



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 II

Instructions to Bidders

Supply and Delivery of Supplies/Reagents/Consumables thru Reagent Tie-ups / Machine Placement Agreements for Three (3) Years

IB-2022-003 to IB-2022-022

1. Scope of Bid

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

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (for the 1 st year)
<i>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</i>		
IB-2022-003	Apheresis kits with anticoagulant	1,254,400.00
IB-2022-004	Blood bag, quintuple with filter	8,100,000.00
IB-2022-005	Hemoglobin Screening for blood donors	867,000.00
IB-2022-006	Sterile Connecting Device	533,610.00
<i>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years of the following:</i>		
IB-2022-007	Automated Immunohaematology Analyzer	6,308,698.00
IB-2022-008	Automated Immunology Analyzers for Transfusion-Transmissible Infection (TTIs)	7,422,812.00
IB-2022-009	Blood Gas Analyzer	2,932,672.00
IB-2022-010	Automated Clinical Chemistry Analyzer	7,032,210.00
IB-2022-011	Coagulation Machine	2,814,725.00
IB-2022-012	Flow Cytometry Machine	7,160,546.82
IB-2022-013	Automated Blood and other Sterile Body Fluid Culture Machine	1,192,250.00
IB-2022-014	Automated Hematology Analyzer	5,457,924.00
IB-2022-015	Automated Identification and Susceptibility for Multi-Drug Organism Test Machine	793,506.00
IB-2022-016	Automated Identification and Susceptibility for Microorganism Test Machine	2,113,317.00
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IB-2022-019	Immunoanalyzer for Procalcitonin	3,152,890.71
IB-2022-020	Automated Urine Microscopic and Urine Chemistry Analyzer	1,627,387.20
IB-2022-021	Immunology Analyzer for Dengue Antigen and HBsAg Confirmatory Testing	1,597,000.00
IB-2022-022	Automated Analyzer for Methotrexate determination	3,453,071.52

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 **GAA CY 2022 in the amount of Sixty-Nine Million Six Hundred Fourteen Thousand Nine Hundred Ninety-Five Pesos and 25/100 (Php 69,614,995.25)**.

2.2. The source of funding is:
a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the item/s joined
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on **October 27, 2021 at 10:00A.M.** through video conferencing via google meet which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the past two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 Component** 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	YELLOW
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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 copy and copy 1)
- > Financial Component Requirement (original, copy 1 and 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 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 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 Supplies/Reagents/Consumables thru Reagent Tie- ups / Machine Placement Agreements for Three (3) Years

IB-2022-003 to IB-2022-022

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 of <i>Various Medical and Laboratory Supplies</i>. b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids. 																																																																					
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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 two percent (2%) of the ABC of the item(s) joined, 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 five percent (5%) of the ABC of the item(s) joined, if bid security is in Surety Bond. 																																																																					
19.3	<p>Supply and Delivery of the following:</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 (for the 1st year)</th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</i></td> </tr> <tr> <td>IB-2022-003</td> <td>Apheresis kits with anticoagulant</td> <td style="text-align: right;">1,254,400.00</td> </tr> <tr> <td>IB-2022-004</td> <td>Blood bag, quintuple with filter</td> <td style="text-align: right;">8,100,000.00</td> </tr> <tr> <td>IB-2022-005</td> <td>Hemoglobin Screening for blood donors</td> <td style="text-align: right;">867,000.00</td> </tr> <tr> <td>IB-2022-006</td> <td>Sterile Connecting Device</td> <td style="text-align: right;">533,610.00</td> </tr> <tr> <td 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20.2	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:																																																																					

	<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. Valid and current Certificate of PhilGEPS Registration. 3. 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. 4. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA). 5. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred. 6. Consumer guidelines regarding disposal of the supplies (<i>Information about how and where the used/decommissioned products/ packaging/parts can be returned for recycling and/or disposal e.g. buy-back program</i>) 7. 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> <p>Note: Requirement Nos. 3 to 6 for items JOINED must be accomplished and submitted using the Summary Sheet to be provided by PCMC.</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.



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

Bidding Forms

Supply and Delivery of Supplies/Reagents/Consumables thru Reagent Tie-ups / Machine Placement Agreements for Three (3) Years

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TECHNICAL COMPONENT

1. Statement of On-going Government and Private Contracts including
Contracts Awarded but not yet started.....DOBA-PCMC-SCF3b
2. Statement of Single Largest Completed Government and Private
Contracts.....DOBA-PCMC-SCF3a
3. Bid Securing Declaration.....DOBA-PCMC-BDF5
4. Omnibus Sworn Statement.....
5. Net Financial Contracting Capacity (NFCC).....DOBA-PCMC-NFF4
6. Joint Venture Agreement Form.....DOBA-PCMC-JV6

FINANCIAL COMPONENT

1. Bid Form
2. Certification for Assurance of Stocks AvailabilityDOBA-PCMC-CAF10
3. Return PolicyDOBA-PCMC-CRF34

OTHERS

1. Contract Agreement Form
2. Performance Securing Declaration

INSTRUCTIONS:

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

Quezon Avenue, Quezon City

STATEMENT OF SINGLE LARGEST COMPLETED GOVERNMENT AND PRIVATE CONTRACTS

Name of Bidder: _____

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

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

Submitted by:

Signature over Printed Name of Authorized Representative

Date _____

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

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

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

Name of Bidder: _____

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

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

Submitted by:

Signature over Printed Name of Authorized Representative

Date _____

DOBA-PCMC-SCF3b

150813 Rev 0

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

Name of Project: _____

Name of Bidder: _____

NET FINANCIAL CONTRACTING CAPACITY (NFCC) - Goods

CURRENT ASSETS	P
less: CURRENT LIABILITIES	_____
NET CURRENT ASSETS	P
multiply by (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 ____.

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: _____

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

**CERTIFICATE
(Assurance of Stocks Availability)**

This is to certify that _____
[Name of Company]

ensures availability of stocks _____
[Category/Specific Item]

being bided under Invitation to Bid No. _____.

Signature Over Printed Name (Authorized Signatory)

Name of Bidder-Company

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

ACKNOWLEDGEMENT

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

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

Notary Public _____
Until _____
PTR No. _____
Date _____
Place _____
TIN _____

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

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

CERTIFICATE OF RETURN POLICY

This is to certify that _____
[Name of Bidder-Company]
shall accept the return policy conditions stated below for items being bided under
Invitation to Bid No. _____ :

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

Signature Over Printed Name (Authorized Signatory)

Name of Bidder-Company

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

ACKNOWLEDGEMENT

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

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

Notary Public _____
Until _____
PTR No. _____
Date _____
Place _____
TIN _____

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between **PHILIPPINE CHILDREN’S MEDICAL CENTER** of the Philippines (hereinafter called “the Entity”) of the

one part and _____

[name of Supplier]

of _____

[city and country of Supplier]

(hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs); i. Schedule of Requirements; ii. Technical Specifications; iii. General and Special Conditions of Contract; and iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

or such other sums as may be ascertained, _____
[Name 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]



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 V

Special Conditions of Contract

Supply and Delivery of Supplies/Reagents/Consumables thru Reagent Tie-ups / Machine Placement Agreements for Three (3) Years

IB-2022-003 to IB-2022-022

Special Conditions of Contract

GCC Clause	
1	<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 and four copies of the Supplier’s invoice/delivery receipt showing Goods’ description, quantity, unit price, and total amount; (ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <ol style="list-style-type: none"> 1. The Supplier shall have an established disposal and retrieval program or take back system for their products (items with container): 2. The Supplier shall submit MSDS for a specified product. 3. The product label shall bear the following information: <ol style="list-style-type: none"> a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.) 4. The product shall not contain halogenated plastics and PVCs. 5. The product shall be packed in suitable packaging materials which are reusable and recyclable.
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>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 on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <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>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Winning bidder has to choose the following mode (as checked) as the form of retention money required of under R.A 9184 Sec. 62.1</p> <p style="text-align: center;"> <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

Contact No:

Name of Company/Firm

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

Company’s Official Contact No.



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 VI

Schedule of Requirements

Supply and Delivery of Supplies/Reagents/Consumables thru Reagent Tie-ups / Machine Placement Agreements for Three (3) Years

IB-2022-003 to IB-2022-022

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

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (for the 1 st year)
One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:		
IB-2022-003	Apheresis kits with anticoagulant	1,254,400.00
IB-2022-004	Blood bag, quintuple with filter	8,100,000.00
IB-2022-005	Hemoglobin Screening for blood donors	867,000.00
IB-2022-006	Sterile Connecting Device	533,610.00
One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years of the following:		
IB-2022-007	Automated Immunohaematology Analyzer	6,308,698.00
IB-2022-008	Automated Immunology Analyzers for Transfusion-Transmissible Infection (TTIs)	7,422,812.00
IB-2022-009	Blood Gas Analyzer	2,932,672.00
IB-2022-010	Automated Clinical Chemistry Analyzer	7,032,210.00
IB-2022-011	Coagulation Machine	2,814,725.00
IB-2022-012	Flow Cytometry Machine	7,160,546.82
IB-2022-013	Automated Blood and other Sterile Body Fluid Culture Machine	1,192,250.00
IB-2022-014	Automated Hematology Analyzer	5,457,924.00
IB-2022-015	Automated Identification and Susceptibility for Multi-Drug Organism Test Machine	793,506.00
IB-2022-016	Automated Identification and Susceptibility for Microorganism Test Machine	2,113,317.00
IB-2022-017	Automated Immunohistochemical Antibody Staining Analyzer	2,800,000.00
IB-2022-018	Immunology Analyzer for Hepatitis B profile, Thyroid profile, Anti-HAV IgM, CMV IgM, Toxoplasma IgM, Rubella IgM, AFP, B-HCG, Serum Ferritin, Cortisol, Intact PTH and Total Vitamin D Assays	3,000,975.00
IB-2022-019	Immunoanalyzer for Procalcitonin	3,152,890.71
IB-2022-020	Automated Urine Microscopic and Urine Chemistry Analyzer	1,627,387.20
IB-2022-021	Immunology Analyzer for Dengue Antigen and HBsAg Confirmatory Testing	1,597,000.00
IB-2022-022	Automated Analyzer for Methotrexate determination	3,453,071.52

Delivery Site	PCMC Requirement DELIVERY PERIOD
Materials Management Division, G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Within seven (7) working days from receipt of DELIVERY ORDER SLIP

DELIVERY AND ACCEPTANCE

- Staggered delivery and staggered payment
- Supplies to be delivered should have an expiration at least one (1) year and longer or as expressed/required by the end-user.
- The Supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.
- The supplier should deliver the goods called for in the Purchase Order (PO) within seven (7) working days or as stated on Delivery Period upon receipt of approved Delivery Order Slip, faxed or personally received during office hours at the Materials Management Division (MMD).
- All goods delivered pursuant to the Purchase Order (PO) with Delivery Order Slip shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

CONFORME:

Authorized Signatory (Signature over printed name)

Contact No:

Name of Company/Firm

Company's Official Email Address

Company's Official Contact No.

(where notices will be sent)



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 VIII

Checklist of Technical and Financial Documents

*Supply and Delivery of
Supplies/Reagents/Consumables thru Reagent
Tie-ups / Machine Placement Agreements for
Three (3) Years*

IB-2022-003 to IB-2022-022

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
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 – Materials Management Division (MMD) 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.

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

Financial Documents

1. The prospective bidder's Audited Financial Statements, showing, among others, the prospective bidder's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of submission.
2. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) that must be at least equal to the ABC to be bid (*Use of Form No. DOBA-PCMC-NFF4 is required*);

OR,

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

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Note: Bidder shall return to PCMC the issued USB Flash Drive containing the soft copy of their accomplished TECHNICAL SPECIFICATIONS AND PRICE SCHEDULE (in EXCEL FORMAT)

3. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent)
4. Duly notarized Certificate from Principal Manufacturer/ Distributor that the machine being offered has been/ currently installed to at least one (1) tertiary hospital in Metro Manila (attach supporting documents)

5. Section II. Instructions to Bidders with signature (conforme) on all pages
6. Section III. Bid Data Sheet with signature (conforme) on all pages
7. Section IV. General Conditions of the Contract with signature (conforme) on all pages
8. Section V. Special Conditions of the Contract with signature (conforme) on all pages
9. Signed Conforme on the Terms of Reference, if applicable
10. Certification for Assurance of Stocks Availability [*use of Form No. DOBA-PCMC-CAF10 is required*]
11. Return Policy [*use of Form No. DOBA – PCMC – CRF34 is required*]
12. Brochure for the machine to be provided under the agreement

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

Technical Specifications

PURCHASE OF REAGENTS UNDER MACHINE PLACEMENT AGREEMENT FOR TWO (2) YEARS

IB Nos. IB-2020-014 to IB-2020-016

PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

Invitation to Bid No. IB-2022-003

Instruction: Accomplish this form by presenting a clear statement of your offer. It should be specific, precise and complete which demonstrates how your statement complies with the required specifications. Please do not write "comply" of the page numbers of the brochure/data sheet, etc.

TECHNICAL SPECIFICATIONS

ITEM NO	PCMC's REQUIREMENT			BIDDER'S/OFFER
	QTY	UNIT	Item Description	MACHINE SPECIFICATIONS/COMPLIANCE
			One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years for Apheresis kits with anticoagulant	
	2	unit	Latest model of Continuous-flow Apheresis machines for both therapeutic procedures for pediatric patients and donor platelet collection	
			Specifications:	
			1. Continuous-flow machines that can be interchangeably perform all the following procedures for pediatric patients and platelet blood donors	
			- platelet collection (for donors)	
			- therapeutic procedures(for pediatric patients)	
			• therapeutic plasma exchange (TPE)	
			• WBC depletion	
			• platelet depletion	
			• Stem cell collection	
			• lymphocytes collection	
			Total Number of kits and Anti-coagulant Solution that should be covered by the proposal:	Supplies /Consumables needed to complete the required number of tests (Use Annex "A") <i>(List down per Test and indicate Brand, Packing, Number of test per pack, Specifications, etc.</i>
	45	kit	Apheresis Kit for therapeutic procedures	
	95	kit	Apheresis Kit for donor platelet collection	

Additional Requirements

- Machine to be offered should have passed end-user's evaluation

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.

Invitation to Bid No. IB-2022-003

AUTHORIZED REPRESENTATIVE'S INFOS:

Signature over Printed Name

Designation/Position

COMPANY'S DETAILS:

NAME OF COMPANY

ADDRESS

COMPANY'S OFFICIAL EMAIL ADDRESS

TEL. NO. / FAX NO.

<p>** Use Annex "A" for the detailed offer **</p>					
<p>Additional Requirements</p>					
<ul style="list-style-type: none"> • Conforme to the Terms of Reference. 					
<ul style="list-style-type: none"> • Supplies to be delivered should have expiration of at least one (1) year and longer or as expressed/ required by Pathology. • The price of the bided item(s) shall be valid for three (3) years or within the contract duration • The quantities specified are estimated requirements during the period and may be decreased depending upon the actual need of PCMC. It is understood therefore that PCMC is not bound to order / purchase all the items / quantities called for on this bidding • The supplier should submit Materials Safety Data Sheet upon delivery, if applicable. • 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. 	<p>TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):</p>				
	<p style="text-align: center;">_____ <i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i></p>				

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TERMS OF REFERENCE

1. DESCRIPTION OF THE PROJECT

One (1) Lot Machine Placement Agreement for Three (3) Years on Supply and Delivery of apheresis kits and anticoagulant with Installation, Commissioning and Free use of two (2) latest model of continuous-flow apheresis machines for both therapeutic procedures for pediatric patients and donor platelet collection.

2. OBLIGATIONS OF THE SUPPLIER

2.1 Installation and Commissioning of the Machine and Peripherals

- 2.1.1 Install, test and commission two (2) latest model of continuous-flow apheresis machine for both therapeutic procedures for pediatric patients and donor platelet collection conforming to the required technical specifications including electrical safety of the machine such as uninterruptible compatible power supply at Philippine Children's Medical Center (PCMC) - Pathology Division within the required period.
- 2.1.2 Be responsible for every installation step required to set up the machines including manpower, supplies, and materials for all civil works necessary to complete the installation at its own expense. The PCMC will only provide the tapping points for electricity and waste disposal as needed by the system.
- 2.1.3 Upgrade the software as necessary free of charge within the contract period.
- 2.1.4 Be responsible for any loss or damage to the machine not caused by PCMC's negligence.

2.2 Supply and Delivery of Apheresis kits and anticoagulants

- 2.2.1 Supply and deliver the quadruple blood bags within seven (7) calendar days after receipt of approved Delivery Order Slip (DOS) with a shelf life of at least one (1) year from date of delivery. Quantity may increase or decrease depending on patients' census.
- 2.2.2 Guarantee that the quantity to be provided is sufficient to cover the required number of tests. In case not sufficient, additional quantity shall be provided at no cost to PCMC.

Projected number of tests/assays for 2022:	
Parameters	Number of kits
Apheresis kit for Therapeutic Procedure	45
Apheresis kit for Donor Platelet Collection	95

- 2.2.3 Guarantee that there will be no price adjustment during the duration of the contract.
- 2.2.4 Replace defective product and other consumables including arising from errors or malfunction of the machine and its accessories free of charge within seven (7) calendar days from receipt of notice which may be through email or SMS.
- 2.2.5 Ensure availability of the Apheresis kits and anticoagulants equivalent to three (3)- month inventory stored off-site to be used in conjunction with automated apheresis machines with no minimum quantity per month. Quantity may increase or decrease depending on patient census.
- 2.2.6 Ensure accurate apheresis procedures and products that adhere to currently accepted standards at all times following strict standard operating procedures.

2.3 Warranty/Service and Maintenance

- 2.3.1 Guarantee the serviceable lifespan of the apheresis machines is at least three (3) years after the acceptance test.
- 2.3.2 Bind itself to service and maintain the equipment in good working condition, free of charge, during the duration of the contract. This warranty includes availability of spare parts and quarterly calibration/preventive maintenance with corresponding certificate/service report and sticker.
- 2.3.3 Guarantee that, in the event of machine malfunction, the service response time via phone call is within thirty (30) minutes and the Field Service Engineer renders service promptly within three (3) hours after notification twenty four (24) hours a day seven (7) days a week, including holidays.

2.3.4 Provide back-up unit of the same model within twenty four (24) hours upon receipt of notification in case any of the machine malfunctions for a maximum period of eight (8) hours.

2.4 Training and Technical Service Support

2.4.1 Provide End-user's orientation and training on the proper operation, minor troubleshooting and maintenance of the equipment by the Principal Manufacturer /Distributor's certified trainer within seven (7) days upon installation until the End-users can operate the equipment confidently and shall issue a Certificate of Training to all participants.

2.4.2 Provide training updates and quality assurance-related lectures, training, and workshop to personnel when necessary free of charge.

2.5 Green Procurement

2.5.1 Observe and comply with PCMC's policy on green procurement while contract is enforced.

3. DURATION OF THE CONTRACT

3.1 This Agreement shall be valid for three (3) years or until December 31, 2024 whichever comes earlier.

3.2 Staggered delivery and staggered payment, subject to government accounting and auditing, rules and regulations.

3.3 Both parties shall not assign or transfer any portion of this Agreement nor any item of the machine without prior written consent of the other.

4. OTHER PROVISIONS

4.1 PCMC shall not be liable for any failure to perform under this machine placement agreement due to *force majeure*, strikes (legal or illegal), lockouts, fires, flood or water damage, riots, governmental acts or orders, interruption of transportation, inability to obtain materials upon reasonable prices or terms, or any other cause beyond its control.

4.2 In the event that either party fails to perform under, or commits, or allows to be committed, a breach of any to covenants and conditions of this Agreement and other provisions contained in the bidding documents, the other party shall notify such party in writing of such failure or default . The breaching party shall then have the right to remedy such failure or default within thirty (30) days from receipt of such notice, otherwise, the other party may terminate this Agreement immediately upon notice of its failure to remedy such breach.

4.3 Should the parties be constrained to resort to court action, the losing party shall pay the prevailing party an amount equivalent to twenty percent (20%) of the total amount claimed, and as by way of attorney's fees but not less than Twenty Thousand Pesos (20,000.00). Venue of such shall be laid exclusively in Quezon City, Metro Manila.

CONFORME:

Authorized Signatory
Signature over printed name

Name of Company/Firm