



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmbac@gmail.com](mailto:pcmbac@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## ***Bidding Forms***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

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**IB-2021-016**

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## INSTRUCTIONS:

1. Use the Forms provided.
2. Completely fill-up the Forms by providing the required information. Write “Not Applicable” when necessary.
3. Attach supporting documents, as required in the Form/s.

Quezon Avenue, Quezon City

**STATEMENT OF SINGLE LARGEST COMPLETED GOVERNMENT AND PRIVATE CONTRACTS**

Name of Bidder: \_\_\_\_\_

Name of Contract/Project	a. Client Name	Nature of Work/ Kind of Contract/ Kind of Goods Sold	Bidder's Role	Date Awarded	Period Covered/ Duration of Contract	Contract Amount
	b. Address					
	c. Contact Nos.					
	a.					
	b.					
	c.					
	a.					
	b.					
	c.					

- Instructions:**
1. Completely fill-up the form.
  2. Attach Notice of Award, Purchase Order/Contract and Clients' Acceptance as supporting documents

Submitted by:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

**DOBA-PCMC-SCF3a  
150813 Rev 0**

**PHILIPPINE CHILDREN'S MEDICAL CENTER  
Quezon Avenue, Quezon City**

**STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS including **CONTRACTS AWARDED BUT NOT YET STARTED**  
(Adapted from GPPB Sample Forms)**

Name of Bidder: \_\_\_\_\_

Name of Contract/Project	a. Client Name	a. Nature of Work/ Kind of Contract/ Kind of Goods Sold	Bidder's Role	Date Awarded	Period Covered/ Duration of Contract	Contract Amount	Value of Outstanding Contract <i>(refers to unfinished portion of contract)</i>
	b. Address						
	c. Contact Nos.	b. Indicate if "Similar" or "Not Similar")					
	a.	a.					
	b.	b.					
	c.						
	a.	a.					
	b.	b.					
	c.						
	a.	a.					
	b.	b.					
	c.						
	a.	a.					
	b.	b.					
	c.						

- Instructions:**
1. Completely fill-up the form.
  2. Photocopy this form if additional sheet is necessary.

Submitted by:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

**DOBA-PCMC-SCF3b**

**150813 Rev 0**

Name of Procuring Entity: PHILIPPINE CHILDREN'S MEDICAL CENTER  
Quezon Avenue, Quezon City

Name of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**NET FINANCIAL CONTRACTING CAPACITY (NFCC) - Goods**

CURRENT ASSETS	P _____
less: CURRENT LIABILITIES	_____
NET CURRENT ASSETS	P _____
multiply by <b>(15)</b>	P _____
less: VALUE OF OUTSTANDING CONTRACTS INCLUDING YET TO BE STARTED	P _____
<b>NFCC</b>	P _____

**O R**

Commitment from a licensed bank to extend to it a credit line if awarded the contract in the amount of at least 10% of the proposed project to bid

NAME OF BANK	_____
AMOUNT	P _____

SUBMITTED BY:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

Note: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

## JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/  
[Civil Status]  
proprietor of \_\_\_\_\_ and a resident of  
\_\_\_\_\_

- and -

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/  
[Civil Status]  
proprietor of \_\_\_\_\_ and a resident of  
\_\_\_\_\_

THAT both parties agree to join together their manpower, equipment and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the **PHILIPPINE CHILDREN'S MEDICAL CENTER**

**NAME OF PROJECT**

**CONTRACT AMOUNT**

\_\_\_\_\_  
\_\_\_\_\_

That both parties agree to be 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 Joint Venture Agreement shall remain in effect only for the above-stated Projects until terminated by both parties.

# JOINT VENTURE AGREEMENT

REPUBLIC OF THE PHILIPPINES ) S.S.  
CITY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_  
affiant exhibited to me any of his/her identification documents (I.D.'s)

Company ID \_\_\_\_\_  
Driver's License \_\_\_\_\_  
Senior Citizen ID \_\_\_\_\_  
Passport No. \_\_\_\_\_  
Any other valid ID \_\_\_\_\_

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

## **BID SECURING DECLARATION**

**Invitation to Bid** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

To: **BIDS AND AWARDS COMMITTEE**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Quezon Avenue, Quezon City**

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.

**DOBA-PCMC- BDF5**  
**150813 Rev 0**



**BID-SECURING DECLARATION**

**Invitation to Bid** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
*Affiant [Bidder's Representative/Authorized Signatory]*

\_\_\_\_\_  
*[Position]*

\_\_\_\_\_  
*[Name of Bidder-Company]*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her \_\_\_\_\_,  
*[ type of identification card used]*

with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, \_\_\_\_\_,  
*[date issued], [place issued]*

IBP No. \_\_\_\_\_, \_\_\_\_\_,  
*[date issued], [place issued]*

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.

## OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### AFFIDAVIT

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

1. I am the duly authorized and designated representative of \_\_\_\_\_  
[Name of Bidder/Company]  
with office address at \_\_\_\_\_;  
[Address of Bidder/Company]
2. 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 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. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the  
[Name of Bidder/Company]  
Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign governments/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. \_\_\_\_\_ is authorizing the Head of the Procuring  
[Name of Bidder/Company]  
Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the owner(s), officers, members, directors, and controlling stockholders of \_\_\_\_\_ is related to the Head of the Procuring Entity, members of  
[Name of Bidder/Company]  
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. \_\_\_\_\_ complies with existing labor laws and  
[Name of Bidder-Company]  
standards; and
8. \_\_\_\_\_ is aware of and has undertaken the  
[Name of Bidder-Company]  
following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledge 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. \_\_\_\_\_ did not give or pay directly or indirectly,  
[Name of Bidder-Company]  
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.

\_\_\_\_\_  
[Bidder's Representative/Authorized Signatory]

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Place Issued \_\_\_\_\_  
IBP No. \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Place Issued \_\_\_\_\_

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Series of \_\_\_\_\_

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid<sup>7</sup> N<sup>o</sup>: \_\_\_\_\_

To: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

Gentlemen and/or Ladies:

Having examined the Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned  
*[insert numbers]*

offer to \_\_\_\_\_ in conformity with the said  
*[supply/deliver/perform] [description of the Goods]*

PBDs for the sum of \_\_\_\_\_ or the  
*[total Bid amount in words and figures]*

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 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 specified in the PBDs.
- c. to abide the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*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:<sup>8</sup>

Name and address of agent	Amount and Currency	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 \_\_\_\_\_  
\_\_\_\_\_ as evidenced by attached .  
*[name of the bidder*

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: \_\_\_\_\_

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

The Chairman  
Bids and Awards Committee  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
Quezon Avenue, Quezon City

**CERTIFICATE  
(Assurance of Stocks Availability)**

This is to certify that \_\_\_\_\_  
*[Name of Company]*

ensures availability of stocks \_\_\_\_\_  
*[Category/Specific Item]*

being bided under Invitation to Bid No. \_\_\_\_\_.

\_\_\_\_\_  
*Signature Over Printed Name (Authorized Signatory)*

\_\_\_\_\_  
*Name of Bidder-Company*

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**ACKNOWLEDGEMENT**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ affiant exhibited  
to me (any of) his/her identification documents (I.D.'s)

Company ID \_\_\_\_\_  
Driver's License \_\_\_\_\_  
Senior Citizen ID \_\_\_\_\_  
Passport No. \_\_\_\_\_  
Any other valid ID \_\_\_\_\_

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

To: The Chairperson  
Bids and Awards Committee  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
Quezon Avenue, Quezon City

### CERTIFICATE OF RETURN POLICY

This is to certify that \_\_\_\_\_  
*[Name of Bidder-Company]*

shall accept the return policy conditions stated below for items being bided under

Invitation to Bid No. \_\_\_\_\_ :

1. At least three (3) months prior to expiration is replaceable;
2. Defective products within the period of at least six (6) months from delivery is replaceable.

\_\_\_\_\_  
*Signature Over Printed Name (Authorized Signatory)*

\_\_\_\_\_  
*Name of Bidder-Company*

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ affiant exhibited to me  
(any of) his/her identification documents (I.D.'s)

Company ID \_\_\_\_\_  
Driver's License \_\_\_\_\_  
Senior Citizen ID \_\_\_\_\_  
Passport No. \_\_\_\_\_  
Any other valid ID \_\_\_\_\_

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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Series of \_\_\_\_\_

## CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **PHILIPPINE CHILDREN'S MEDICAL CENTER** 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.

2. In consideration for the sum of \_\_\_\_\_

*[total contract price in words and figures]*

or such other sums as may be ascertained, \_\_\_\_\_

*[Named of the bidder]*

agrees to \_\_\_\_\_

*[state the object of the contract]*

in accordance with his/her/its Bid.



**CONTRACT AGREEMENT**

4. The Philippine Children’s Medical Center (PCMC) 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.

\_\_\_\_\_  
(Insert Name and Signature)

\_\_\_\_\_  
(Insert Name and Signature)

\_\_\_\_\_  
(Legal Capacity)

\_\_\_\_\_  
(Legal Capacity)

for:

for:

\_\_\_\_\_  
(Philippine Children’s Medical Center)

\_\_\_\_\_  
(Name of Supplier)

**ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ affiant exhibited to me (any of) his/her identification documents (I.D.’s)

Company ID \_\_\_\_\_  
Driver’s License \_\_\_\_\_  
Senior Citizen ID \_\_\_\_\_  
Passport No. \_\_\_\_\_  
Any other valid ID \_\_\_\_\_

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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Series of \_\_\_\_\_

## Performance Securing Declaration

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

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



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmcba@gmail.com](mailto:pcmcba@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION I**

# ***Invitation to Bid***

**ONE (1) LOT SUPPLY AND DELIVERY OF OXYGEN  
PIPE-IN, LIQUID FOR VIE AND OXYGEN, MEDICAL  
(STANDARD )BACK-UP FOR MANIFOLD FOR THREE  
(3) YEARS**

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**IB-2021-016**



Republic of the Philippines  
DEPARTMENT OF HEALTH  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**

Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [officeofthedirector@pcmc.gov.ph](mailto:officeofthedirector@pcmc.gov.ph)  
Trunkline: 588-9900 DirectLine: 924-0836 Fax No: 924-0840

**INVITATION TO BID**  
**IB 2021-016**

**ONE (1) LOT SUPPLY AND DELIVERY OF OXYGEN PIPE-IN, LIQUID FOR VIE AND OXYGEN, MEDICAL (STANDARD) BACK-UP FOR MANIFOLD FOR THREE (3) YEARS**

1. The **Philippine Children's Medical Center (PCMC)** through the **GAA CY 2021** intends to apply the sum of **Two Million Eight Hundred Twelve Thousand Three Hundred Ninety Pesos (Php 2,812,390.00)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid . Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item Description	Qty	Unit	Approved Budget for the Contract (Php)		Cost of Bidding Documents
			Unit Cost	Total Cost	
<b>One (1) lot Supply and Delivery for Oxygen pipe-in, Liquid for VIE</b>	140,000	m <sup>3</sup>	20.00	2,800,000.00	<b>5,000.00</b>
Oxygen, Medical (standard) for Manifold Back-up	42	cyl	295.00	12,390.00	
<b>TOTAL =</b>				<b>Php2,812,390.00</b> <i>(For the first year CY 2021)</i>	

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **within Seven (7) calendar days**. Bidders should have completed, within the **past 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 nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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

4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders **starting November 11, 2020** upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids

**PhilHealth Accredited**



6. The Philippine Children's Medical Center will hold a **Pre-Bid Conference** on **November 19, 2020 at 2:00 P.M.** through video conferencing via *google meet* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission on or before **December 1, 2020 9:30 A.M., Guard-on-Duty, 3<sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building.** 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 **December 1, 2020, 10:00 A.M. 3<sup>rd</sup> Floor, Function Hall, PCMC Main Building.** Bids will be opened in the presence of the Bidders' representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain the transmission of COVID-19, we will strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall wear PPE and shall pass the triage areas as required prior entering PCMC Premises.

10. The **Philippine Children's Medical Center (PCMC)** 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:

PCMC BAC Secretariat  
3<sup>rd</sup> Floor, Procurement Division  
PCMC Main Building  
Quezon Avenue, cor. Agham Road Quezon City  
Trunkline : 8588-9900 Loc 361 / 355  
Fax Number: 924-0870  
Email : pcmcbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Document : [www.pcmc.gov.ph](http://www.pcmc.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

November 10, 2020

  
**MARIA ROSARIO S. CRUZ, MD**  
Chairman, Bids & Awards Committee

IB-2021-016

Page 2 of 2



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [bac@pcmc.gov.ph](mailto:bac@pcmc.gov.ph)  
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

## **SECTION II**

# ***Instructions to Bidders***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

---

**IB-2021-016**

## 1. Scope of Bid

The **Philippine Children's Medical Center (PCMC)** wishes to receive Bids for the following Project :

Item Description	Qty	Unit	Approved Budget for the Contract (Php)	
			Unit Cost	Total Cost
<b>One (1) lot Supply and Delivery for</b> Oxygen pipe-in, Liquid for VIE	140,000	m <sup>3</sup>	20.00	2,800,000.00
Oxygen, Medical (standard) for Manifold Back-up	42	cyl	295.00	12,390.00
<b>TOTAL =</b>				<b>Php2,812,390.00</b> <i>(For the first year CY 2021)</i>

The above Procurement Projects, 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 **CY 2021** in the amount of **Two Million Eight Hundred Twelve Thousand Three Hundred Ninety Pesos (Php 2,812,390.00) for the first year**

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
  - a. 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 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 of the items joined.
  - b. 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 Philippine Children's Medical Center will hold a Pre-Bid Conference on **November 19, 2020 at 2:00 P.M.** through video conferencing via google meet which shall be open to prospective bidders, 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 past 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **120 calendar days** . 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

Use of indelible ink **color blue** shall be used by the authorized signatory in signing the required forms. **Strictly NO using of staple wire and thick materials for tab**

The **First (1<sup>st</sup>) Envelope**, shall contain the following Technical Documents accomplished in two (2) sets, **each set filed in a folder**

The **Second (2<sup>nd</sup>) Envelope** shall contain the Financial Component accomplished in three (3) sets, **each set filed in a folder**

**All copies should be certified as true copy**

COLOR CODING OF FOLDERS/ENVELOPES		
IB NO.	NAME OF PROJECT	Color
IB 2021-016	One Lot Oxygen Pipe-in Liquid for VIE and Oxygen Medical (Standard) for back up manifold	Green

### LABEL ON THE ENVELOPE/S:

Name of PROCURING ENTITY  
 Name of CONTRACT TO BE BID  
 IB Number  
 DATE of Bid Opening  
 Name of the Bidder Company  
 Address of the Bidder Company

### IDENTIFY THE ENVELOPES:

as: > Technical Component Requirements  
 (original and copy 1)  
 > Financial Component Requirement  
 (original, copy 1, copy 2 )

## 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 BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 

One project that is one lot or item, which 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

- 20.2. 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**.

### CONFORME:

\_\_\_\_\_  
 Authorized Signatory  
 Signature over printed name

\_\_\_\_\_  
 Name of Company/Firm



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmcba@gmail.com](mailto:pcmcba@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION III**

# ***Bid Data Sheet***

**ONE (1) LOT SUPPLY AND DELIVERY OF OXYGEN  
PIPE-IN, LIQUID FOR VIE AND OXYGEN, MEDICAL  
(STANDARD )BACK-UP FOR MANIFOLD FOR THREE  
(3) YEARS**

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**IB-2021-016**

## Bid Data Sheet

ITB Clause																							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Supply and delivery of <i>Medical Gases</i></li> <li>b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids.</li> </ol>																						
7.1	Subcontracting is not allowed.																						
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.																						
14.1	<p>The bid security shall be in the form of a <b><u>Bid Securing Declaration, or any of the following forms and amounts:</u></b></p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b><u>two percent (2%) of the ABC of the item(s) joined</u></b>, if bid security is <b><u>in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</u></b></li> <p style="text-align: center;"><b>or</b></p> <li>2. The amount of not less than <b><u>five percent (5%) of the ABC of the item(s) joined</u></b>, if bid security is in <b><u>Surety Bond</u></b>, submit also a certification issued by the Insurance Commission.</li> </ol>																						
19.3	<p><i>Supply and Delivery of the following :</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Item Description</th> <th rowspan="2" style="text-align: center;">Qty</th> <th rowspan="2" style="text-align: center;">Unit</th> <th colspan="2" style="text-align: center;">Approved Budget for the Contract (Php)</th> </tr> <tr> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total Cost</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>One (1) lot Supply and Delivery for</b> Oxygen pipe-in, Liquid for VIE</td> <td style="text-align: center;">140,000</td> <td style="text-align: center;">m<sup>3</sup></td> <td style="text-align: center;">20.00</td> <td style="text-align: center;">2,800,000.00</td> </tr> <tr> <td style="text-align: center;">Oxygen, Medical (standard) for Manifold Back-up</td> <td style="text-align: center;">42</td> <td style="text-align: center;">cyl</td> <td style="text-align: center;">295.00</td> <td style="text-align: center;">12,390.00</td> </tr> <tr> <td colspan="4" style="text-align: right;"><b>TOTAL =</b></td> <td style="text-align: center;"><b>Php2,812,390.00</b> <i>(For the first year CY 2021)</i></td> </tr> </tbody> </table>	Item Description	Qty	Unit	Approved Budget for the Contract (Php)		Unit Cost	Total Cost	<b>One (1) lot Supply and Delivery for</b> Oxygen pipe-in, Liquid for VIE	140,000	m <sup>3</sup>	20.00	2,800,000.00	Oxygen, Medical (standard) for Manifold Back-up	42	cyl	295.00	12,390.00	<b>TOTAL =</b>				<b>Php2,812,390.00</b> <i>(For the first year CY 2021)</i>
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<b>TOTAL =</b>				<b>Php2,812,390.00</b> <i>(For the first year CY 2021)</i>																			
20.2	<p>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS)</li> <li>2. Valid and current Certificate of PhilGEPS Registration.</li> <li>3. Manufacturer and/or products certification by an independent 3<sup>rd</sup> party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent).</li> </ol> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p>																						

21.2	<i>No additional contract documents relevant to the Project</i>
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**CONFORME:**

\_\_\_\_\_  
Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Name of Company/Firm



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION IV**

# ***General Conditions of Contract***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

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**IB-2021-016**



## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

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. *[Include if Framework Agreement will be used:] 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 *[Include if Framework Agreement will be used:]* 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.

### **CONFORME:**

\_\_\_\_\_  
Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Name of Company/Firm



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION V**

### ***Special Conditions of Contract***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

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**IB-2021-016**

**Special Conditions of Contract**

GCC Clause	
	<p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery</li> </ul>
	<p><b>Packaging –</b></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> <ol style="list-style-type: none"> <li>1. The Supplier shall have an established disposal and retrieval program or take back system for their products (items with container)</li> <li>2 The Supplier shall submit MSDS for a specified product.</li> <li>3. The product label shall bear the following information: <ul style="list-style-type: none"> <li>a. Product specifications and ingredients</li> <li>b. Manufacturing and Expiration Dates</li> <li>c. Precautions</li> <li>d. Instructions for proper use and disposition</li> <li>e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.)</li> </ul> </li> <li>4.The product shall not contain halogenated plastics and PVCs.</li> <li>5.The product shall be packed in suitable packaging materials which are reusable and recyclable.</li> </ol>
	<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 on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>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.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</p>
5	<p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Winning bidder has to choose the following mode (as checked) as the form of retention money required of under R.A 9184 Sec. 62.1</p> <p style="padding-left: 40px;">[        ] Bank Guarantee [        ] 5% Deduction from claims</p> <p>The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>

**CONFORME:**

\_\_\_\_\_  
Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Name of Company/Firm



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
Quezon Avenue, Quezon City 1100  
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION VI**

# ***Schedule of Requirements***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's Offer
One (1) Lot Oxygen pipe-in, Liquid for VIE and Oxygen Medical (Standard) for back up manifold	<b>Php2,812,390.00</b>	Materials Management Division, G/F PCMC, Quezon Avenue, cor . Agham Road Quezon City	Within seven (7) working days upon receipt of the DELIVERY ORDER SLIP	<i>(Specify definite offer on <u>delivery schedule</u>)</i>

**DELIVERY AND ACCEPTANCE.**

- Staggered delivery and staggered payment
- Refer to Terms of Reference
- All goods delivered pursuant to the Purchase Order (PO) with Delivery Order Slip shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

CONFORME:

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TELEPHONE / FAX



**Republic of the Philippines**  
**DEPARTMENT OF HEALTH**  
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## **SECTION VII**

# ***Technical Specifications***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
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## **SECTION VIII**

# ***Checklist of Technical and Financial Documents***

**ONE (1) LOT SUPPLY AND DELIVERY OF  
OXYGEN PIPE-IN, LIQUID FOR VIE AND  
OXYGEN, MEDICAL (STANDARD )BACK-UP FOR  
MANIFOLD FOR THREE (3) YEARS**

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**IB-2021-016**

# Checklist of Technical and Financial Documents

The Bidder shall submit the following **TECHNICAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** [*Strictly NO using of staple wire and thick materials for tabs*] as enumerated below:

## I. TECHNICAL COMPONENT ENVELOPE

### Class "A" Documents

#### Legal Documents

1. Valid PhilGEPS Registration Certification (Platinum Membership) and its Annex A.  
**or**
2. 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**
3. Mayor's/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**
4. Valid Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR.

#### **Note:**

*In the event the bidder opted to submit only Requirement Nos. 2 to 4 Legal Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (Pursuant to GPPB Circular 07-2017 dated 31 July 2017)*

#### Technical Documents

5. 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. (Use of Form No. DOBA-PCMC-SCF3b is required)
6. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Refer to ITB 5.3), 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 **two (2) years** prior to bid opening (use of Form No. DOBA-PCMC-SCF3a is required).
7. Bid Security (**Refer to BDS Clause 14.1**)
8. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
9. Duly accomplished and signed Technical Specification using the form as provided for in Section VII
10. Omnibus Sworn Statement (Use of the Form provided is required)
11. Affidavit of Site Inspection [use of Form no. DOBA-PCMC-SIF22 is required]

12. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.

**Note:** Certification issued by PCMC – Procurement Section must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.

13. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA).

#### Financial Documents

1. The prospective bidder's Audited Financial Statements, showing, among others, the prospective bidder's total 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 submission.
2. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) that must be at least equal to the ABC to be bid (*Use of Form No. DOBA-PCMC-NFF4 is required*);

**OR,**

a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation, it must be at least equal to 10% of the ABC.

#### **Class "B" Documents**

1. For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. (*Use of Form No. DOBA-PCMC-JVF6 is required*).

Each partner of the joint venture shall submit their legal eligibility documents or Certificate of PhilGEPS Registration (Platinum Membership). The submission of technical and financial eligibility documents by any of the joint venture partners shall constitute compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

The Bidder shall submit the following **FINANCIAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** *[Strictly NO using of staple wire and thick materials for tabs]* as enumerated below:

## II. FINANCIAL COMPONENT ENVELOPE

1. Duly accomplished and signed Bid Form
2. Duly accomplished and signed **Price Schedule** using the form provided.

*Note: Bidder shall return back to PCMC the issued USB Flash Drive containing the soft copy of their accomplished Price Schedule (in excel format) .*

3. Signed Conformance on Terms of Reference.
4. Section II. Instructions to Bidders with signature (conforme) on all pages.
5. Section III. Bid Data Sheet with signature (conforme) on all pages.
6. Section IV. General Conditions of the Contract with signature (conforme) on all pages.
7. Section V. Special Conditions of the Contract with signature (conforme) on all pages.

### CONFORME:

\_\_\_\_\_  
Authorized Signatory  
Signature over printed name

\_\_\_\_\_  
Name of Company/Firm