



Republic of the Philippines  
Department of Health  
Center for Health Development I

**MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER**

City of Batac, Ilocos Norte |Trunk line: 077-600-8000|

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“PHIC Accredited Health Care Provider”

“ISO 9001:2015 Certified”

“PGS Compliant”

# PHILIPPINE BIDDING DOCUMENTS

## RENTAL SERVICES OF MECHANICAL VENTILATORS FOR FY 2023 USE

Project Identification Number: 02-2022MVRENTAL-BACBITB

Approved Budget for the Contract

₱3,744,000.00

**OCTOBER 2022**

# 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.



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## **INVITATION TO BID FOR THE RENTAL SERVICES OF MECHANICAL VENTILATOR FOR THE FY 2023 USE**

1. The *Mariano Marcos Memorial Hospital and Medical Center*, through *Hospital's Income Trust fund* intends to apply the sum of *Three Million Seven Hundred Forty Four Thousand Pesos (P3,744,000.00)* being the ABC to payments under the contract for *Rental Services of Mechanical Ventilators for FY 2023 Use*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Mariano Marcos Memorial Hospital and Medical Center* now invites bids for the above Procurement Project. Delivery of the Goods is required by *based on the specified delivery schedule in the Bidding Documents*. Bidders should have completed, within *the last 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 *Procurement Section, Mariano Marcos Memorial Hospital and Medical Center* and inspect the Bidding Documents at the address given below during *8:00AM – 12:00NN and 1:00PM – 5:00PM*
5. A complete set of Bidding Documents in the form of Electronic Copy may be acquired by interested Bidders on *October 18, 2022 to November 7, 2022* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, shown below:*



Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 500 Million	50,000.00
More than 500 Million	75,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*.

6. The *Mariano Marcos Memorial Hospital and Medical Center* will hold a Pre-Bid Conference<sup>1</sup> on *October 26, 2022, Tuesday, 10:00AM* through video conferencing via *Webex* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through *manual submission* at the office address indicated below on or before *November 8, 2022, Tuesday, 9:30AM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *November 8, 2022, Tuesday, 10:00AM* at *Board Room, 2<sup>nd</sup> Floor Main Building of this Medical Center* and simultaneously via *webex*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Only one (1) Representative shall be allowed to attend the said activity. Representative who will attend shall observe proper health protocols such as *wearing of facemask and social distancing*.
10. The *Mariano Marcos Memorial Hospital and Medical Center* 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:  
  
*KAPELHOFF A. QUIDANG*  
*Head, Procurement Section*  
*Brgy. 6, San Julian, City of Batac, Ilocos Norte, 2906*  
*077-792-4978;077-600-8000 local 6102*  
*Mmmh.procurementbacb@gmail.com*
12. You may visit the following websites:

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

For downloading of Bidding Documents: [mmmhmc.doh.gov.ph](http://mmmhmc.doh.gov.ph) or  
<https://notices.philgeps.gov.ph>

*October 2022*

***ELYZEL B. PUGUON, MD, DPSBNM, CCD***  
*BAC Chairperson*

***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Mariano Marcos Memorial Hospital and Medical Center* wishes to receive Bids for the *Rental Services of Mechanical Ventilators for FY 2023 Use* with identification number *02-2022-MVRENTAL-BACBITB*.

The Procurement Project (referred to herein as “Project”) is composed of 4, 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 *2023* in the amount of *₱3,744,000.00*

2.2. The source of funding is:

*Hospital’s Income.*

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

- 5.3. 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 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.*

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} 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 *the last two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:

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

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *March 7, 2023*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

### **16. Deadline for Submission of Bids**

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

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

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

- 19.4. The Project shall be awarded as follows:

*One Project which shall be awarded to as one contract*

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



## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																				
5.3	<p>For this purpose, contracts similar to the Project shall be according to the item/service offered:</p> <p style="text-align: center;"><i>Rental services for Mechanical Ventilator</i></p> <p>a. completed within <i>last two (2) years</i> prior to the deadline for the submission and receipt of bids.</p>																			
12	The price of the Goods shall be quoted DDP <i>Mariano Marcos Memorial Hospital and Medical Center</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																			
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">FORM OF BID SECURITY</th> <th style="width: 50%; text-align: center;">MINIMUM AMOUNT (Not less than percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td>a. cash, cashier's check/manager's check issued by a Universal or Commercial Bank.</td> <td></td> </tr> <tr> <td>b. Bank Drafts/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, provided that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign bank.</td> <td style="text-align: center;">2%</td> </tr> <tr> <td>c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized by the Commission.</td> <td style="text-align: center;">5%</td> </tr> </tbody> </table>						FORM OF BID SECURITY	MINIMUM AMOUNT (Not less than percentage of the ABC)	a. cash, cashier's check/manager's check issued by a Universal or Commercial Bank.		b. Bank Drafts/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, provided that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign bank.	2%	c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized by the Commission.	5%						
FORM OF BID SECURITY	MINIMUM AMOUNT (Not less than percentage of the ABC)																			
a. cash, cashier's check/manager's check issued by a Universal or Commercial Bank.																				
b. Bank Drafts/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, provided that it shall be confirmed or authenticated by a local Universal or Commercial Bank, if issued by a foreign bank.	2%																			
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized by the Commission.	5%																			
19.3	<p><i>The project will be awarded as a single contract</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 8%;">ITEM CODE</th> <th rowspan="2" style="width: 42%;">GENERAL DESCRIPTION</th> <th rowspan="2" style="width: 8%;">QTY</th> <th rowspan="2" style="width: 8%;">UNIT</th> <th colspan="2" style="width: 34%;">Approved Budget for the Contract</th> </tr> <tr> <th style="width: 17%;">UNIT COST</th> <th style="width: 17%;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>RENTAL/SERVICES OF MECHANICAL VENTILATOR.</b> The Mechanical Ventilator shall be rented by the hospital on a per day/per use basis. Its services shall be available 24/7 days a week. All delivered</td> <td style="text-align: center;">2,880</td> <td style="text-align: center;">Unit</td> <td style="text-align: right;">1,300.00</td> <td style="text-align: right;">3,744,000.00</td> </tr> </tbody> </table>						ITEM CODE	GENERAL DESCRIPTION	QTY	UNIT	Approved Budget for the Contract		UNIT COST	TOTAL COST	1	<b>RENTAL/SERVICES OF MECHANICAL VENTILATOR.</b> The Mechanical Ventilator shall be rented by the hospital on a per day/per use basis. Its services shall be available 24/7 days a week. All delivered	2,880	Unit	1,300.00	3,744,000.00
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		equipment shall be maintained and calibration at no cost to the hospital. Back-up units for all equipment shall be readily provided in case of technical malfunction. The machine shall be firmware update. The rental company shall provide a training for doctors, respiratory therapist and nurses about new update.					
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## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*



## Special Conditions of Contract

GCC Clause	
	<p><b>Delivery and Documents –</b></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>“The delivery terms applicable to the Contract are DDP delivered <i>Mariano Marcos Memorial Hospital and Medical Center</i> In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>Mariano Marcos Memorial Hospital and Medical Center</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:  <i>Donabel Castro, RT, Joice Dela Cruz, MD, Sharon Tan, RT MICU</i></p> <p><b>Incidental Services –</b></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> <ul style="list-style-type: none"> <li><i>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</i></li> <li><i>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</i></li> <li><i>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</i></li> <li><i>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</i></li> </ul>
	<ul style="list-style-type: none"> <li><i>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</i></li> </ul>

	<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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>								
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>								
2.2	<p>“The terms of payment shall be as follows: <i>In the event that patient was hooked to the mechanical ventilator</i> for less than one (1) day due to events or complications resulting from patient’s condition (e.g. death or discharge against medical advice, charging shall be as follows:</p> <table border="1" data-bbox="368 1794 1385 1912"> <thead> <tr> <th data-bbox="368 1794 879 1823">TIME FRAME</th> <th data-bbox="879 1794 1385 1823">MECHANICAL VENTILATOR</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1823 879 1852">Less than one (1) hour</td> <td data-bbox="879 1823 1385 1852">No charge</td> </tr> <tr> <td data-bbox="368 1852 879 1881">One (1) to less than four (4) hours</td> <td data-bbox="879 1852 1385 1881">One half of full rental fee</td> </tr> <tr> <td data-bbox="368 1881 879 1912">More than four (4) hours</td> <td data-bbox="879 1881 1385 1912">Full payment of rental fee</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li data-bbox="416 1921 1385 1986">• The Hospital and the winning bidder shall equally share the legally mandated discounts imposed by the law and the government.</li> </ul>	TIME FRAME	MECHANICAL VENTILATOR	Less than one (1) hour	No charge	One (1) to less than four (4) hours	One half of full rental fee	More than four (4) hours	Full payment of rental fee
TIME FRAME	MECHANICAL VENTILATOR								
Less than one (1) hour	No charge								
One (1) to less than four (4) hours	One half of full rental fee								
More than four (4) hours	Full payment of rental fee								

- Twenty percent (20%) for Senior Citizens and Persons with disability (PWD).
- Twenty percent (20%) for all Government Employees.

Sample Computation for discount

Mechanical Equipment	Net Price	Winning Bidder	Hospital
Mechanical Ventilator	1,300	10%	10%

- The winning bidder shall pay the electricity consumption of rented mechanical ventilator depending on the number of usage per hour (the sample computation of which is as follows:  
 $[980 \text{ VA} \times 1 \text{ (PF)}] / 1000 = 0.98$   
 $0.98 \text{ kw} \times \text{Php } 9.00 \text{ per kwh} = \text{Php } 8.86.$  (Start of charging after 4 hours of usage). The price may vary from the wattage/volts of the machines based on the computed costs. The electricity consumption shall be charged by the Respiratory Therapists of the Hospital and charge slip will be forwarded to accounting section every 1<sup>st</sup> week of the following month. Monthly electricity consumption will be deducted in the payments to the winning bidder.
- In the event that the Winning bidder shall use the facility/equipment of the HOSPITAL, such as services will be charged to the winning bidder accordingly. For example, autoclave services for autoclave pouch size 60cm length by 30cm width that can contain 5 pcs main flow filter will be charged Php. 2,000.00 per pouch.
- For the use of Hospital Equipment, it will be deducted from the monthly payments to the winning bidder supported by charged slips issued by the end-user.
- Payment for rental services of mechanical ventilator shall be within 30-days from receipt of the Monthly Billing Statement complete with supporting documents.
- Any claim and/or damages, which may arise from the improper handling and operating of the winning bidder's medical equipment and its parts or accessories shall be paid in full by the concerned party after the process (i.e. patients, relative, doctors, nurses and respiratory therapists) through the assistance of the hospital no later than thirty (30) days after the fact of damage or discovery of the damage, whichever comes first.
- For mechanical ventilator, the winning bidder shall be paid based on Agency's actual usage.
- Any amount of the total contract price for mechanical ventilator which remain unserved by the end of the year shall be automatically closed.
- Subject to any special terms agreed in writing between the parties to this Agreement, the Supplier shall invoice the Procuring Entity (PE) for the price of the Services on the date of provision of services.
- The PE shall pay the price of the Goods (less any discount and credit off allowed by the Supplier) within 30 Working Days for Regular Fund and 45 Working days for Income Fund upon acceptance of the delivery and completion of required supporting documents.

	<ul style="list-style-type: none"> <li>• All payments shall be made as indicated on the invoice issued by the Supplier. In no case that the invoice amount is higher than the amount indicated in this Agreement.</li> <li>• Neither of the parties to this Agreement shall without the previous consent in writing of the other party, which shall not be unreasonably be withheld or delayed, assign this Agreement or any rights or obligations hereunder.</li> </ul>
4	The inspections and tests that will be conducted are: <i>Allowing all evaluation of the mechanical ventilator by end user/technical working group through product demonstration.</i>
5	<p><b><i>Duration of Contract</i></b></p> <p>The contract shall commence upon the receipt of the Notice to Proceed and ends on December 2023.</p>

## *Section VI. Schedule of Requirements*

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

Item No.	Description	Qty	Unit	Unit Cost	Total Cost	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	RENTAL/SERVICES OF MECHANICAL VENTILATOR. The Mechanical Ventilator shall be rented by the hospital on a per day/per use basis. Its services shall be available 24/7 days a week. All delivered equipment shall be maintained and calibration at no cost to the hospital. Back-up units for all equipment shall be readily provided in case of technical malfunction. The machine shall be firmware update. The rental company shall provide a training for doctors, respiratory therapist and nurses about new update.	2880	Unit	1,300.00	3,744,000.00	240	240	240	240	240	240	240	240	240	240	240	240

### **General Terms and Conditions**

1. *The winning bidder shall provide a well maintained and/or brand new mechanical ventilator in good condition on the scheduled day of delivery and should provide upgradable mechanical ventilators. The said winning bidder should provide mechanical ventilators that can cater adult pediatrics (2-in-1) and neonates (3-in-1) patients.*
2. *The winning bidder shall provide 20 units of Mechanical Ventilators available for rent. They shall provide 10 mechanical ventilators on site with 5 back-up ventilators within the vicinity of the hospital. There must be at least 6 mechanical ventilators that can cater neonates below 1kG (3-in-1). Back up machine should be available for use within 10 minutes upon request.*
3. *The remaining 5 mechanical ventilators shall be available within 2-3 days upon notification of need for additional ventilator.*
4. *The winning bidder shall provide on-site face-to-face training to end users, nurses and doctors and free technical support before and during the contract period. Technical support for remedial and prompt response to service calls must be available 24/7. When technical issues and problems are unresolved, supplier shall send specialist/engineer within the next*

24 hours. A list of dedicated specialist/engineer complete with contact details must be provided to the end user upon installation of the machine.

5. The winning bidder through its authorized personnel shall be responsible for calibrating, receiving, storing, operating and regularly disinfecting the machine, limited to the rented machines.
6. The winning bidder shall be subject to its Preventive Maintenance program. In cooperation, the hospital will lend the cylinder tank and refill will be charged to the winning bidder. Moreover, the winning bidder must submit a quarterly report on the preventive maintenance and calibration of their machine. The Hospital shall care for and maintain the rented equipment with due diligence as it would its own equipment, and any problem shall be reported immediately to the winning bidder.
7. The winning bidder shall provide trained personnel who is a graduate of Bachelor of Science in Respiratory Therapy, who will provide services limited to patients who utilizes the machine and paid goods and services only a 24/7 basis. The winning bidder must provide a certificate or a copy of the credentials of their trained personnel.
8. The personnel shall monitor the machine every four (4) hours or as needed by the service area where the machine is used and may be called through their company issued mobile phone. The duties of the winning bidder's personnel will be as follows:
  - a. Delivery, set-up and storage of ventilator at bedside
  - b. Filling out/managing documentary requirements such as supplier's charge slips, rental agreements and defective assessment report.
  - c. Routine functional inspection of ventilators while being used by the patient and troubleshooting in line with the work instructions of the winning bidder.
  - d. Inventory management of ventilators; ensuring equipment in maintained, reporting defects to engineers and managing available stock levels.
  - e. Hooking consumables purchased from winning bidder and subsequently routine management thereof (refilling humidifiers, adjusting tubing, compensating for leaks and replacing soiled consumables)
  - f. Creation of daily usage summaries, charging reports of the goods used and service rendered.
9. Medical supplies related to the use of the mechanical ventilators (i.e. ventilator tubing, bacterial filter, humidifier chamber, and other consumables) shall be provided by the hospital/institution. However, in exigency of circumstances, the hospital may procure from the rental service provider complementary medical supplies at the institution's prevailing procurement cost.

The respiratory therapists on duty of the Hospital shall undertake the charging of the machine and consumables that will be used by the patients only after accepting patient's consent by signing the rental agreement and hospital's charge slip. All personnel of the winning bidder shall follow the Rules and regulations of the Hospital. They shall properly and systematically informed of any policy changes or direction regarding their services through written memo to the winning bidder's station in the Hospital.



## ***Section VII. Technical Specifications***



# Technical Specifications

*[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.]*

Item Number	Description	Quantity	Total	Statement of Compliance
1	<p>RENTAL/SERVICES OF MECHANICAL VENTILATOR. The Mechanical Ventilator shall be rented by the hospital on a per day/per use basis. Its services shall be available 24/7 days a week. All delivered equipment shall be maintained and calibration at no cost to the hospital. Back-up units for all equipment shall be readily provided in case of technical malfunction. The machine shall be firmware update. The rental company shall provide a training for doctors, respiratory therapist and nurses about new update.</p>	2880	Unit	
<p>Suitable for Adult Pediatrics (2-in-1)and neonates (3-in-1) (Invasive and Non-invasive)</p> <ul style="list-style-type: none"> <li>i. Ventilator settings control               <ul style="list-style-type: none"> <li>1. Mode Type – A/C, SIMV, Spont, BiPAP/CPAP (Volume, Pressure)</li> <li>2. Tidal Volume</li> <li>3. Breath Rate</li> <li>4. Peak Flow Rate</li> <li>5. Fractional inspired Oxygen (FiO2)</li> <li>6. PEEP</li> <li>7. Sensitivity</li> <li>8. Low Pressure Limit</li> <li>9. High Pressure Limit</li> <li>10. 100% Oxygen Delivery for 2 minutes</li> <li>11. Alarm Silence</li> <li>12. Alarm Reset</li> </ul> </li> <li>ii. Patient Data monitoring (patient's information)               <ul style="list-style-type: none"> <li>1. I:E Ratio</li> <li>2. Patient's respiratory rate</li> <li>3. Pressure</li> <li>4. Peak Pressure</li> <li>5. Plateau Pressure</li> <li>6. Mean Pressure</li> </ul> </li> <li>iii. Ventilator Status (audible and visual alarms)               <ul style="list-style-type: none"> <li>1. Low Pressure/Disconnect</li> <li>2. High Pressure</li> <li>3. Ventilator inoperative</li> </ul> </li> </ul>				

<ul style="list-style-type: none"> <li>4. Power failure</li> <li>5. Alarm delay</li> <li>6. Alarm reset</li> <li>7. Alarm volume</li> <li>8. Oxygen loss</li> </ul> <p>iv. Accessories</p> <ul style="list-style-type: none"> <li>1. Power cord</li> <li>2. AVR</li> <li>3. Circuit support arm</li> <li>4. Heater for humidifier</li> <li>5. Pressure Oxygen gauge</li> <li>6. Internal battery</li> <li>7. Graphic use interface for display and monitor data</li> <li>8. For closed circuit only</li> <li>9. Built-in nebulizer/attached nebulizer</li> </ul> <p>Suitable for Neonates below 1kg and above</p> <p>i. Ventilator Settings Control</p> <ul style="list-style-type: none"> <li>1. Power Source –AC outlet</li> <li>2. Mode Type – IMV/CMV,PSIMV, CPAP/PEEP (non-invasive, invasive)</li> <li>3. Inspiratory Flow rate</li> <li>4. Fractional inspired Oxygen (FiO2)</li> <li>5. Inspiratory Pressure</li> <li>6. Positive End Expiratory Pressure (PEEP)</li> <li>7. Inspiratory time</li> </ul> <p>ii. Patient Data Monitoring (Patient's Information)</p> <ul style="list-style-type: none"> <li>1. I:E Ratio</li> <li>2. Patient's Respiratory Rate</li> <li>3. Inspiratory Time</li> <li>4. Expiratory Time</li> <li>5. Pressure <ul style="list-style-type: none"> <li>a. Peak pressure</li> <li>b. Mean airway pressure</li> </ul> </li> </ul> <p>iii. Ventilator Status (audible and visual alarms)</p> <ul style="list-style-type: none"> <li>1. Low/high Peak Inspiratory pressure</li> <li>2. Low/high CPAP/PEEP</li> <li>3. Ventilator inoperative</li> <li>4. Power failure/loss</li> <li>5. Alarm silence</li> <li>6. Alarm reset</li> <li>7. Oxygen loss</li> </ul> <p>iv. Accessories</p> <ul style="list-style-type: none"> <li>1. Power cord</li> <li>2. AVR</li> <li>3. Circuit support arm</li> <li>4. Pedestal stand</li> <li>5. Heater for humidifier</li> <li>6. Pressure gauge oxygen</li> <li>7. For closed circuit only</li> </ul>	
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**Signature over Printed Name**



Republic of the Philippines  
 Department of Health  
 Center for Health Development I

**MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER**

City of Batac, Ilocos Norte |Trunk line: 077-600-8000|

E-mail address: [mmmh\\_doh@yahoo.com](mailto:mmmh_doh@yahoo.com)

“PHIC Accredited Health Care Provider”

“ISO 9001:2015 Certified”

“PGS Compliant”

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Bidder: \_\_\_\_\_

**Checklist of Technical Documents**

**I. TECHNICAL COMPONENT ENVELOPE**

**Class “A” Documents**

Legal Documents

M	M	M	M	M	V	C
E	E	E	E	E	I	H
M	M	M	M	M	C	A
B	B	B	B	B	H	I
E	E	E	E	E	A	R
R	R	R	R	R	I	S
					R	O
						N

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts


- awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

*Financial Documents*


- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

REMARKS: ( ) COMPLYING ( ) NON-COMPLYING

\_\_\_\_\_  
**Technical Working Group**  
 (Signature over Printed Name)



Republic of the Philippines  
 Department of Health  
 Center for Health Development I  
**MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER**  
 City of Batac, Ilocos Norte |Trunk line: 077-600-8000|  
 E-mail address: [mmmh\\_doh@yahoo.com](mailto:mmmh_doh@yahoo.com)  
 “PHIC Accredited Health Care Provider”  
 “ISO 9001:2015 Certified”  
 “PGS Compliant”

Date: \_\_\_\_\_

Project: \_\_\_\_\_  
 Bidder: \_\_\_\_\_

## Financial Documents

### II. FINANCIAL COMPONENT ENVELOPE

M	M	M	M	M	V	C
E	E	E	E	E	I	H
M	M	M	M	M	C	A
B	B	B	B	B	E	R
E	E	E	E	E	R	P
R	R	R	R	R	A	E
					I	R
					R	S
					O	N

- (m) Original of duly signed and accomplished Financial Bid Form; **and**  
 (n) Original of duly signed and accomplished Price Schedule(s).

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


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

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

REMARKS: ( ) COMPLYING ( ) NON-COMPLYING

\_\_\_\_\_  
**Technical Working Group**  
 (Signature over Printed Name)

