latest Income and Business Tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p>2. License to Operate (LTO) if applicable.</p>
21.2	Not applicable

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

Information that complements provisions of the GCC must be incorporated.

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

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

Special Conditions of Contract

GCC Clause	
1	<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>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the University of the Philippines Manila – Philippine General Hospital 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 is the assigned staff.</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. 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 <i>University of the Philippines Manila – Philippine General Hospital</i> 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 [<i>See attached Terms and Conditions</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>See attached Terms and Conditions</i>] months 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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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 <i>University of the Philippines Manila – Philippine General Hospital</i> 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 <i>University of the Philippines Manila – Philippine General Hospital</i> 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</p>

	be deemed to have passed to the <i>University of the Philippines Manila – Philippine General Hospital</i> until their receipt and final acceptance at the final destination.
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the <i>University of the Philippines Manila – Philippine General Hospital</i> 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>
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
1	Airway, supraglottic device with gastric access, size 1	2,112.50	300 pcs	633,750.00
2	Airway, supraglottic device with gastric access, size 1.5	2,112.50	240 pcs	507,000.00
3	Airway, supraglottic device with gastric access, size 2	2,112.50	300 pcs	633,750.00
4	Airway, supraglottic device with gastric access, size 2.5	2,112.50	240 pcs	507,000.00
5	Airway, second-generation supraglottic device with gastric access, size 3	2,112.50	240 pcs	507,000.00
6	Airway, second-generation supraglottic device with gastric access, size 4	2,112.50	240 pcs	507,000.00
7	Airway, second-generation supraglottic device with gastric access, size 5	2,112.50	240 pcs	507,000.00
8	Airway, oral, size 000** 30mm-40mm., sterile, oropharyngeal airway (guedel type)	64.00	500 pcs	32,000.00
9	Airway, oral, size 00** 40mm-50mm., sterile, oropharyngeal airway (guedel type)	64.00	500 pcs	32,000.00
10	Airway, oral, size 0** 50mm-60mm, sterile, oropharyngeal airway (guedel type)	64.00	500 pcs	32,000.00
11	Airway, nasopharyngeal (latex with adjustable flange) Fr. 20	324.50	240 pcs	77,880.00
12	Airway, nasopharyngeal (latex with adjustable flange) Fr. 22	324.50	240 pcs	77,880.00
13	Airway, nasopharyngeal (latex with adjustable flange) Fr. 26	324.50	240 pcs	77,880.00
14	Airway, nasopharyngeal (latex with adjustable flange) Fr. 28	324.50	480 pcs	155,760.00
15	Airway, nasopharyngeal (latex with adjustable flange) Fr. 30	324.50	480 pcs	155,760.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
16	Airway, nasopharyngeal (latex with adjustable flange) Fr. 32	324.50	480 pcs	155,760.00
17	Airway exchanger catheter Fr8 (45cm)	10,000.00	10 pcs	100,000.00
18	Airway exchanger catheter Fr14 (83cm)	10,000.00	10 pcs	100,000.00
19	Endobronchial blocker Fr 7.0	14,780.00	10 pcs	147,800.00
20	Endobronchial blocker with multi port adapter with scope LCD	12,500.00	10 pcs	125,000.00
21	Endobronchial blocker with oxygen adapter	15,000.00	10 pcs	150,000.00
22	Endobronchial blocker with dust lid	15,000.00	10 pcs	150,000.00
23	Laryngoflex flexible armoured tracheostomy tube with valve Fr 7	7,800.00	2 pcs	15,600.00
24	Laryngoflex flexible armoured tracheostomy tube with valve Fr 8	7,800.00	2 pcs	15,600.00
25	Anesthetic breathing circuit, pediatric GSE (Gas Sampling Elbow) with cap, parallel wye, B/V filter, 1 liter latex-free breathing bag	570.00	6,000 pcs	3,420,000.00
26	Anesthetic breathing system 22mm, 2.0m, adult, with 3L bag, filter & 1.5m limb	579.33	12,500 pcs	7,241,625.00
27	Anesthetic breathing system, pediatric with pediatric APL valve (Jackson Rees) with 0.5 liter bag	1,200.00	1,500 pcs	1,800,000.00
28	Co-axial adult breathing circuit compatible with existing anesthesia machines	2,500.00	60 pcs	150,000.00
29	Co-axial pediatric breathing circuit compatible with existing anesthesia machines	2,500.00	24 pcs	60,000.00
30	Blood analysis one test card with 13 analytes (pH, Na+, Glu, pCO2, K+, Lac, pO2, Ca++, Crea, TC02, Cl-, BUN, Hct) with provision for compatible reader device	650.00	9,000 pcs	5,850,000.00
31	Echogenic Continuous nerve block catheter g. 18x 51mm	3,000.00	480 pcs	1,440,000.00
32	Echogenic Continuous nerve block catheter g. 18x 83mm	3,000.00	480 pcs	1,440,000.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
33	Elastomeric Infusion pump in 100 ml for 50 hours	1,425.05	480 pcs	684,024.00
34	Elastomeric Infusion pump in 270 ml for 54 hours	1,425.05	480 pcs	684,024.00
35	Fast flow disposable (normothermic) IV administration sets and accessories, compatible with existing device	9,419.40	20 pcs	188,388.00
36	Mask, anesthetic, face, neonate, size 0	180.00	600 pcs	108,000.00
37	Mask, anesthetic, face, infant, size 1	180.00	1,000 pcs	180,000.00
38	Mask, anesthetic, face, toddler, size 2	180.00	3,000 pcs	540,000.00
39	Mask, anesthetic, face, child/small adult, size 3	180.00	3,000 pcs	540,000.00
40	Mask, anesthetic, face, adult size 4 medium	180.00	3,000 pcs	540,000.00
41	Mask, anesthetic, face, adult size 5 large	180.00	2,000 pcs	360,000.00
42	Lumbar puncture periprocedural care tray with spinal manometer	441.00	120 pcs	52,920.00
43	Medication cassette reservoir 100 ml, compatible with existing CADD Solis pump	647.00	600 pcs	388,200.00
44	Medication Cassette Reservoir, 250 ml, compatible with existing CADD Solis pump	1,115.00	256 pcs	285,440.00
45	Medication Extension Set, 60 inches, compatible with existing CADD Solis pump	240.00	856 pcs	205,440.00
46	Administration Set, compatible with existing CADD Solis pump	815.00	256 pcs	208,640.00
47	Radial arterial catheter set g. 20x 1 ½	1,000.00	480 pcs	480,000.00
48	Radial arterial catheter set g. 20x 1 ¾	800.00	480 pcs	384,000.00
49	Echogenic single shot nerve block needles 21Gx100mm	780.00	2,400 pcs	1,872,000.00
50	Echogenic single shot nerve block needles 22Gx50mm	780.00	2,400 pcs	1,872,000.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
51	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 6	300.00	240 pcs	72,000.00
52	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 8	250.00	240 pcs	60,000.00
53	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 10	250.00	1,000 pcs	250,000.00
54	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 12	250.00	1,000 pcs	250,000.00
55	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 14	250.00	1,000 pcs	250,000.00
56	Transducer, pressure monitoring kit, disposable, for arterial line	1,800.00	6,000 pcs	10,800,000.00
57	Tube, Endobronchial, fr. 26 (double lumen), left	5,100.00	60 pcs	306,000.00
58	Tube, Endobronchial, fr. 35 (double lumen), left	7,050.00	180 pcs	1,269,000.00
59	Tube, Endobronchial, fr. 37 (double lumen), left	7,050.00	180 pcs	1,269,000.00
60	Tube, Endobronchial, fr. 39 (double lumen), left	5,100.00	60 pcs	306,000.00
61	Endobronchial blocker tube normal (rotating fixing type) Fr. 5	6,900.00	10 pcs	69,000.00
62	Endobronchial blocker tube with Auto inflator (rotating fixing type) Fr. 7	7,350.00	10 pcs	73,500.00
63	Tube, endotracheal, sterile, reinforced, armoured, 3.0mm	1,354.00	480 pcs	649,920.00
64	Tube, endotracheal, sterile, reinforced, armoured, 3.5mm	1,354.00	480 pcs	649,920.00
65	Tube, endotracheal, sterile, reinforced, armoured, 4.0mm	1,354.00	480 pcs	649,920.00
66	Tube, endotracheal, sterile, reinforced, armoured, 4.5mm	1,354.00	480 pcs	649,920.00
67	Tube, endotracheal, sterile, reinforced, armoured, 5.0mm	1,354.00	480 pcs	649,920.00
68	Tube, endotracheal, sterile, reinforced, armoured, 5.5mm	1,354.00	480 pcs	649,920.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
69	Tube, endotracheal, sterile, reinforced, armoured, 6.0mm	1,354.00	480 pcs	649,920.00
70	Tube, endotracheal, sterile, reinforced, armoured, 6.5mm	1,354.00	480 pcs	649,920.00
71	Tube, endotracheal, sterile, reinforced, armoured, 7.0mm	1,354.00	960 pcs	1,299,840.00
72	Tube, endotracheal, sterile, reinforced, armoured, 7.5mm	1,354.00	960 pcs	1,299,840.00
73	Tube, endotracheal, sterile, reinforced, armoured, 8.0mm	1,354.00	960 pcs	1,299,840.00
74	Tube, endotracheal, sterile, reinforced, armoured, 8.5mm	1,354.00	480 pcs	649,920.00
75	Perfusor line, polyvinyl chloride, Luer-lock, 150cm	168.55	14,000 pcs	2,359,700.00
76	Perfusor line, polyvinyl chloride, Luer-lock, 75cm	98.95	14,000 pcs	1,385,300.00
77	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.0 mm	404.00	144 pcs	58,176.00
78	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.5 mm	404.00	144 pcs	58,176.00
79	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.0 mm	404.00	144 pcs	58,176.00
80	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.5 mm	404.00	144 pcs	58,176.00
81	Tube, Tracheal, preformed nasal, adult, w/ cuff 5.5 mm	404.00	144 pcs	58,176.00
82	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.0 mm	404.00	240 pcs	96,960.00
83	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.5 mm	404.00	240 pcs	96,960.00
84	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.0 mm	404.00	240 pcs	96,960.00
85	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.5 mm	404.00	240 pcs	96,960.00
86	Tube, Tracheal, preformed nasal, adult, w/ cuff 8.0 mm	404.00	240 pcs	96,960.00
87	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.0 mm	404.00	144 pcs	58,176.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
88	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.5 mm	404.00	144 pcs	58,176.00
89	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.0 mm	404.00	144 pcs	58,176.00
90	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.5 mm	404.00	144 pcs	58,176.00
91	Tube, Tracheal, preformed oral, adult, with cuff 5.0 mm	404.00	144 pcs	58,176.00
92	Tube, Tracheal, preformed oral, adult, with cuff 5.5 mm	404.00	144 pcs	58,176.00
93	Tube, Tracheal, preformed oral, adult, with cuff 6.0 mm	404.00	144 pcs	58,176.00
94	Tube, Tracheal, preformed oral, adult, with cuff 6.5 mm	404.00	144 pcs	58,176.00
95	Tube, Tracheal, preformed oral, adult, with cuff 7.0 mm	404.00	240 pcs	96,960.00
96	Tube, Tracheal, preformed oral, adult, with cuff 7.5 mm	404.00	240 pcs	96,960.00
97	Tube, Tracheal, preformed oral, adult, with cuff 8.0 mm	404.00	240 pcs	96,960.00
98	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.0 mm	384.00	144 pcs	55,296.00
99	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.5 mm	384.00	180 pcs	69,120.00
100	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 8.0 mm	384.00	144 pcs	55,296.00
101	Sterile sonography cover with adhesive area without fixation tape	384.00	600 pcs	230,400.00
102	Stat CO2 colorimetric CO2. Detector from blue to yellow with pull tab activator for patients 15kg. And up body weight, brand new	1,100.00	600 pcs	660,000.00
103	Pediatric Warming Blanket, Uninflated, 30 in. x 57 in. (76 cm x 145 cm) compatible with existing device	1,565.72	1,040 pcs	1,628,348.80

FRAMEWORK AGREEMENT LIST (AGENCY)				
<i>Item / Service Type and nature of each item/service</i>		<i>Unit Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
104	Adult Full-Body/MultiAccess Blanket, Uninflated, 40 in. x 79 in. (102 cm x 201 cm) compatible with existing device	904.04	520 pcs	470,100.80
105	BIS quatro adult sensor compatible with existing device	20,000.00	32 pcs	640,000.00
106	BIS pediatric sensor compatible with existing device	20,000.00	16 pcs	320,000.00
107	Adult regional oximeter (rSO2) sensor, with provision for compatible reader device	15,000.00	240 pcs	3,600,000.00
108	Central venous catheter triple lumen Fr 7 x 15-20 cm	3,639.30	420 pcs	1,528,506.00
109	Central venous catheter single lumen G20 x 12 cm	8,000.00	420 pcs	3,360,000.00
110	Central venous catheter set G22 x 10 cm	8,000.00	60 pcs	480,000.00
111	Central venous catheter set G24 x 9 cm	8,000.00	60 pcs	480,000.00
112	Central venous catheter set double lumen Fr 4 x 8 cm	4,494.00	360 pcs	1,617,840.00
113	Central venous catheter set double lumen Fr 4 x 13 cm	8,000.00	60 pcs	480,000.00
114	Central venous catheter set double lumen Fr 4 x 30 cm	8,000.00	60 pcs	480,000.00
115	Central venous catheter set double lumen Fr 5 x 8 cm	4,437.83	60 pcs	266,269.80
116	Central venous catheter set double lumen Fr 5 x 30 cm	8,000.00	60 pcs	480,000.00
117	Four lumen thermodilution catheter (F7 x 110 cm) with contamination sheath	15,000.00	240 pcs	3,600,000.00
118	Activated clotting time tubes compatible with existing device	250.00	2,400 pcs	600,000.00
119	Waterlock compatible with existing Draeger anesthesia machine, 12 pc per box	33,000.00	60 pcs	1,980,000.00
120	D-fend water trap compatible with existing GE Carestation 620 anesthesia machine, 10 pc per box	40,000.00	24 pcs	960,000.00
121	Water trap, dual slot, adult/pedia, compatible with existing Mindray physiologic monitors, 10 pc per box	24,500.00	52boxes	1,274,000.00

FRAMEWORK AGREEMENT LIST (AGENCY)				
Item / Service Type and nature of each item/service		Unit Cost per item or service	Maximum Quantity	Total Cost per Item
122	Water trap, dual slot, neonate, compatible with existing Mindray physiologic monitors, 10 pc per box	24,500.00	8boxes	196,000.00
123	CO2 Nasal Sample Cannula with 7 ft. Line, Adult, Box of 25, compatible with existing multiparameter physiologic monitor	4,000.00	24pcs	96,000.00
124	CO2 Nasal Sample Cannula with 7 ft. Line, Pediatric, Box of 25, compatible with existing multiparameter physiologic monitor	40,000.00	24rolls	960,000.00
TOTAL (Approved Budget for the Contract)			Php92,945,566.40	
<i>Expected delivery timeframe after receipt of a Call-Off.</i>			<i>Within seven (7) calendar days upon issuance of Call-off.</i>	
<i>Remarks</i>			<i>Indicate here any other appropriate information as may be necessary.</i>	
Sgd. MARIA BERNADETTE P. IDJAO, MMPA		<i>Chief Administrative Officer</i>	Property and Supply Division	
<i>SIGNATURE OVER PRINTED NAME</i>		<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

Where appropriate, drawings, including site plans as required, may be furnished by the *University of the Philippines Manila – Philippine General Hospital* with the Bidding Documents. Similarly, the Supplier may be requested to during contract execution.

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

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Technical Specifications

Item	Specification	Statement of Compliance
		<i>[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.]</i>

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[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.]</i></p>

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
1	Airway, supraglottic device with gastric access, size 1	300pcs	
2	Airway, supraglottic device with gastric access, size 1.5	240pcs	
3	Airway, supraglottic device with gastric access, size 2	300pcs	
4	Airway, supraglottic device with gastric access, size 2.5	240pcs	
5	Airway, second-generation supraglottic device with gastric access, size 3	240 pcs	
6	Airway, second-generation supraglottic device with gastric access, size 4	240 pcs	
7	Airway, second-generation supraglottic device with gastric access, size 5	240 pcs	
8	Airway, oral, size 000** 30mm-40mm., sterile, oropharyngeal airway (guedel type)	500 pcs	
9	Airway, oral, size 00** 40mm-50mm., sterile, oropharyngeal airway (guedel type)	500 pcs	
10	Airway, oral, size 0** 50mm-60mm., sterile, oropharyngeal airway (guedel type)	500 pcs	
11	Airway, nasopharyngeal (latex with adjustable flange) Fr. 20	240 pcs	
12	Airway, nasopharyngeal (latex with adjustable flange) Fr. 22	240 pcs	
13	Airway, nasopharyngeal (latex with adjustable flange) Fr. 26	240 pcs	
14	Airway, nasopharyngeal (latex with adjustable flange) Fr. 28	480 pcs	
15	Airway, nasopharyngeal (latex with adjustable flange) Fr. 30	480 pcs	
16	Airway, nasopharyngeal (latex with adjustable flange) Fr. 32	480 pcs	
17	Airway exchanger catheter Fr8 (45cm)	10 pcs	
18	Airway exchanger catheter Fr14 (83cm)	10 pcs	
19	Endobronchial blocker Fr 7.0	10 pcs	
20	Endobronchial blocker w/ multi port adapter w/ scope LCD	10 pcs	
21	Endobronchial blocker w/ oxygen adapter	10 pcs	
22	Endobronchial blocker w/ dust lid	10 pcs	
23	Laryngoflex flexible armoured tracheostomy tube w/ valve Fr 7	2 pcs	
24	Laryngoflex flexible armoured tracheostomy tube w/ valve Fr 8	2 pcs	
25	Anesthetic breathing circuit, pediatric GSE (Gas Sampling Elbow) with cap, parallel wye, B/V filter, 1 lit. latex-free breathing bag	6,000 pcs	
26	Anesthetic breathing system 22mm, 2.0m, adult, with 3L bag, filter & 1.5m limb	12,500 pcs	
27	Anesthetic breathing system, pediatric with pediatric APL valve (Jackson Rees) with 0.5 liter bag	1,500 pcs	

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
28	Co-axial adult breathing circuit compatible with existing anesthesia machines	60 pcs	
29	Co-axial pediatric breathing circuit compatible with existing anesthesia machines	24 pcs	
30	Blood analysis one test card with 13 analytes (pH, Na+, Glu, pCO2, K+, Lac, pO2, Ca++, Crea, TC02, Cl-, BUN, Hct) with provision for compatible reader device	9,000 pcs	
31	Echogenic Continuous nerve block catheter g. 18x 51mm	480 pcs	
32	Echogenic Continuous nerve block catheter g. 18x 83mm	480 pcs	
33	Elastomeric Infusion pump in 100 ml for 50 hours	480 pcs	
34	Elastomeric Infusion pump in 270 ml for 54 hours	480 pcs	
35	Fast flow disposable (normothermic) IV administration sets and accessories, compatible with existing device	20 pcs	
36	Mask, anesthetic, face, neonate, size 0	600 pcs	
37	Mask, anesthetic, face, infant, size 1	1,000 pcs	
38	Mask, anesthetic, face, toddler, size 2	3,000 pcs	
39	Mask, anesthetic, face, child/small adult, size 3	3,000 pcs	
40	Mask, anesthetic, face, adult size 4 medium	3,000 pcs	
41	Mask, anesthetic, face, adult size 5 large	2,000 pcs	
42	Lumbar puncture periprocedural care tray with spinal manometer	120 pcs	
43	Medication cassette reservoir 100 ml, compatible with existing CADD Solis pump	600 pcs	
44	Medication Cassette Reservoir, 250 ml, compatible with existing CADD Solis pump	256 pcs	
45	Medication Extension Set, 60 inches, compatible with existing CADD Solis pump	856 pcs	
46	Administration Set, compatible with existing CADD Solis pump	256 pcs	
47	Radial arterial catheter set g. 20x 1 ½	480 pcs	
48	Radial arterial catheter set g. 20x 1 ¾	480 pcs	
49	Echogenic single shot nerve block needles 21Gx100mm	2,400 pcs	
50	Echogenic single shot nerve block needles 22Gx50mm	2,400 pcs	
51	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 6	240 pcs	
52	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 8	240 pcs	
53	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 10	1,000 pcs	
54	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 12	1,000 pcs	
55	Stylet, flexi-slip with soft distal tip endotracheal tube guide Fr. 14	1,000 pcs	

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
56	Transducer, pressure monitoring kit, disposable, for arterial line	6,000 pcs	
57	Tube, Endobronchial, fr. 26 (double lumen), left	60pcs	
58	Tube, Endobronchial, fr. 35 (double lumen), left	180 pcs	
59	Tube, Endobronchial, fr. 37 (double lumen), left	180 pcs	
60	Tube, Endobronchial, fr. 39 (double lumen), left	60 pcs	
61	Endobronchial blocker tube normal (rotating fixing type) Fr. 5	10 pcs	
62	Endobronchial blocker tube with Auto inflator (rotating fixing type) Fr. 7	10 pcs	
63	Tube, endotracheal, sterile, reinforced, armoured, 3.0mm	480 pcs	
64	Tube, endotracheal, sterile, reinforced, armoured, 3.5mm	480 pcs	
v65	Tube, endotracheal, sterile, reinforced, armoured, 4.0mm	480 pcs	
66	Tube, endotracheal, sterile, reinforced, armoured, 4.5mm	480 pcs	
67	Tube, endotracheal, sterile, reinforced, armoured, 5.0mm	480 pcs	
68	Tube, endotracheal, sterile, reinforced, armoured, 5.5mm	480 pcs	
69	Tube, endotracheal, sterile, reinforced, armoured, 6.0mm	480 pcs	
70	Tube, endotracheal, sterile, reinforced, armoured, 6.5mm	480 pcs	
71	Tube, endotracheal, sterile, reinforced, armoured, 7.0mm	960 pcs	
72	Tube, endotracheal, sterile, reinforced, armoured, 7.5mm	960 pcs	
73	Tube, endotracheal, sterile, reinforced, armoured, 8.0mm	960 pcs	
74	Tube, endotracheal, sterile, reinforced, armoured, 8.5mm	480 pcs	
75	Perfusor line, polyvinyl chloride, Luer-lock, 150cm	14,000 pcs	
76	Perfusor line, polyvinyl chloride, Luer-lock, 75cm	14,000 pcs	
77	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.0 mm	144 pcs	
78	Tube, Tracheal, preformed nasal, pedia, w/o cuff 3.5 mm	144 pcs	
79	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.0 mm	144 pcs	
80	Tube, Tracheal, preformed nasal, pedia, w/o cuff 4.5 mm	144 pcs	
81	Tube, Tracheal, preformed nasal, adult, w/ cuff 5.5 mm	144 pcs	
82	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.0 mm	240 pcs	

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
83	Tube, Tracheal, preformed nasal, adult, w/ cuff 6.5 mm	240 pcs	
84	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.0 mm	240 pcs	
85	Tube, Tracheal, preformed nasal, adult, w/ cuff 7.5 mm	240 pcs	
86	Tube, Tracheal, preformed nasal, adult, w/ cuff 8.0 mm	240 pcs	
87	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.0 mm	144 pcs	
88	Tube, Tracheal, preformed oral, pedia, w/o cuff 3.5 mm	144 pcs	
89	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.0 mm	144 pcs	
90	Tube, Tracheal, preformed oral, pedia, w/o cuff 4.5 mm	144 pcs	
91	Tube, Tracheal, preformed oral, adult, with cuff 5.0 mm	144 pcs	
92	Tube, Tracheal, preformed oral, adult, with cuff 5.5 mm	144 pcs	
93	Tube, Tracheal, preformed oral, adult, with cuff 6.0 mm	144 pcs	
94	Tube, Tracheal, preformed oral, adult, with cuff 6.5 mm	144 pcs	
95	Tube, Tracheal, preformed oral, adult, with cuff 7.0 mm	240 pcs	
96	Tube, Tracheal, preformed oral, adult, with cuff 7.5 mm	240 pcs	
97	Tube, Tracheal, preformed oral, adult, with cuff 8.0 mm	240 pcs	
98	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.0 mm	144 pcs	
99	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 7.5 mm	180 pcs	
100	Endotracheal tube with low volume low pressure cuff with subglottic secretion drainage / port 8.0 mm	144 pcs	
101	Sterile sonography cover with adhesive area without fixation tape	600 pcs	
102	Stat CO2 colorimetric CO2. Detector from blue to yellow with pull tab activator for patients 15kg. And up body weight, brand new	600 pcs	
103	Pediatric Warming Blanket, Uninflated, 30 in. x 57 in. (76 cm x 145 cm) compatible with existing device	1,040 pcs	
104	Adult Full-Body/MultiAccess Blanket, Uninflated, 40 in. x 79 in. (102 cm x 201 cm) compatible with existing device	520 pcs	
105	BIS quatro adult sensor compatible with existing device	32 pcs	
106	BIS pediatric sensor compatible with existing device	16 pcs	
107	Adult regional oximeter (rSO2) sensor, with provision for compatible reader device	240 pcs	

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
108	Central venous catheter triple lumen Fr 7 x 15-20 cm	420 pcs	
109	Central venous catheter single lumen G20 x 12 cm	420 pcs	
110	Central venous catheter set G22 x 10 cm	60 pcs	
111	Central venous catheter set G24 x 9 cm	60 pcs	
112	Central venous catheter set double lumen Fr 4 x 8 cm	360 pcs	
113	Central venous catheter set double lumen Fr 4 x 13 cm	60 pcs	
114	Central venous catheter set double lumen Fr 4 x 30 cm	60 pcs	
115	Central venous catheter set double lumen Fr 5 x 8 cm	60 pcs	
116	Central venous catheter set double lumen Fr 5 x 30 cm	60 pcs	
117	Four lumen thermodilution catheter (F7 x 110 cm) with contamination sheath	240 pcs	
118	Activated clotting time tubes compatible with existing device	2,400 pcs	
119	Waterlock compatible with existing Draeger anesthesia machine, 12 pc per box	60 pcs	
120	D-fend water trap compatible with existing GE Carestation 620 anesthesia machine, 10 pc per box	24 pcs	
121	Water trap, dual slot, adult/pedia, compatible with existing Mindray physiologic monitors, 10 pc per box	52boxes	
122	Water trap, dual slot, neonate, compatible with existing Mindray physiologic monitors, 10 pc per box	8boxes	
123	CO2 Nasal Sample Cannula with 7 ft. Line, Adult, Box of 25, compatible with existing multiparameter physiologic monitor	24 pcs	
124	CO2 Nasal Sample Cannula with 7 ft. Line, Pediatric, Box of 25, compatible with existing multiparameter physiologic monitor	24 rolls	

TERMS AND CONDITIONS:

1. Indicate the brand and packing of the items offered.
2. The brand offered must be at least three (3) years commercially available in the market from date of opening of bids. Proof of this shall be the initial Certificate of Product Registration (CPR) issued by the Food and Drug Administration (FDA).
3. Bidders are required to submit at least two (2) sample/s per item in its original packing. This will be subject for evaluation and as basis for inspection. All samples should be properly labeled (indicate name of bidder, item number and brand) and submitted to the BAC1-Secretariat one (1) week before opening of bids. (Sample submitted by the non-winning bidder shall be returned upon award to the winning bidder).

4. Submit the following documents, submission should be per product, with tab and per item number.

- Two (2) copies for the Valid Certificate of Product Registration.
- **Memorandum of Agreement (MOA) and Certificate of exclusive/authorized distributorship between the manufacturer and distributor.** Distributors/suppliers must have certification from their principals that they are the exclusive/authorized distributor of the medical products and authorized to submit tender for the product on behalf of the principal, and that all commitments made by them shall be honored by the principal in case of termination of distributorship agreement.
- **The name of the respective distributor should appear in the submitted CPR of the medical supplies.**
Note: CPRs that will expire within three (3) months from the date of opening of bids should present the Official Receipt of renewal of application with the Document Tracking log for the CPR from the FDA.
- **Valid License to Operate (LTO).**
- **A notarized certificate that the offered brand has not been subject to product complaint/product recall for the past three (3) years.**
- **Certificate of Acceptance** from at least three (3) major hospital issued within the year and should be supported with Sales Invoice *(for new item/brand offered only)*.
- **A notarized certificate** that there are sufficient stocks for the offered item/s for one (1) year.

5. New brands offered shall be subject to further evaluation and shall require the following:

- b. Validation of the submitted Certificate of Acceptance from at least three (3) Level 3 hospitals;
- c. Justification from end-user/s to validate the acceptance of the good/s offered (to be facilitated by PGH-PSD) Deliveries shall have at least one (1) year expiration date

6. Deliveries shall have **at least two (2) year** expiration date

7. Delivery of the goods is required as stated in the request of the end-user, commencing on the 3rd working day of notification through confirmed fax that the approved Call-Offs (Purchase Order) / Notice to Supplier (NTS) is already available for pick-up.

Delivery schedule (whichever is applicable):

- within seven (7) calendar days;
- within five (5) working days;
- as may be called for;
- staggered delivery within three (3) months;
 - 50% of the total quantity within seven (7) calendar days and 25% each for the succeeding month.

Note: The end-user has the right to adjust the quantity to be delivered depending on the actual need of the hospital.

8. It is understood that the Contractor is legally responsible to deliver all issued Purchase Orders and failure to deliver the first Purchase Order as scheduled shall mean automatic cancellation of the Purchase Order and Notice of Award (NOA).

Purchase from other source for whatever means shall take effect immediately to provide the requirements of the hospital. Penalty to the defaulting contractor shall be charged accordingly.

9.The quantities specified are the estimated requirements during the period and may be decreased depending upon the actual need of the hospital and availability of funds. It is understood therefore that the hospital is not bound to order/purchase all the quantities/items called for in this Purchase Request.

10.For all items that had been returned for various reasons, a credit memo shall be issued by the Contractor within one (1) month otherwise, a debit memo shall be processed by UP Manila – PGH and the amount will be deducted from any amount due to Contractor.

11.Failure to comply with the submission of the required documents shall be ground for post-disqualification in accordance with RA 9184.

12.Compliance with R.A. 9184 and other applicable laws

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

Notes on the Checklist of Technical and Financial Documents

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

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- ☐ (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,
- ☐ (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;
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- ☐ (e) Notarized UP Questionnaire

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration;

- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

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

Class “B” Documents

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form;
- ☐ (b) Original of duly signed and accomplished Price Schedule(s); **and**
- ☐ (c) Original of duly signed and accomplished Price Schedule (Annex)

Bid Form

Date: _____
Project Reference No.: _____

THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital
Taft Avenue, Manila

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or 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 PBDs 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 Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state “None”)]

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

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

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

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

For Goods Offered from Abroad

Name of Bidder: _____ Project Reference No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Brand Name	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF For CIP price per item (col. 5 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 5 x 9)

Name: _____

Legal Capacity: _____

Signature: _____

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

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 _____ Project Ref No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	Brand Name	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 6+7+8+9)	Total Price delivered Final Destination (col 10) x (col 5)

Name: _____

Legal Capacity: _____

Signature: _____

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

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. Philippine Bidding Documents (PBDs);
 - 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 PBDs. **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. In consideration for the sum of *[totalcontract 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.

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

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

and correct;

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital

Taft Avenue, Manila

Name of Contract: _____

under Project Reference No. BAC1-2022-10-0069

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION
Project Reference No.: _____

BIDS AND AWARDS COMMITTEE 1

UPM-Philippine General Hospital
Taft Avenue, Manila

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]

NFCC Computation

Project Reference No.: **BAC1-2022-10-0069**

ABC: _____

Kindly supply the required information in the spaces provided.

Name of Bidder: _____

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total amount of the Value of Outstanding Contracts	
Total NFCC Computation	

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Standard Form Number: SF-GOOD-17
Revised on: May 24, 2004

University of the Philippines Manila/

Project Reference No. **BAC1-2022-10-0069**

Philippine General Hospital

Name of Project: **SUPPLY AND DELIVERY OF
MEDICAL SUPPLIES FOR
ANESTHESIOLOGY - FOR CY 2023 -
FRAMEWORK
AGREEMENT** _____

Location of Project: Property and Supply Division (PSD),
PGH

Joint Venture Agreement

KNOWN ALL BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of
legal age, _____, owner/proprietor of _____
(civil status)
and a resident of _____.

-and-

_____, of legal age, _____,
(civil status)
owner/proprietor of _____ a resident of _____
_____.

That both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the University of the Philippines Manila/Philippine General Hospital.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and /or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this ___ day of _____, in the year of the Lord _____

(Name of Company)

(Address of the Company)

(Telephone & Fax of the Company)

(Website Address of the Company)

(e-Mail Address of the Company)

(Date of Issuance)

Letter of Acceptance

This is to certify that _____ has satisfactorily delivered
(Name of Bidder)

(Item Description)

under P.O. No/s. _____ with Sales Invoice No. _____ and accepted on
_____. Said company has no more pending obligation with us regarding their
delivery/ies.

(Signature over Printed Name)

(Position)

(Company Name)

University of the Philippines
Diliman, Quezon City

Questionnaire for Prospective Bidders

(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Amount of Project	Duration Start/End (Dates)	Status (On-going/ Completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

3. Has your company ever been suspended or blacklisted by any government agency or private company?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Name of government agency/company	Name of the Project	Reason for suspension/blacklisting	Status (On-going/Completed)

4. Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/blacklisting	Status (On-going/Completed)

5. Do you certify that all the documents submitted by your Company and personnel are authentic?

YES	NO

6. Is there any pending investigation and/or case filed against your Company or your personnel in any court or any similar institution in relation to any government contracts awarded to your company? In relation to practice of profession of any of your personnel?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

For Personnel

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder : _____
 Authorized Representative : _____
 Official Designation : _____
 Company : _____
 Date : _____

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__,
affiant exhibited to me his/her Community Tax Certificate No. _____
issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20__
PTR No.: _____
Issued at: _____
Issued on: _____

TIN: _____

tandard Form Number: SF-GOOD-13a
University of the Philippines Manila/Philippine General Hospital

Project Reference No. **BAC1-2022-10-0069**
Name of Project: **SUPPLY AND DELIVERY OF MEDICAL SUPPLIES FOR ANESTHESIOLOGY - FOR CY 2023- FRAMEWORK AGREEMENT**
- Location of Project: **Property and Supply Division (PSD), UPM-Philippine General Hospital**

Statement of All On-Going Government and Private Contracts Including Contracts Awarded But Not Yet Started

BusinessName: _____
BusinessAddress: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:
1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Total Cost

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

Project Reference No. **BAC1-2022-10-0069**
Name of Project: **SUPPLY AND DELIVERY OF MEDICAL SUPPLIES FOR ANESTHESIOLOGY - FOR CY 2023 – FRAMEWORK AGREEMENT**
Location of Project: **Property and Supply Division (PSD), UPM-Philippine General Hospital**

Statement of the Single Largest Completed Contract

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

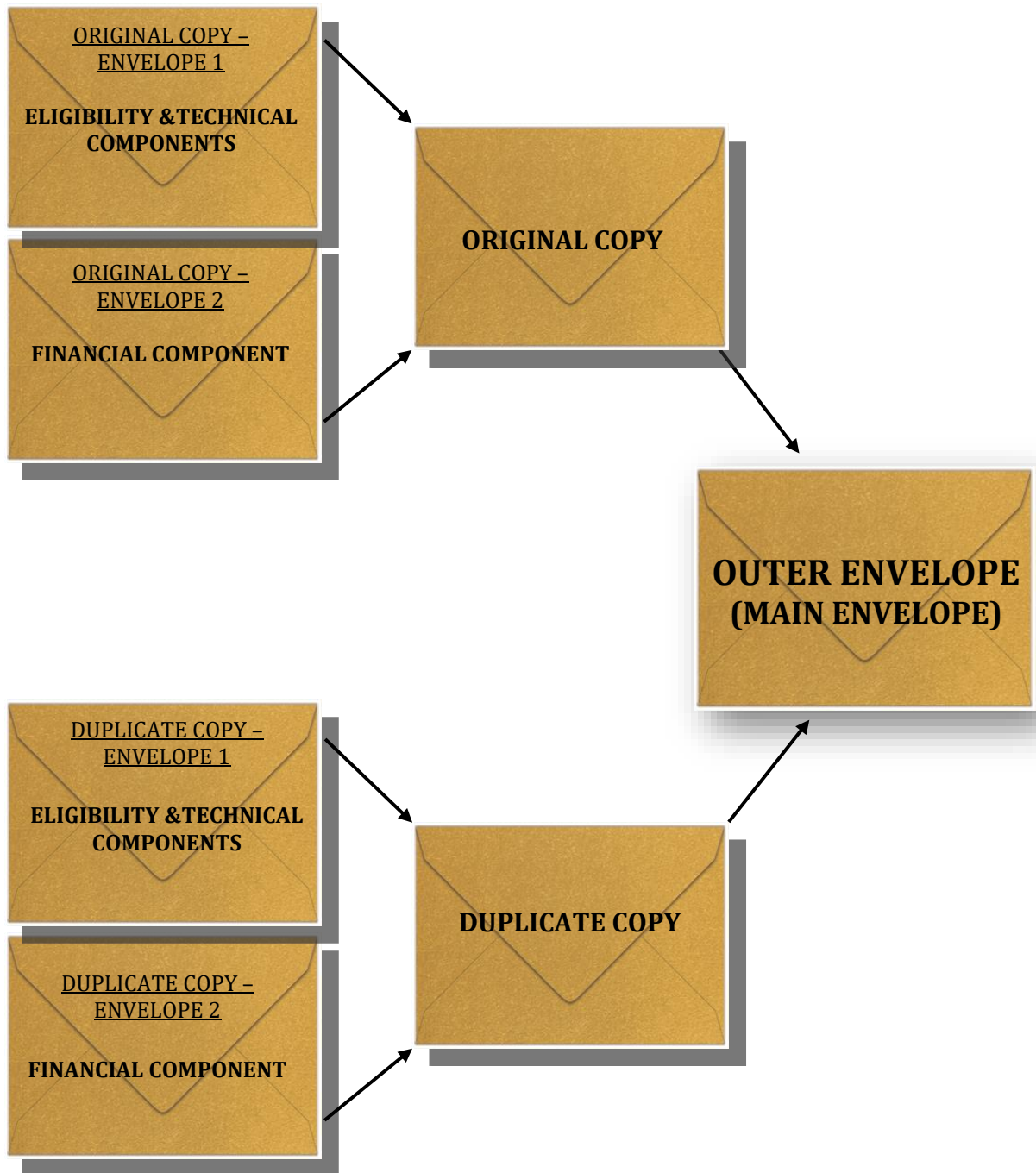
Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certification of Acceptance

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

Sample Diagram for Bid Packaging



Sealing and Marking of Envelopes

ALL folders / envelopes shall be marked in accordance with Section 20.4 of the Instruction to Bidders in the Bidding Documents, which shall contain the following:

- Name of the contract to be bid in **CAPITAL LETTERS**;

-

**SUPPLY & DELIVERY OF MEDICAL SUPPLIES FOR ANESTHESIOLOGY –
FOR CY 2023**

- Name and address of the prospective bidder in **CAPITAL LETTERS**;
- Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
- Bear the specific identification of this bidding process indicated in ITB Clause 1.2;

**BIDS AND AWARDS COMMITTEE (BAC) 1
UPM – PHILIPPINE GENERAL HOSPITAL
TAFT AVENUE, MANILA**

Project Reference No.: BAC1-2022-10-0069

Bear a warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of bids, in accordance with ITB Clause 18

