



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 email: bac@pcmc.gov.ph
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

Supply and Delivery of Various Equipment for Rehabilitation Medicine

(IB-2021-068, IB-2021-069 and IB-2021-070)



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

Quezon Avenue, Quezon City 1100

website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph

Trunkline: 588-9900 DirectLine: 924-0836 Fax No: 924-0840

INVITATION TO BID

VARIOUS EQUIPMENT for REHABILITATION MEDICINE

1. The **Philippine Children's Medical Center (PCMC)** through the **HFEP (DOH) CY 2020** intends to apply the sum of **Two Million One Hundred Fifty Six Thousand Pesos (Php 2,156,000.00)** 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.

IB NUMBER	QTY	UNIT	ITEM DESCRIPTION	ABC /UNIT	TOTAL ABC	Cost of Bidding Documents
IB-2021-068	6	unit	Ultrasound Machine for Physical Therapy	210,000.00	1,260,000.00	5,000.00
IB-2021-069	2	set	Rehab Platform Benches Set of 3	148,000.00	296,000.00	500.00
IB-2021-070	3	unit	Examination Bed for Exercise and Treatment	200,000.00	600,000.00	1,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **within Forty Five (45) to Sixty (60) calendar days**. Bidders should have completed, within the period of **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 April 29, 2021** 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 **May 7, 2021 at 10:00 A.M.** through video conferencing via *google meet* (meet.google.com/mbg-ssnw-cxm) which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission on or before **May 19, 2021, 1:30 P.M., Guard-on-Duty, 3rd 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 **May 19, 2021, 2:00 P.M. 3rd Floor, Function Hall 1 & 2, 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 follow PCMC's safety protocol by wearing face mask and face shield 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
3rd Floor, Procurement Division
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunkline : 8588-9900 Loc 361 / 355
Fax Number: 924-0870
Email : pcmbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Document : www.pcmc.gov.ph
www.philgeps.gov.ph

April 28, 2021


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



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

Bidding Forms

Supply and Delivery of Various Medical Equipment

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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							b. Indicate if "Similar" or "Not Similar")
	c. Contact Nos.							
	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 (15)	P _____
less: VALUE OF OUTSTANDING CONTRACTS INCLUDING YET TO BE STARTED	P _____
NFCC	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.

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 ____.

The Chairperson
Bids and Awards Committee
PHILIPPINE CHILDREN’S MEDICAL CENTER
Quezon Avenue, Quezon City

Availability of Demo Unit

This is to certify that _____
[Name of Bidder-Company]

will provide demo unit of the following bided equipment on the given schedule by Philippine Children’s Medical Center – Bids and Awards Committee (PCMC-BAC).

ITEM	DESCRIPTION OF EQUIPMENT	MODEL

I also certify that the equipment to be presented during the demo is/are exactly the same item/s being offered including required attachments and accessories.

I further certify that we accept other conditions set forth by PCMC-BAC in the conduct of the product evaluation, such as, but not limited to site and duration of inspection/evaluation etc.

Non-compliance to above provisions may be a ground for disqualification.

Signature Over Printed Name
(Authorized Signatory)

Date _____

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 _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Bid Form

Date: _____
Invitation to Bid⁷ N^o: _____

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:⁸

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: _____

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon avenue, Quezon City

**RECURRING and MAINTENANCE COST
(Understood to be AFTER WARRANTY)**

Name of Supplier: _____

Name of Project: _____

Item No.	Equipment Item	Equipment Part/s	Year when Replacement will Most Probably be Needed	Frequency of Replacement (Interval)	Cost of the Part/s (Php)	Cost of Labor (Php)	Total Costs to the Client (PCMC) (Php)

Signature over Printed Name of Authorized Representative

Date: _____

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon avenue, Quezon City

LIST OF CONSUMABLES (PARTS/ACCESSORIES/SUPPLIES)
(Required in the Use of the Equipment)

Name of Supplier: _____

Name of Project: _____

Item No.	Equipment Item	Consumables Item/s	Frequency of Replacement (Interval) FOR PARTS/ ACCESORIES	Cost (Php)	Availability in the Market (Please check proper column)			Available of Item/s after five (5) years (Please indicate as AVAILABLE OR NO LONGER AVAILABLE)
					Exclusive from your Company	Available from any other sources	Generic Item/s that can be used as an Alternative	

Signature over Printed Name of Authorized Representative

Date: _____

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.

3. In consideration for the sum of _____
[total contract price in words and figures]

or such other sums as may be ascertained, _____

[Named of the bidder]

agrees to _____

[state the object of the contract]

in accordance with his/her/its Bid.

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 _____

Doc. No. _____
Page No. _____
Book No. _____
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]

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]

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of 28 APR 2021 2021 between **PHILIPPINE CHILDREN'S MEDICAL CENTER** with address at Quezon Avenue, Quezon City (hereinafter called the "*Entity*") and **J.D. LEGASPI CONSTRUCTION** with business address at 202 A. Luna St., Poblacion, Madaluyong City and postal address at 116 Legaspi Bldg., 116 Aguirre St., Makati City (hereinafter called the "*Contractor*").

WHEREAS, the Entity is desirous that the Contractor execute **One (1) Lot Supply of Labor and Materials for the Construction of PCMC New Building (Phase 2), Invitation to Bid No. IB-2020-078**, (hereinafter called "*the Works*") and the Entity has accepted the Bid for **Four Hundred Forty-Six Million Seven Hundred Eighty-Two Thousand Seven Hundred Two Pesos and 07/100 (Php446,782,702.07)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter 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 part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Terms of Reference
 - ii. Drawings/Plans;
 - iii. Specifications;
 - iv. Bill of Quantities;
 - v. General and Special Conditions of Contract;
 - vi. Supplemental or Bid Bulletins, if any;
 - vii. Invitation to Bid;
 - viii. Instruction to Bidders.
 - b. 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;

 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. 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**

9/28/21



information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of **Four Hundred Forty-Six Million Seven Hundred Eighty-Two Thousand Seven Hundred Two Pesos and 07/100 (Php446,782,702.07)** or such other sums as may be ascertained, **J.D. LEGASPI CONSTRUCTION** agrees to undertake the supply of labor and materials for the construction of PCMC New Building (Phase 2) in accordance with its Bid.
4. The **PHILIPPINE CHILDREN'S MEDICAL CENTER** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding

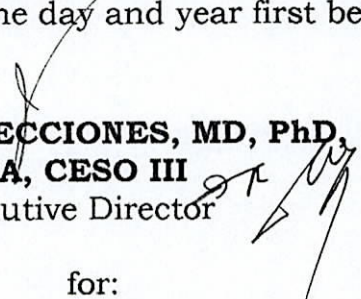
5. MISCELLANEOUS PROVISIONS

- 5.1 Duration and Effectivity. The contract period is for 600 calendar days from receipt of Notice To Proceed, unless sooner terminated for cause, or if the facility is abolished, sold, privatized or turned over to a new owner, to commence from the receipt by the Supplier of the Notice to Proceed (NTP). Contract Review No. 414 26 March 2021 Series of 2021 Page 6 of 7
- 5.2 No Employer-Employee Relationship. It is expressly understood and agreed that the personnel assigned by the Contractor under this Contract are, for all intents and purposes, the employees of the Contractor, and hence, no employer-employee relationship exists between any and all of the personnel of the Contractor and the Entity. The Contractor shall hold the Entity free and harmless from any claims, causes of action, and suits that the Contractor's personnel may institute. As such, the Entity shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to, or by any of the Contractor's employees or personnel assigned to the Project.
- 5.3 Indemnification. Insofar as any and all personnel assigned to the Entity are concerned, the Contractor shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, PhilHealth Act, HDMF Law and other related welfare legislations/issuances. The Contractor agrees and binds itself to save and hold the Entity free from any liability which may arise therefrom. The Contractor hereby agrees to hold the Entity free and harmless from all and any damages and liabilities that may be filed against the Contractor or the Contractor's personnel by reason of their employment by the Contractor under decrees and/or laws pertinent to employer-employee relationship.
- 5.4 Non-Waiver. The failure of the Entity to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that the Entity may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of the Entity shall not be considered as

condonation or waiver of any breach or default by the Supplier of any covenant or condition herein provided. No waiver by the Entity of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the through its duly authorized representative. Contract Review No. 414 26 March 2021 Series of 2021 Page 7 of 7

- 5.5 Dispute. In case of a dispute between the parties, the same shall be resolved in accordance with Republic Act (R.A.) No. 876, as amended by R.A. No. 9285, otherwise known as the "Arbitration Law" and the "Alternative Dispute Resolution Act of 2004," respectively.
- 5.6 Venue of Action. The parties hereby agree that that venue of the action for any cause or causes of action which may arise from this Contract shall be exclusively in the proper court of Quezon City, Philippines only.
- 5.7. Separability Clause. Should any provision of this Contract be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.
- 5.8. The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties, successors, or assigns.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


JULIUS A. LECCIONES, MD, PhD,
DPA, CESO III
Executive Director

for:


**PHILIPPINE CHILDREN'S
MEDICAL CENTER**

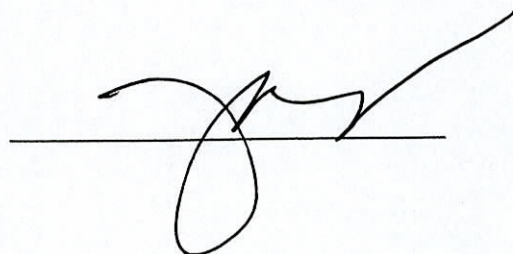

JESUSITO D. LEGASPI
General Manager

for:

J.D. LEGASPI CONSTRUCTION

WITNESSES:


ODETH A. VILLEGAS, CPA, MBA
Chief, Accounting Division



ACKNOWLEDGMENT

Republic of the Philippines)

QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in QUEZON CITY on
this 28 APR 2021, 2021 personally appeared:

	Government-Issued ID	Date/Place of Issue or Validity
Exec. Director Julius A. Lecciones	PCMC ID NO. 202- 090	Quezon City
Jesusito D. Legaspi	Passport No. EC7695810	DFA-Manila and valid until May 11, 2021

are known to me and to me known to be the same person who executed the foregoing Contract Agreement and they acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they represent.

This Instrument consists of only four (4) pages, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

NOTARY PUBLIC

Doc. No. 252 ;
Page No. 51 ;
Book No. XVIII ;
Series of 2021.

ATTY. JAY T. TORRAMEO
NOTARY PUBLIC
FOR AND IN QUEZON CITY
VALID UNTIL DEC 31, 2022

ISP NO 132416 11-10-2020 FOR 2021-QUEZON CITY .
PTR NO 0598901 01-04-2021 QUEZON CITY
ROLL NO 49649/TIN NO 156-545-237
ADMIN MATTER NO. NP 005 (2021-2022)
ACLE COM NO VII-0002198 02-26-2020- VALID UNTIL 04-14-2025
216 BR. POLICE CLEARANCE, QUEZON CITY HALL COMP. Q.C.

PRICE SCHEDULE

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2021-068									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 8)
6 units	Supply and Delivery of ULTRASOUND for PHYSICAL THERAPY ABC = Php 210,000.00 per unit Total ABC = Php 1,260,000.00								
<ul style="list-style-type: none"> • Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> • PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>			

PRICE SCHEDULE

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2021-069									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 8)
2 sets	Supply and Delivery of REHAB PLATFORM BENCHES Set of 3 ABC = Php 148,000.00 per unit Total ABC = Php 296,000.00								
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE			

PRICE SCHEDULE

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2021-070									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 8)
3 units	Supply and Delivery of EXAMINATION BED for Exercise and Treatment ABC = Php 200,000.00 per unit Total ABC = Php 600,000.00								
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>			



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 email: pcmcba@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION III

Bid Data Sheet

Supply and Delivery of Various Equipment for Rehabilitation Medicine

Bid Data Sheet

ITB Clause																																	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and delivery of <i>various equipment for rehabilitation medicine</i> b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids. 																																
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 Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">IB No.</th> <th style="width: 5%;">Qty</th> <th style="width: 5%;">Unit</th> <th style="width: 30%;">Item Description</th> <th style="width: 10%;">ABC per Unit</th> <th style="width: 10%;">Total ABC</th> <th style="width: 15%;">Bid Security Amount in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit (2% of ABC)</th> <th style="width: 15%;">Bid Security Amount in Surety Bond (5% of ABC)</th> </tr> </thead> <tbody> <tr> <td>IB-2021-068</td> <td>6</td> <td>unit</td> <td>Ultrasound Machine for Physical Therapy</td> <td>210,000.00</td> <td>1,260,000.00</td> <td>25,200.00</td> <td>63,000.00</td> </tr> <tr> <td>IB-2021-069</td> <td>2</td> <td>set</td> <td>Rehab Platform Benches Set of 3</td> <td>148,000.00</td> <td>296,000.00</td> <td>5,920.00</td> <td>14,800.00</td> </tr> <tr> <td>IB-2021-070</td> <td>3</td> <td>unit</td> <td>Examination Bed for Exercise and Treatment</td> <td>200,000.00</td> <td>600,000.00</td> <td>12,000.00</td> <td>30,000.00</td> </tr> </tbody> </table>	IB No.	Qty	Unit	Item Description	ABC per Unit	Total ABC	Bid Security Amount in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Bid Security Amount in Surety Bond (5% of ABC)	IB-2021-068	6	unit	Ultrasound Machine for Physical Therapy	210,000.00	1,260,000.00	25,200.00	63,000.00	IB-2021-069	2	set	Rehab Platform Benches Set of 3	148,000.00	296,000.00	5,920.00	14,800.00	IB-2021-070	3	unit	Examination Bed for Exercise and Treatment	200,000.00	600,000.00	12,000.00	30,000.00
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IB-2021-070	3	unit	Examination Bed for Exercise and Treatment	200,000.00	600,000.00	12,000.00	30,000.00																										
19.3	<p><i>Supply and Delivery of the following:</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">IB No.</th> <th style="width: 5%;">Qty</th> <th style="width: 5%;">Unit</th> <th style="width: 30%;">Item Description</th> <th style="width: 10%;">ABC per Unit</th> <th style="width: 10%;">Total ABC</th> </tr> </thead> <tbody> <tr> <td>IB-2021-068</td> <td>6</td> <td>unit</td> <td>Ultrasound Machine for Physical Therapy</td> <td>210,000.00</td> <td>1,260,000.00</td> </tr> <tr> <td>IB-2021-069</td> <td>2</td> <td>set</td> <td>Rehab Platform Benches Set of 3</td> <td>148,000.00</td> <td>296,000.00</td> </tr> <tr> <td>IB-2021-070</td> <td>3</td> <td>unit</td> <td>Examination Bed for Exercise and Treatment</td> <td>200,000.00</td> <td>600,000.00</td> </tr> </tbody> </table>	IB No.	Qty	Unit	Item Description	ABC per Unit	Total ABC	IB-2021-068	6	unit	Ultrasound Machine for Physical Therapy	210,000.00	1,260,000.00	IB-2021-069	2	set	Rehab Platform Benches Set of 3	148,000.00	296,000.00	IB-2021-070	3	unit	Examination Bed for Exercise and Treatment	200,000.00	600,000.00								
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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"> 1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months <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>																																

CONFORME:

 Authorized Signatory
 Signature over printed name

 Name of Company/Firm



Republic of the Philippines
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Bids and Awards Committee
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SECTION IV

General Conditions of Contract

Supply and Delivery of Various Equipment for Rehabilitation Medicine

(IB-2021-068, IB-2021-069 & IB-2021-070)

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

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.

CONFORME:

Authorized Signatory
Signature over printed name

Name of Company/Firm



Republic of the Philippines
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Bids and Awards Committee
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SECTION V

Special Conditions of Contract

Supply and Delivery of Various Equipment for Rehabilitation Medicine

(IB-2021-068, IB-2021-069 & IB-2021-070)

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad</i> “The delivery terms applicable to the Contract are DDP delivered to PCMC. In accordance with INCOTERMS.”</p> <p><i>For Goods Supplied from Within the Philippines,</i> “The delivery terms applicable to this Contract are delivered to PCMC. Risk and title will pass from the Supplier to PCMC 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>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <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"> (i) Original copy of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original copy of the Manufacturer’s and/or Supplier’s warranty certificate on parts and services, including accessories starting from final acceptance; (iii) Original copy of Certification of Availability of Replacement/ Back-up unit while the provided unit/s is/are being repaired. (iv) Original copy of Certificate of Calibration, Testing and Adjustment (v) Original copy of certificate of preventive maintenance during the warranty period. (vi) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment. (vii) Original and two (2) copies in English Language: <ul style="list-style-type: none"> a. User's Manual (Hard copy) b. Operation's Manual (hard copy) c. Service Manual with CD Diagram (viii) Original Copy of Certification as locally manufactured <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original copy of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;

- (ii) Original copy of the Manufacturer's and/or Supplier's warranty certificate on parts and services, including accessories starting from final acceptance
- (iv) Original copy of Certification of Availability of Replacement/ Back-up unit while the provided unit/s is/are being repaired.
- (v) Original copy of Certificate of Calibration, Testing and Adjustment
- (vi) Original copy of certificate of preventive maintenance during the warranty period.
- (vii) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment.
- (viii) Original and two (2) copies of:
 - a. User's Manual in English language,
 - b. Operation's Manual (hard copy)
 - c. Service Manual with CD Diagram
- (ix) Copy of Proof of Payment of Import Duties from Bureau of Customs / Bill of Lading.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Property and Supply Section / Procurement Section.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. [Specify additional incidental service requirements, as needed.]

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for at least for the next five (5) years from testing, commissioning, acceptance and delivery;

Spare parts or components shall be supplied as promptly as possible, but in any case for a period of five (5) years after the warranty period;

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of

	<p>shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows : Thirty to Forty-Five (30 – 45) calendar days from submission of documentary requirements</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> <ol style="list-style-type: none"> 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. 2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
5	<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;"> <input type="checkbox"/> Bank Guarantee <input type="checkbox"/> 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
website: www.pcmc.gov.ph email: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VI

Schedule of Requirements

Supply and Delivery of Various Equipment for Rehabilitation Medicine

(IB-2021-068, IB-2021-069 & IB-2021-070)

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

IB No.	Qty	Unit	Item Description	ABC per Unit	Total ABC
IB-2021-068	6	unit	Ultrasound Machine for Physical Therapy	210,000.00	1,260,000.00
IB-2021-069	2	set	Rehab Platform Benches Set of 3	148,000.00	296,000.00
IB-2021-070	3	unit	Examination Bed for Exercise and Treatment	200,000.00	600,000.00

Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's Offer (specify definite offer on delivery schedule)
Materials and Management Division G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	Forty-Five (45) to Sixty (60) calendar days	

DELIVERY AND ACCEPTANCE

- The supplier should deliver the goods called for in the Purchase Order (PO) within the Delivery Period, as offered, upon receipt of approved upon receipt of approved Purchase Order (PO) through faxed or personally received during office hours at the Procurement Section.
- All goods delivered pursuant to the Purchase Order (PO) 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.

NAME OF COMPANY

ADDRESS

COMPANY'S EMAIL ADDRESS

TEL. NO. / FAX NO.

AUTHORIZED REPRESENTATIVE
(Signature over Printed Name)

MOBILE NO. / EMAIL ADDRESS



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SECTION VII

Technical Specifications

Supply and Delivery of Various Equipment for Rehabilitation Medicine

(IB-2021-068, IB-2021-069 & IB-2021-070)



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SECTION VIII

Checklist of Technical and Financial Documents

**Supply and Delivery of Various Equipment
for Rehabilitation Medicine**
(IB-2021-068, IB-2021-069 & IB-2021-070)

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 BDS Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 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

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

- i. Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer duly authenticated by the Philippine Consulate in the country of origin;
- ii. Duly notarized Certificate from Principal Manufacturer/ Distributor that the brand has been present for at least five (5) years in the local/ international market and model being bided is currently in use in the local/international market with at least two (2) installations in the Philippines, preferably within NCR area (Please specify and submit supporting documents);
- iii. Certification of Availability of demo unit (use of Form No. DOBA-PCMC-DUF11 is required)

10. Omnibus Sworn Statement (Use of the Form provided is required)

11. 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.

Financial Documents

12. 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;
13. 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

14. 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. (use applicable forms)
 - i. Use the form “*For Goods offered from within the Philippines*” if bidder is offering goods from within the Philippines.
 - ii. Use the form “*For Goods offered from abroad*” if bidder is offering goods from Abroad.
3. Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment
4. Certificate from the Principal Manufacturer duly notarized from country of origin:
 - i. All the terms and conditions stated in the bidding documents per IRR of RA 9184 and corresponding contract for the project shall be honored by the Principal Manufacturer, including in the event that a change of dealership will occur during the duration of the contract up to the warranty and preventive maintenance period;
 - ii. The expected useful life of the equipment under normal use (indicate normal capacity, i.e. number of patients, operating hours, other considerations);
 - iii. Guarantee on availability of all spare parts, accessories and consumables at least for the next five (5) years from testing, commissioning, acceptance and delivery;
 - iv. That it has competence in handling and providing technical support as well as maintenance of the equipment being offered; and
 - v. Consumer guidelines regarding disposal of the equipment (Information about how and where the used and decommissioned products/ parts can be returned for recycling and/ or disposal (e.g. buy-back program of the product after end of useful life).
5. Duly notarized Certificate from Bidder:
 - i. That parts, accessories and consumables are readily available at the authorized Philippine service center/s for a period of five (5) years after the warranty period;

- ii. That it has available competent in-house technical specialists in handling and providing technical support as well as maintenance of the equipment being offered;
 - iii. That it will conduct training for proper operation and maintenance to end-users of the equipment upon delivery; and
 - iv. That it will provide replacement/back-up unit while the delivered unit is being repaired.
6. Brochures/sales literature reflecting the technical specifications.
 7. The Recurring and Maintenance Costs (use of Form DOBA – PCMC – RMF8 is required)
 8. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [*use of Form DOBA – PCMC – LCF9 is required*]
 9. Section II. Instructions to Bidders with signature (conforme) on all pages.
 10. Section III. Bid Data Sheet with signature (conforme) on all pages.
 11. Section IV. General Conditions of the Contract with signature (conforme) on all pages.
 12. Section V. Special Conditions of the Contract with signature (conforme) on all pages.

CONFORME:

 Authorized Signatory
 Signature over printed name

 Name of Company/Firm

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
6	unit	ULTRASOUND for PHYSICAL THERAPY	
A. SPECIFICATIONS			
	1	Continuous and pulsed mode	
	2	Ultrasound maximum intensity: for continuous -2W/cm2, pulsed -3W/cm2	
	3	Duty cycle: 5-100%	
	4	Timer: 1-30 minutes	
	5	Displays probe contact status: light indication on ultrasound probe	
	6	Portable and lightweight: Maximum weight: 3kgs	
	7	With at least 6" touch screen interface	
	8	With pre-set programs and programmable treatment options	
	9	The unit will be operated at 230 Volts 3-Pin power plug/cable, strictly at 60 hertz.	
	10	Power consumption (<i>must be clearly stipulated</i>)	
	11	Mechanical parts should be of heavy-duty type	
	12	Equipment should be maintainable and serviceable	
B. ACCESSORIES Per Unit			
	1	Two (2) Dual Multi-frequency Ultrasound head, large, 1 and 3 MHz	
	2	Cart: durable, with locks	
	3	Power supply cord: 220V-240V	
C. CONSUMABLES to be Provided per Unit			
	1	One (1) gallon Ultrasound gel	
D. WARRANTY			
	1	Two (2) year warranty on parts and services	
	2	Quarterly preventive maintenance and calibration with certificate.	

PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME

TELEPHONE / FAX NO.

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
2	set	REHAB PLATFORM BENCHES Set of 3	
A. SPECIFICATIONS			
	1	Nesting clinic benches	
	2	With tilt-seated surfaces of at least 10 degrees; can be locked	
	3	Dimensions: Length: 26" to 31" Width: 10" to 14" Height: 7" to 12" and 16" to 24"	
	4	Sizes: Small, Medium, Extra Large	
	5	Weight Capacity: 120 kgs	
	6	Material: Hard Wood	
	7	Mechanical parts should be of heavy-duty type	
	8	Equipment should be maintainable and serviceable	
B. WARRANTY			
	1	One (1) year warranty on parts and services	

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NAME OF COMPANY

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PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
3	unit	EXAMINATION BED for Exercise and Treatment	
A. SPECIFICATIONS			
	1	Two(2)-section bed	
	2	Height adjustment: 18"-41"	
	3	Dimensions: Length: 75" - 82" Width: 26" - 28"	
	4	Lifting Capacity: minimum of 200 kgs	
	5	Head tilt angles: +80° to -30°	
	6	Lift mechanism: Electric	
	7	With wheels for easy transport and with safety locks	
	8	With upholstered cushion top	
	9	Material: heavy duty stainless steel	
	10	The unit will be operated at 230 Volts 3-Pin power plug/cable, strictly at 60 hertz.	
	11	Power consumption (<i>must be clearly stipulated</i>)	
	12	Mechanical parts should be of heavy-duty type	
	13	Equipment should be maintainable and serviceable	
B. WARRANTY			
	1	Two (2) years warranty on parts and services	

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