

PRICE SCHEDULE

PROCURING ENTITY: PHILIPPINE CHILDREN'S MEDICAL CENTER NAME OF PROJECT : One (1) Lot Quarterly Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) year	INVITATION TO BID NO. IB 2022-078	NAME OF BIDDER:
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PCMC REQUIREMENT		BIDDER'S OFFER							
ITEM DESCRIPTION		ABC	BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL AND COMPONENT	TOTAL PRICE EXW	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION
1	Lot Quarterly Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) year	Php 2,650,000.00 @ 662,500.00 per quarter							

ADDITIONAL REQUIREMENTS: > 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; > 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.	TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :
	<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>
	BAC & END-USER'S SIGNATURE:



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 I

Invitation to Bid

**Supply and Delivery of One (1) Lot Preventive
Maintenance for Oxygen Generating Plant
(Parts and Labor) for One (1) Year**

IB-2022-078



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: 8588-9900 DirectLine: 8924-0836 Fax No: 8924-0840

**INVITATION TO BID NO
IB 2022-078**

1. The **Philippine Children's Medical Center (PCMC)** through the **GAA CY 2022** intends to apply the sum of **Two Million Six Hundred Fifty Thousand Pesos (Php2,650,000.00)** 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.

Item Description	Approved Budget for the Contract	Cost of Bidding Documents
One (1) Lot Quarterly Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) year	2,650,000.00	5,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **within Seven (7) calendar days from receipt of Purchase Order**. 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 April 13, 2022** 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 April 21, 2022 at 2:00 P.M.** through video conferencing via *google meet* (meet.google.com/mzf-qrky-ygp) which shall be open to prospective bidders.
7. Bids must be duly received through manual submission on or before **May 3, 2022 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 3, 2022, 2:00 P.M. 3rd Floor, Procurement Division Area, 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:

Procurement Division
3rd Floor, Procurement Division Area
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunkline : 8588-9900 Loc 361 / 355
Fax Number: 8924-0870
Email : pcmcba@gmail.com

12. You may visit the following websites:

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

April 12, 2022


EMMA A. MARIANO, CPA, MGM-ESP
Chairman, Bids & Awards Committee 



Republic of the Philippines
DEPARTMENT OF HEALTH
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Bids and Awards Committee
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website: www.pcmc.gov.ph email: bac@pcmc.gov.ph
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION II

Instructions to Bidders

Supply and Delivery of One (1) Lot Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) Year

IB-2022-078

1. Scope of Bid

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

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC
IB-2022-078	One (1) Lot Quarterly Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) year	2,650,000.00

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 2022** in the amount of **Two Million Six Hundred Fifty Thousand Pesos (Php 2,650,000.00)**.
- 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 or 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.
 - 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 April 21, 2022 at 2:00 P.M. through video conferencing via google meet (meet.google.com/mzf-qrky-ygp)** 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **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 (1st) Envelope**, shall contain the following Technical Documents accomplished in two (2) sets, **each set filed in a folder**

The **Second (2nd) 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	BROWN
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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:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

 Contact No:

 Name of Company/Firm

 Company's Official Email Address
 (where notices will be sent)

 Company's Official Contact No.



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SECTION III

Bid Data Sheet

**Supply and Delivery of One (1) Lot Preventive
Maintenance for Oxygen Generating Plant
(Parts and Labor) for One (1) Year**

IB-2022-078

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"> a. Supply and delivery : Preventive Maintenance of Medical Oxygen Generating Plant 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> <ol style="list-style-type: none"> 1. The amount of not less than <u>two percent (2%) of the ABC</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <u>five percent (5%) of the ABC</u>, if bid security is in Surety Bond. 						
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="text-align: center;">IB NUMBER</th> <th style="text-align: center;">ITEM DESCRIPTION</th> <th style="text-align: center;">TOTAL ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IB-2022-078</td> <td style="text-align: center;">Supply and Delivery of One (1) Lot Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) Year</td> <td style="text-align: center;">2,650,000.00</td> </tr> </tbody> </table>	IB NUMBER	ITEM DESCRIPTION	TOTAL ABC	IB-2022-078	Supply and Delivery of One (1) Lot Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) Year	2,650,000.00
IB NUMBER	ITEM DESCRIPTION	TOTAL ABC					
IB-2022-078	Supply and Delivery of One (1) Lot Preventive Maintenance for Oxygen Generating Plant (Parts and Labor) for One (1) Year	2,650,000.00					
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 2. 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. <p style="margin-left: 40px;">Note: Certification issued by PCMC – Materials Management Division 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.</p> 3. Valid and current License to Operate (LTO) issued by Food and Drug 						

	<p>Administration (FDA)</p> <ol style="list-style-type: none"> 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 8. Manufacturer's Certification or if the Bidder is not a manufacturer, authenticated copy of certification from the manufacturer as authorized or exclusive distributor or dealer of the products / items 9. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred. 10. Other appropriate licenses and permits required by law and stated in the Bidding Documents <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

 Contact No:

 Name of Company/Firm

 Company's Official Email Address
 (where notices will be sent)

 Company's Official Contact No.



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SECTION VIII

Checklist of Technical and Financial Documents

**Supply and Delivery of One (1) Lot
Preventive Maintenance for Oxygen
Generating Plant (Parts and Labor) for One
(1) Year**

IB-2022-078

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 Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR

Note: For the purpose of updating the Certificate of Registration and Membership, all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated. The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated (per GPPB Resolution No. 15-2021).

Technical Documents

2. 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)*
3. 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)*.
4. Original copy of Bid Security (**Refer to BDS Clause 14.1**). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration
5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
6. Signed Conforme on Terms of Reference.
7. Affidavit of Site Inspection [use of Form no. DOBA-PCMC-SIF22 is required]
8. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. *(Use of the Form provided is required)*

Financial Documents

8. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) 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

9. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*Use of Form No. DOBA-PCMC-JVF6 is required*).

OR

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

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

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

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

Note: Bidder shall return to PCMC the issued **USB Flash Drive** containing the **FOLLOWING:**

- a. Soft copy of their accomplished **Price Schedule** (in **EXCEL format**)
- b. **SCANNED copy** (in **PDF Format**) of **ALL** the required documents under Section VIII. Checklist of Technical and Financial Documents

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

Company's Official Email Address
(where notices will be sent)

Company's Official Contact No.



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SECTION VII

Term of Reference

**Supply and Delivery of One (1) Lot
Preventive Maintenance for Oxygen
Generating Plant (Parts and Labor) for One
(1) Year**

IB-2022-078

**SERVICELEVEL AGREEMENT
PHILIPPINE CHILDREN MEDICAL CENTER**

Prepared by:

HEAD OF OXYGEN GENERATOR PLANT

**OXYGEN GENERATOR PLANT
TERMS OF REFERENCE**

Article 1: The Project

The project is the Service Maintenance Agreement Program of one complete OXYGEN GENERATOR PLANT, to ensure an efficient, safe, reliable and continuous supply of medical-grade oxygen gas to the hospital for patient use.

The contractor shall guarantee that the Oxygen Generator Facility of PCMC is maintained, tested and inspected at all times.

“One Year Operation and Maintenance Agreement for **OXYGEN GENERATOR PLANT** with model NOXERIOR OXYSWING Pressure Swing Adsorption””

Article 2: Quality Compliance

The contractor complies with the accredited standards and specifications for Oxygen Generator Plant set by the following regulatory below;

- 2.1 World Health Organization-Technical Specifications for PSA Oxygen Plant
- 2.2 Manufacturer’s Recommendation and Specifications

Article 3: The Contractor shall;

- 3.1 Only provide authorized Service Engineers and Application Specialists with certified set of skills and technical training on the above-mentioned equipment
- 3.2 Submit certificate of training of the qualified personnel/s to hospital prior to implementation of service agreement
- 3.3 Submit to hospital list of essential special tools, meters, analysers, measuring devices, simulators, and testing device with valid certificate of calibration prior to implementation of service agreement
- 3.4 Provide operation and maintenance training to OGP staff especially for newly hired personnel regarding the theory of operation, safety, maintenance services and emergency plan during disaster
- 3.5 Provide the hospital with documented technical report for all scheduled and unscheduled maintenance activities in the plant. Shall immediately inform the hospital for deviations and potential hazard caused by the plant

Whereas shall include but not limited to the following;

- 3.5.1 Preventive Maintenance Report- Quarterly
 - 3.5.1.1 Qualitative Test Result
 - 3.5.1.2 Quantitative Test Result
- 3.5.2 Corrective (Repair) Maintenance Report- Every Visit
 - 3.5.2.1 Identify of Problem
 - 3.5.1.2 Root Cause Analysis, Action Taken and Recommendation
 - 3.5.1.2 Risk Assessment
- 3.5.3 Certificate of Calibration for Medical Equipment
 - 3.5.3.1 Calibration Report and Test Result- validity of one (1)-year
 - 3.5.3.2 Shall mention date of calibration and next calibration due date
- 3.6 Shall establish an annual schedule for the regular maintenance
 - 3.6.1 One (1) Year PPM Services – Quarterly Visit
 - 3.6.1.1 June 2022
 - 3.6.1.2 September 2022

**SERVICELEVEL AGREEMENT
PHILIPPINE CHILDREN MEDICAL CENTER**

Prepared by:

HEAD OF OXYGEN GENERATOR PLANT

3.6.1.3 December 2022

3.6.1.4 March 2023

3.6.2 One (1) Year Corrective/ Repair Services – Unlimited Service Call

3.6.2.1 Business Operating Hours 24/7

3.6.2.2 Availability during office hours, weekends and holidays

3.6.2.3 Phone assistance thru phone or email- responds within 1 hour

3.6.2.5 On-site service visit respond time shall be within 4 hours

3.7 Shall perform quarterly preventive maintenance services based on the schedule. No payment shall be processed for quarter period without the regular PM services; contractor shall guarantee that PM services per quarter are complied

3.8 Shall maintain a performance evaluation of **Satisfactory Rating** every quarter in reference to deliverables of this agreement. The hospital may issue a termination of contract to the contractor if the rating falls below satisfactory level for two (2) consecutive quarter.

3.9 Shall provide all original consumables parts needed for the preventive maintenance service.

Article 4: Standard maintenance and calibration of OGP as mentioned below;

4.1 Replacement of Parts and Consumables

Maintenance Schedule specified by the manufacturer (Noxerion)

Pos.	Description	Working Hours							
		1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
1	Leakage test	x	x	x	x	x	x	x	x
2	Inspection of oxygen analyser / flow meter / other instrumentation	x	x	x	x	x	x	x	x
3	Inspection of feed air filters	x		x		x		x	
4	Replacement of feed air filter cartridges			x			x		
5	Inspection of pneumatic valves	x	x	x	x	x	x	x	x
6	Inspection of solenoid valves	x	x	x	x	x	x	x	x
7	Replacement of solenoid valves								x
8	Replacement of pneumatic valves								x
9	Replacement of RC filters								x
10	Inspection of electrical control box	x	x	x	x	x	x	x	x
11	Inspection / replacement of pressure relief valve								x
12	Verification of mechanical parts / nuts tightening		x		x		x		x
13	Inspection / Maintenance of Air Compressor	according to instructions of the manufacturer							
14	Inspection / Maintenance of Air Dryer	according to instructions of the manufacturer							

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PHILIPPINE CHILDREN MEDICAL CENTER**

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HEAD OF OXYGEN GENERATOR PLANT

**OXYGEN GENERATOR PLANT
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PHILIPPINE CHILDREN MEDICAL CENTER**

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O2 Pressure (bar)	Product Tank 2	Min 6	6.5
Running Hours (hrs)	Oxyswing	N/A	Every 1000Hrs
Dew Point (C)	Oxyswing	<10	3
O2 (%)	Remote Gas Monitor	91-96	93
CO2 (%)	Remote Gas Monitor	<2	1
Particle (ppm)	Remote Gas Monitor	<10	5

Article 4: Contract cost and Mode of Payment

- 4.1 Quarterly Billing only for Twelve (12) Months, Contractor to submit billing documents every 1st week of the 1st quarter

Article 5 Contract Duration

- 5.1 This contract agreement shall be in effect for period of one year commencing on April 01, 2022 until March 31, 2023, scheduled 4x visit/year.
- 5.2 PCMC reserves the right to terminate this contract agreement if the services indicated in the contract rendered by Contractor technically do not conform to the services indicated in the contract within 30 days notice.

Article 6: Other Conditions

- 6.1 Contractor shall be responsible for the credentials and conduct of all its personnel during the performance of work covered by this agreement.
- 6.2 Contractor shall be responsible for maintaining the orderliness and cleanliness of their work area. Contractor shall be responsible for limiting the inconvenience that their activity will cause discomfort to the patients and visitors of PCMC.
- 6.3 PCMC shall allow any duly authorized Contractor's representative free and unhampered access to the equipment and enable them to render the preventive maintenance services, subject to PCMC's right to refuse access for security and other valid reasons.
- 6.4 PCMC shall provide Contractor free use of space and needed utilities (e.g. power, water and gases) for maintenance of the equipment.
- 6.5 Contractor shall have the entire control and supervision over the work and services herein agreed upon, and PCMC shall in no matter be answerable or accountable for any accident or potential injuries of any kind which may occur to any employee of Contractor during the effective period of this agreement, nor to injuries, loss or damages arising from the negligence or carelessness of Contractor or any one in its employee to any person or persons or to his or their property, and Contractor hereby assumes all liability for and on account of any such injury, loss or damage and shall save the PCMC harmless and free from liabilities or obligations there from.

CONFORME:

Name of Company

Company's Official Contact Number

Authorized Signatory
Signature over printed name

Company's Official Email Address
(Where notices will be sent)