



**Republic of the Philippines**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Bids and Awards Committee**  
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## **SECTION I**

# ***Invitation to Bid***

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

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**IB-2022-003 to IB-2022-022**



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

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## INVITATION TO BID

### SUPPLY AND DELIVERY OF LABORATORY SUPPLIES THRU REAGENT TIE-UPS AND MACHINE PLACEMENT AGREEMENTS FOR CY 2022

1. The **Philippine Children's Medical Center (PCMC)** through the **GAA CY 2022** intends to apply the sum of **Sixty-Nine Million Six Hundred Fourteen Thousand Nine Hundred Ninety-Five Pesos and 25/100 (Php 69,614,995.25)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (for the 1 <sup>st</sup> year)	Cost of Bidding Documents
<b>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</b>			
IB-2022-003	Apheresis kits with anticoagulant	1,254,400.00	5,000.00
IB-2022-004	Blood bag, quintuple with filter	8,100,000.00	10,000.00
IB-2022-005	Hemoglobin Screening for blood donors	867,000.00	1,000.00
IB-2022-006	Sterile Connecting Device	533,610.00	1,000.00
<b>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years of the following:</b>			
IB-2022-007	Automated Immunohaematology Analyzer	6,308,698.00	10,000.00
IB-2022-008	Automated Immunology Analyzers for Transfusion-Transmissible Infection (TTIs)	7,422,812.00	10,000.00
IB-2022-009	Blood Gas Analyzer	2,932,672.00	5,000.00
IB-2022-010	Automated Clinical Chemistry Analyzer	7,032,210.00	10,000.00
IB-2022-011	Coagulation Machine	2,814,725.00	5,000.00
IB-2022-012	Flow Cytometry Machine	7,160,546.82	10,000.00
IB-2022-013	Automated Blood and other Sterile Body Fluid Culture Machine	1,192,250.00	5,000.00
IB-2022-014	Automated Hematology Analyzer	5,457,924.00	10,000.00
IB-2022-015	Automated Identification and Susceptibility for Multi-Drug Organism Test Machine	793,506.00	1,000.00
IB-2022-016	Automated Identification and Susceptibility for Microorganism Test Machine	2,113,317.00	5,000.00
IB-2022-017	Automated Immunohistochemical Antibody Staining Analyzer	2,800,000.00	5,000.00
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	5,000.00
IB-2022-019	Immunoanalyzer for Procalcitonin	3,152,890.71	5,000.00
IB-2022-020	Automated Urine Microscopic and Urine Chemistry Analyzer	1,627,387.20	5,000.00
IB-2022-021	Immunology Analyzer for Dengue Antigen and HBsAg Confirmatory Testing	1,597,000.00	5,000.00
IB-2022-022	Automated Analyzer for Methotrexate determination	3,453,071.52	5,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required as stated in **Section VI Schedule of Requirements**. Bidders should have completed, within the **past two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

**PhilHealth Accredited**



3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders **starting October 15, 2021** upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. 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 (meet.google.com/toz-vres-oao) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **November 8, 2021 8:30 A.M., Guard-on-Duty, 3<sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 8, 2021, 9:00 A.M. 3<sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building**. Bids will be opened in the presence of the Bidders’ representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government’s effort to mitigate, if not contain the transmission of COVID-19, we will **strictly allow only one authorized representative per bidder company** to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC’s safety protocol by wearing face mask and face shield and shall pass the triage areas as required prior entering PCMC Premises.
10. The **Philippine Children’s Medical Center (PCMC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Procurement Division  
3rd Floor, PCMC Main Building  
Quezon Avenue, cor. Agham Road Quezon City  
Trunkline : 8588-9900 local 361 / 355  
Fax Number: 8924-0870  
Email: [pemcbac@gmail.com](mailto:pemcbac@gmail.com)
12. You may visit the following websites:

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

October 14, 2021

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

IB-2022-003 to IB-2021-022

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## SECTION II

# *Instructions to Bidders*

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

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**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 <sup>st</sup> year)
<b><i>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</i></b>		
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IB-2022-004	Blood bag, quintuple with filter	8,100,000.00
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<b><i>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years of the following:</i></b>		
IB-2022-007	Automated Immunohaematology Analyzer	6,308,698.00
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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 Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

**15. Sealing and Marking of Bids**

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

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

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

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

<b>COLOR CODING OF FOLDERS/ENVELOPES</b>	<b>YELLOW</b>
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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***

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**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"> <li>a. Supply and delivery of <i>Various Medical and Laboratory Supplies</i>.</li> <li>b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids.</li> </ol>																																																																					
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19.3	<p><b><i>Supply and Delivery of the following:</i></b></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 1<sup>st</sup> year)</th> </tr> </thead> <tbody> <tr> <td colspan="3"><b><i>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</i></b></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: 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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"> <li>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months</li> <li>2. Valid and current Certificate of PhilGEPS Registration.</li> <li>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.</li> <li>4. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA).</li> <li>5. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred.</li> <li>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>)</li> <li>7. Other appropriate licenses and permits required by law and stated in the Bidding Documents</li> </ol> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p> <p><b>Note: Requirement Nos. 3 to 6 for items JOINED must be accomplished and submitted using the Summary Sheet to be provided by PCMC.</b></p>
21.2	<i>No additional contract documents relevant to the Project</i>

**CONFORME:**

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

\_\_\_\_\_  
 Contact No:

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

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

\_\_\_\_\_  
 Company's Official Contact No.



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website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmbac@gmail.com](mailto:pcmbac@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## SECTION IV

# *General Conditions of Contract*

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

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**IB-2022-003 to IB-2022-022**

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

**5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

**CONFORME:**

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

\_\_\_\_\_  
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 V**

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

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

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</li> </ol>
5	<p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Winning bidder has to choose the following mode (as checked) as the form of retention money required of under R.A 9184 Sec. 62.1</p> <p style="padding-left: 40px;">[        ] Bank Guarantee [        ] 5% Deduction from claims</p> <p>The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>

**CONFORME:**

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

\_\_\_\_\_  
Contact No:

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

\_\_\_\_\_  
Company’s Official Email Address  
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## SECTION VI

# *Schedule of Requirements*

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

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**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 <sup>st</sup> year)
<b>One (1) Lot Supply and Delivery of supplies/consumables under Machine Placement Agreement for three (3) years of the following:</b>		
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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
<b>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years of the following:</b>		
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IB-2022-008	Automated Immunology Analyzers for Transfusion-Transmissible Infection (TTIs)	7,422,812.00
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IB-2022-022	Automated Analyzer for Methotrexate determination	3,453,071.52

Delivery Site	PCMC Requirement DELIVERY PERIOD
Materials Management Division (MMD), 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  
(where notices will be sent)

\_\_\_\_\_  
Company's Official Contact No.



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

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Website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) Email: [bac@pcmc.gov.ph](mailto:bac@pcmc.gov.ph)

Trunkline: 588-9900 loc. 361/355 DirectLine: 924-0870

## **SECTION VII**

# ***Technical Specifications***

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

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**IB-2022-003 to IB-2022-022**



Republic of the Philippines  
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## 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*

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**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.

# PRICE SCHEDULE

PROCURING ENTITY : <b>PHILIPPINE CHILDREN'S MEDICAL CENTER</b>						NAME OF BIDDER :				
NAME OF PROJECT : <b>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years for one (1) unit Flow Cytometry Machine</b>						INVITATION TO BID NO. <b>IB-2022-012</b>				
PCMC REQUIREMENT		BIDDER'S OFFER								
1	2	3	4	5	6	7	8	9	10	11
ITEM DESCRIPTION	Brand/Packaging of Reagents / Consumables to be provided	Qty	Manufacturer	Country of Origin	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL AND COMPONENT	TOTAL PRICE EXW	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION [(cols. 9 + 10) x 3]
<b>One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years for one (1) unit Flow Cytometry Machine</b> <b>Total ABC = Php 7,160,546.82 (for the first year)</b>										
<b>** Use Annex"B" for the detailed offer **</b>										
<ul style="list-style-type: none"> <li>• Supplies to be delivered should have expiration of at least one (1) year and longer or as expressed/ required by Pathology.</li> <li>• The price of the bided item(s) shall be valid for three (3) years or within the contract duration</li> <li>• 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</li> <li>• Conformance on the Terms of Reference (TOR)</li> <li>• The supplier should submit Materials Safety Data Sheet upon delivery, if applicable.</li> <li>• PCMC has the right to reject any or all bids without offering any reason, waive any required formality and</li> <li>• award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.</li> </ul>						<b>TERMS OF PAYMENT</b> <b>(For discounts being offered, if there's any. Otherwise, state "NONE"):</b>				
						<hr style="width: 100%;"/> <b>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>				

PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

**TECHNICAL SPECIFICATIONS**

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

**Invitation to Bid No.: IB-2022-012**

PCMC REQUIREMENT			BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS
Item Description			
One (1) Lot Supply and Delivery of reagents/consumables under Reagent Tie-up Agreement for three (3) years for one (1) unit Flow Cytometry Machine			
<b>QTY</b>	<b>UNIT</b>	<b>I. Specifications:</b>	
1	unit	Fully automated machine	
		1 With three (3) lasers, multi-colored analysis (8-13 colors), capable of performing absolute counting, residual white blood cells re-numeration, DNA analysis and isolation sorting	
		2 With concept of colored compensation which provides correction of spectral analysis	
		3 Compact and easy to use	
		4 Care and servicing of instrument with 24 hours/ 7 days assistance from application specialist and field service engineers	
		5 Must provide service unit within 24 hours in case of machine malfunction.	
		6 Laser adjustment anytime as needed by the unit.	
		7 All materials needed for the installation of electrical safety of the equipment will be shouldered by the winning bidder	
		8 The machine should have CE markings	
		9 Semi-annual preventive maintenance with certificate and sticker	
<b>II. Accessories:</b>			
		1 High-end printer including ink supply for results	
		2 Pipettes of different calibrations	
<b>III. Consumables:</b>			
		1 Pipette tips	
		2 Sealing films	
		3 Falcon polystyrene tubes	
		4 Phosphate buffered saline (PBS)	
		5 Distilled water	
<b>** Use Annex "A" for the detailed offer **</b>			

**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-2022-012

PCMC REQUIREMENT	BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS
Item Description	

**AUTHORIZED REPRESENTATIVE'S INFOS:**

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**Signature over Printed Name** **Designation/Position**

**COMPANY'S DETAILS:**

---

**NAME OF COMPANY**

---

**ADDRESS**

---

**COMPANY'S OFFICIAL EMAIL ADDRESS** **TEL. NO. / FAX NO.**

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

**TERMS OF REFERENCE**

**1. DESCRIPTION OF THE PROJECT**

One (1) lot reagent reagent tie-up including controls and calibrators to perform Flow Cytometry Tests like Basic and Comprehensive Leukemia Panel, Minimal Residual Disease Panel and AML Panel for three (3) years

**2. OBLIGATIONS OF THE SUPPLIER**

**2.1 Installation and Commissioning of the machine peripherals**

- 2.1.1 Install, test and commission (1) unit of flow cytometry system, fully automated
- 2.1.2 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 Install the Flow Cytometer and all its accessories as well as provide PCMC with a start up kit of reagents and calibrate all the necessary tests to be run by the laboratory FREE OF CHARGE
- 2.1.4 Provide One (1) high end printer with provision of ink which can produce an average volume print-outs of 10,000 pages per month.
- 2.1.5 Responsible for any loss or damage to the machine not caused by PCMC's negligence.

**2.2 Supply and Delivery of Reagents and Consumables**

- 2.2.1 Supply and deliver the reagents and consumables 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 patient's census.
- 2.2.2 Guarantee letter should be provided in case expiration of the delivered reagents is less than a year and to replace in case not consumed.
- 2.2.3 Guarantee that the quantity to be provided is sufficient to cover the required number of test. In case not sufficient, additional quantity shall be provided at no cost to PCMC.

Test	Number of Test
Basic Leukemia Panel	350
Comprehensive Leukemia Panel	15
Minimal Residual Disease	1000

- 2.2.4 Guarantee that there will be no price adjustment during the duration of the contract.
- 2.2.5 Reagents and consumables delivered shall be free from any defect. Defective product and other consumables including arising from errors or malfunction of the machine and its accessories shall be replaced free of charge within seven (7) calendar days from receipt of notice which may be through email, SMS or via phone call.
- 2.2.6 Provide start up reagents with at least one (1) year expiration date to be used by the PCMC free of charge.
- 2.2.7 Required to maintain at any given time an equivalent of three (3) months inventory of all Flow Cytometry reagents and consumables which will be stored off site.
- 2.2.8 Stock of spare parts and items for the machines in the system that are easily replaced or need regular replacement shall always be made available at the end user premises free of charge and shall be replenished once consumed.

### **2.3 Warranty/Service and Maintenance**

- 2.3.1 Guarantee the serviceable lifespan of Flow Cytometry system is at least after 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.
- 2.3.3 This warranty includes:
  - 2.3.3.1 Spare parts and service maintenance.
  - 2.3.3.2 Calibration/Preventive Maintenance – according to schedule as contained in equipment operation and maintenance manual.
- 2.3.4 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 service unit of same model within the day upon receipt of notification in case any of the machines malfunctions for a maximum period of twenty four (24) 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 orientation, training updates and quality- related lectures and work shop to personnel when necessary free of charge.

2.4.3 Technical Support Team shall make a regular visit and the Service Engineer shall be on-call twenty-four (24) hours daily.

## **2.5 Green Procurement**

2.5.1 Observe and comply with PCMC's policy on green procurement while contract is enforced (Take back system of empty plastic/amber bottle containers and submission of MSDS).

## **3. OBLIGATION OF PCMC**

3.1 Utilize only the supplier's reagents, calibrators and consumables for the machine.

3.2 Use the machine only on the stated address and shall not remove or transfer it without prior consent of the supplier.

3.3 Agree that the supplier's appointed personnel are authorized to repair, conduct quarterly calibration/preventive maintenance of the machine, revise and/or replace the parts necessary to keep the instrument in good working condition.

3.4 Return the machine including its attachments/peripherals upon termination of this agreement.

## **4. DURATION OF THE CONTRACT**

4.1 This Agreement shall be valid for three (3 years) or until December 31, 2024 <sup>per</sup> whichever comes earlier.

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

4.3 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.

## **5. OTHER PROVISIONS**

5.1 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.

5.2 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.

5.3 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 athousand Pesos (20, 000.00). Venue of such shall be laid exclusively in Quezon City, Manila.

**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.