



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: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION I

Invitation to Bid

Supply and Delivery of Two (2) Units BIOLOGICAL REFRIGERATOR

IB No. IB-2019-105



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
IB 2019-105

The **Philippine Children's Medical Center**, through **PCMC Corporate Fund for CY 2018** intends to apply the sum of **One Million Two Hundred Thousand Pesos (Php1,200,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the following project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

| Qty | Unit | Item Description | ABC per unit (Php) | Total ABC (Php) | Cost of Complete Set of Bidding Documents (Php) |
|-----|------|-------------------------|--------------------|-----------------|---|
| 2 | unit | Biological Refrigerator | 600,000.00 | 1,200,000.00 | 5,000.00 |

The PCMC, through its Bids and Awards Committee, now invites bids for the above-mentioned project. Delivery of the Project is required per Section VI – Schedule of Requirements. Bidders should have completed similar project as specified in **ITB** Clauses 5.4 and 12.1. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

SCHEDULE OF ACTIVITIES

1. Availability of Bidding Documents (start) : June 11, 2019
2. Pre-bid Conference : June 19, 2019
10:00 A.M., Audio-Visual Room
3. Submission of Eligibility, Technical and Financial Requirements : On or before July 2, 2019
9:30A.M., Guard-on-Duty, Executive Offices
4. Opening of Bids : July 2, 2019
10:00A.M., Audio-Visual Room

The Philippine Children's Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

Interested bidders may obtain further information and inspect the bidding documents at PCMC-BAC Secretariat Office with Tel. No. **924-0870** or **588-9900** local **361** from **8:00 am to 5:00 pm**.


SHEILA ANN D. MASANGKAY, MD, MHSA
Chairperson, BAC

PhilHealth Accredited





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SECTION III

Bid Data Sheet

Supply and Delivery of Two (2) Units BIOLOGICAL REFRIGERATOR

IB No. IB-2019-105

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1.1 | The Procuring Entity is <i>PHILIPPINE CHILDREN'S MEDICAL CENTER (PCMC)</i> |
| 1.2 | The name of the contract is: <i>Supply and Delivery Two (2) units Biological Refrigerator</i> The Identification number of the contract is: <i>Invitation to Bid Nos. IB 2019-105</i> The lot(s) and reference is/are: <i>Supply and Delivery Two (2) units Biological Refrigerator</i> |
| 2. | The Funding Source is: The Government of the Philippines (GOP) through <i>GAA/COB CY 2018</i> in the amount of <i>One Million Two Hundred Thousand Pesos (Php1,200,000.00)</i> The name of the Project is: <i>Supply and Delivery Two (2) units Biological Refrigerator</i> The Philippine Children's Medical Center reserves the right to reject bids, declare failure of bidding or not to award the contract without incurring any liability in accordance to Section 41 of the RA 9184 and its IRR. <i>(e.g. if the funds/allotments for the said project have been withheld or reduced through no fault of its own)</i> |
| 3.1 | No further instructions. |
| 5.1 | No further instructions. |
| 5.2 | Foreign bidders may participate in this Project in view of the following circumstance(s): (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate; (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines; (c) When the Goods sought to be procured are not available from local suppliers; or (d) When there is a need to prevent situations that defeat competition or restrain trade. |
| 5.4 | For the procurement of Non-expendable Supplies and Services: The Bidder must have completed, within the period specified in ITB Clause 12.1.a.iii, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, Similar contract shall refer to various laboratory / hospital / medical / radiological / dental equipment. |
| 7 | No further instructions. |
| 8.1 | Subcontracting is not allowed. |
| 8.2 | Not applicable |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on: <i>Refer to Invitation to Bid/Bid Bulletin</i> |

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| <p>10.1</p> | <p>Requests for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity’s address is: Quezon Avenue corner Agham Road, Quezon City</p> <p>BAC Secretariat 924-0870 or 588-9900 local 361</p> <p>The Supplier’s address for Notices is:</p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>Name of Contract</i></p> <p>_____</p> <p><i>Fax and Telephone Number</i></p> <p>_____</p> <p><i>E-mail Address</i></p> |
| <p>12.1 (a)</p> | <p>The Bidder shall submit the following <u>ELIGIBILITY AND TECHNICAL DOCUMENTS ARRANGED, NUMBERED AND TABBED</u> as enumerated below:</p> <p>(a) Eligibility Documents</p> <p><u>Class "A" Documents</u></p> <ol style="list-style-type: none"> 1. Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives. 2. 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. <p>In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.</p> <ol style="list-style-type: none"> 3. Valid Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR. <p>Note:</p> <ol style="list-style-type: none"> a. <i>Bidders may still submit the Class “A” Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR; or</i> b. <i>If already registered in the PhilGEPS under Platinum category, the Certificate of Registration and Membership and its Annex A in lieu of the uploaded file of Class “A” Eligibility Documents; or</i> c. <i>A combination thereof in case any of the earlier uploaded Class “A” Eligibility Documents has been expired.</i> |

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| | <p><i>In the event the bidder opted to submit only the Class "A" Eligibility 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)</i></p> <ol style="list-style-type: none"> 4. 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. <i>(Use of Form No. DOBA-PCMC-SCF3b is required)</i> 5. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Refer to ITB Clause 5.4) <u>within two (2) years</u> prior to bid opening <i>(use of Form No. DOBA-PCMC-SCF3a is required).</i> 6. 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. 7. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) that must be at least equal to the ABC to be bid <i>(Use of Form No. DOBA-PCMC-NFF4 is required);</i> <p>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.</p> |
| 12.1 (a) | <p>Class "B" Documents</p> <ol style="list-style-type: none"> 8. 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. <i>(Use of Form No. DOBA-PCMC-JVF6 is required).</i> <p>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.</p> <p>(b) Technical Documents</p> <ol style="list-style-type: none"> 9. Bid Security in the prescribed form, amount and validity period 10. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI 11. Duly accomplished and signed Technical Specification using the form as provided for in Section VII and soft copy in excel format in CD/RW containing the exact copy. 12. 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; 13. 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 |

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| | <p>and submit supporting documents)</p> <p>14. Certification of Availability of demo unit (<i>use of Form No. DOBA-PCMC-DUF11 is required</i>).</p> <p>15. Omnibus Sworn Statement (<i>Use of the Form provided is required</i>)</p> <p>16. 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> <p>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.</p> |
| 12.1 (a) (ii) | The bidder’s SLCC similar to the contract to be bid should have been completed within Two (2) years prior to the submission and receipt of bids. |
| 13.1 (b) | No further instructions. |
| 13.1 (c) | <p>The <u>FINANCIAL COMPONENT</u> (ARRANGED, NUMBERED AND TABBED) of the bid shall contain the following:</p> <ol style="list-style-type: none"> 1. Duly accomplished and signed Bid Form 2. Duly accomplished and signed Price schedule 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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; |

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| | <ul style="list-style-type: none"> 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. <ul style="list-style-type: none"> 6. Brochures/sales literature reflecting the technical specifications. 7. The Recurring and Maintenance Costs (<i>use of Form DOBA – PCMC – RMF8 is required</i>) 8. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [<i>use of Form DOBA – PCMC – LCF9 is required</i>] 9. Duly Notarized Certificate of Undertaking 10. Signed Conforme on Bid Data Sheet 11. Signed Conforme on Special Conditions of the Contract. |
| 13.2 | The ABC is One Million Two Hundred Thousand Pesos (Php 1,200,000.00). Any bid with a financial component exceeding this amount shall not be accepted. |
| 15.4 (a) (iv) | No incidental services required |
| 15.4 (b) (i) | i. Not applicable |
| 15.4 (b) (ii) | ii. Not applicable |
| 16.1 (b) | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos. |
| 16.3 | Not applicable |
| 17.1 | Bids will be valid until <i>One Hundred Twenty (120) calendar days</i> from the submission and opening of bids |
| 18.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> 1. The amount of not less than <u>two percent (2%) of the ABC of the item(s) joined</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 of the item(s) joined</u>, if bid security is in Surety Bond. <p>REFUND & FORFEITURE OF BID SECURITY :</p> <ul style="list-style-type: none"> 1. Bid Securities can be refunded only after the winning bidder has signed the contract and /or paid the Performance Security. 2. In case of forfeiture of bid security posted other than cash for reasons cited on RA 9184, PCMC has the option to deduct such amount to any outstanding claims/receivables due to the bidder/supplier. |
| 18.2 | The bid security shall be valid until <i>One Hundred Twenty (120) calendar days from opening of bids.</i> |

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| 20.3 | <p>Use of indelible ink <u>color blue</u> shall be used by the authorized signatory in signing the required forms.</p> <p>The First (1st) Envelope, shall contain the following:</p> <ul style="list-style-type: none"> ➤ <u>Eligibility Components</u> accomplished in two (2) sets, each set filed in a folder ➤ <u>Technical Components</u> accomplished in two (2) sets, each set filed in a folder <p>The Second (2nd) Envelope shall contain the <u>Financial Component</u> accomplished in four (4) sets, each set filed in a folder.</p> <p>All copies should be certified as true copy</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">COLOR CODING OF FOLDERS/ENVELOPES</td> <td style="text-align: center;">BLUE</td> </tr> </table> <p>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</p> <p>IDENTIFY THE ENVELOPES: as: > Eligibility/Technical Requirements (original and copy 1) > Financial Component Requirement (original, copy 1, copy 2 and copy 3)</p> | COLOR CODING OF FOLDERS/ENVELOPES | BLUE |
| COLOR CODING OF FOLDERS/ENVELOPES | BLUE | | |
| 21 | <p>The address for submission of bids is</p> <p>Guard On-Duty Executive Offices 2nd Floor, Philippine Children’s Medical Center Quezon Avenue corner Agham Road, Quezon City</p> <p>The deadline for submission of bids is : <i>Refer to Invitation to Bid/ Bid Bulletin</i></p> | | |
| 24.1 | <p>The place of bid opening: <i>Refer to Invitation to Bid/ Bid Bulletin</i></p> <p>The date and time of bid opening: <i>Refer to Invitation to Bid/ Bid Bulletin</i></p> | | |
| 24.2 | No further instructions. | | |
| 24.3 | No further instructions. | | |
| 27.1 | No further instructions. | | |
| 28.3 (a) | <p>Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> | | |
| 28.4 | No further instructions. | | |
| 29.2 | <p>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> 1. Valid and current Certificate of PhilGEPS Registration 2. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months | | |

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| 29.2 | 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. |
| 32.4 (f) | No additional requirement |
| 33.1 | To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of five (5) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract. |

CONFORME:

 Authorized Signatory
 Signature over printed name

 Name of Company/Firm



Republic of the Philippines
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee

Quezon Avenue, Quezon City 1100

924-6601 to 25 Website: www.pcmc.gov.ph email: hiss@pcmc.gov.ph

SECTION V

Special Conditions of Contract

Supply and Delivery of Two (2) Units BIOLOGICAL REFRIGERATOR

IB No. IB-2019-105

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1.1(g) | The Procuring Entity is <i>Philippine Children’s Medical Center</i> |
| 1.1(i) | The Supplier is _____ <i>[to be inserted at the time of contract award].</i> |
| 1.1(j) | The Funding Source is: The Government of the Philippines (GOP) through <i>COB CY 2018</i> in the amount of <i>One Million Two Hundred Thousand Pesos (Php 1,200,000.00)</i> |
| 1.1(k) | The Project Site is <i>Philippine Children’s Medical Center</i> |
| 5.1 | <p>The Procuring Entity’s address for Notices is:</p> <p><i>Quezon Avenue corner Agham Road, Quezon City</i></p> <p><i>SHEILA ANN D. MASANGKAY, MD Chairperson, BAC 924-0870 or 588-9900 local 361.</i></p> <p>The Supplier’s address for Notices is:</p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>name of contact</i></p> <p>_____</p> <p><i>fax and telephone number</i></p> <p>_____</p> <p><i>e-mail address</i></p> |

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| 6.2 | <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. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> |
| 6.2 | <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) Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment; (ii) Original copy of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (iii) 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 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 (ix) Original Copy of Certification as locally manufactured <p><i>For Goods supplied from abroad:</i></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:

- (i) Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment;
- (ii) Original copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (iii) Original copy of the Manufacturer's and/or Supplier's warranty certificate on parts and services, including accessories starting from final acceptance;
- (iv) Duly notarized Certificates from the Principal Manufacturer authenticated by the Philippine Consulate in the country of origin:
 - 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;
 - The expected useful life of the equipment under normal use (indicate normal capacity, i.e. number of patients, operating hours, other considerations);
 - Guarantee on availability of all spare parts, accessories and consumables at least for the next five (5) years from testing, commissioning, acceptance and delivery;
 - That it has competence in handling and providing technical support as well as maintenance of the equipment being offered; and
 - 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.
- (v) Original copy of Certification of Availability of Replacement/ Back-up unit while the provided unit/s is/are being repaired.
- (vi) Original copy of Certificate of Calibration, Testing and Adjustment
- (vii) Original copy of certificate of preventive maintenance during the warranty period.
- (viii) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment.
- (ix) 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

- (x) 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:

- (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.

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:

- (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 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 spares for the Goods for a period of at least 5 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case seven (7) working days of placing the order subject to availability of stocks.

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.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

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

| | |
|---------|--|
| | <p>place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent 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> |
| 10.4 | Payment shall be made in <i>Philippine Pesos</i> . |
| 10.5 | Payment using Letter of Credit (LC) is not allowed |
| 11.3 | The terms of payment shall be as follows : Thirty to Forty-Five (30 – 45) calendar days from submission of documentary requirements |
| 13.4(c) | No further instructions |
| 16.1 | <p>The inspections and tests that will be conducted are:</p> <p>1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</p> |
| 17.3 | The obligation for the warranty shall be covered by retention money in an amount equivalent to at least five percent (5%) of the Contract Price deductible to final payment. |

| | |
|------|--|
| | 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. |
| 17.4 | The period for correction of defects in the warranty period is within seven (7) working days. |
| 21.1 | No additional provision. |

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: bac@pcmc.gov.ph
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION VI

Schedule of Requirements

Supply and Delivery of Two (2) Units BIOLOGICAL REFRIGERATOR

IB No. IB-2019-105

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

| Qty | Unit | Item Description | ABC | Delivery Site | PCMC Requirement DELIVERY PERIOD | Bidder's DELIVERY SCHEDULE (specify number of calendar days) |
|-----|------|-------------------------|--------------|--|---|--|
| 2 | unit | Biological Refrigerator | 1,200,000.00 | Property & Supply Section, G/F PCMC, Quezon Avenue, cor . Agham Road Quezon City | Thirty to Forty-Five (30 to 45) 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 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

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE

TELEPHONE / FAX

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

| PCMC's REQUIREMENT | | BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS | |
|--------------------|-------------|--|--|
| QTY | UNIT | | |
| 2 | unit | Biological Refrigerator | |
| | | A. Specifications: | |
| | | 1 Capacity : 1,300 litres or higher | |
| | | 2 Temperature range : +2°C to +8°C | |
| | | 3 Temperature Chart Recorder | |
| | | 4 Microprocessor Control panel & Temperature digital display | |
| | | 5 Alarm system : Audible buzzing alarm & visible flashing alarm, high/ low temperature alarm, sensor malfunction alarm, door ajar alarm, power failure alarm | |
| | | 6 Door : 2-door, double pane glass, self-closing, safety lock, with door handle | |
| | | 7 Shelves : 10 shelves, multilevel adjustable shelves, with load cap of 40kg per shelf | |
| | | 8 Heavy Duty compressor, HFC refrigerant/ CFC Free | |
| | | 9 Caster wheel w/ lock | |
| | | 10 with LED light | |
| | | 11 AVR : 3000VA | |
| | | 12 The unit will be operated at 230 volts, strictly at 60 hertz | |
| | | 13 No separate voltage conversion | |
| | | 14 Power consumption must be clearly stipulated | |
| | | 15 Mechanical part should be of heavy-duty type | |
| | | 16 Equipment should be maintainable | |
| | | Other Specifications: (please indicate if applicable) | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| BRAND: | | | |

| PCMC's REQUIREMENT | | BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS |
|--------------------|------|---|
| QTY | UNIT | Item Description |
| | | MAKE/MODEL: |
| | | B. Accessories per unit |
| | 1 | Automatic Voltage Regulator of 3KVA |
| | | C. Warranty: |
| | ➤ | With at least five (5) years warranty on compressor and three (3) on parts and services |
| | ➤ | Quarterly preventive maintenance & calibration during the warranty 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.

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME

TELEPHONE / FAX NO.



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
IB 2019-105

The **Philippine Children's Medical Center**, through **PCMC Corporate Fund for CY 2018** intends to apply the sum of **One Million Two Hundred Thousand Pesos (Php1,200,000.00)** being the Approved Budget for the Contract (ABC) to payment under the contract for the following project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

| Qty | Unit | Item Description | ABC per unit (Php) | Total ABC (Php) | Cost of Complete Set of Bidding Documents (Php) |
|-----|------|-------------------------|--------------------|-----------------|---|
| 2 | unit | Biological Refrigerator | 600,000.00 | 1,200,000.00 | 5,000.00 |

The PCMC, through its Bids and Awards Committee, now invites bids for the above-mentioned project. Delivery of the Project is required per Section VI – Schedule of Requirements. Bidders should have completed similar project as specified in **ITB** Clauses 5.4 and 12.1. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

SCHEDULE OF ACTIVITIES

1. Availability of Bidding Documents (start) : June 11, 2019
2. Pre-bid Conference : June 19, 2019
10:00 A.M., Audio-Visual Room
3. Submission of Eligibility, Technical and Financial Requirements : On or before July 2, 2019
9:30A.M., ~~Guard-on-Duty~~ Executive Offices
4. Opening of Bids : July 2, 2019
10:00A.M., Audio-Visual Room

The Philippine Children's Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

Interested bidders may obtain further information and inspect the bidding documents at PCMC-BAC Secretariat Office with Tel. No. **924-0870** or **588-9900** local 361 from **8:00 am to 5:00 pm**.


SHEILA ANN D. MASANGKAY, MD, MHSA
Chairperson, BAC

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PRICE SCHEDULE

| PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER | | | | | | NAME OF BIDDER : | | | |
|--|---|---------------------------------------|----------------------|--------------|--|--|---|--|---|
| INVITATION TO BID NO. : IB-2019-105 | | | | | | | | | |
| 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 unit | SUPPLY AND DELIVERY OF BIOLOGICAL REFRIGERATOR ABC = Php 1,200,000.00 (Php 600,000.00/ unit) | | | | | | | | |
| <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 | | | |