



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: bac@pcmc.gov.ph
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124



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

Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph
Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

INVITATION TO BID

1. The **Philippine Children's Medical Center (PCMC)** through the **DOH HFEP/COB 2023** intends to apply the sum of **One Million Nine Hundred Twenty Thousand Pesos (Php 1,920,000.00)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

IB No.	QTY	UNIT	ITEM DESCRIPTION	ABC	COST OF COMPLETE SET OF BIDDING DOCUMENTS
SUPPLY AND DELIVERY OF:					
2023-123	1	Lot	Various Neurosurgery Instruments	1,320,000.00	5,000.00
2023-124	1	Set	Suction Rectal Biopsy Instrument	600,000.00	1,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **as stated in Section VI Delivery of Requirements**. Bidders should have completed, within the **past three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **August 23, 2023**, 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 **August 31, 2023, at 10:00 A.M** through video conferencing via **zoom (Meeting ID: 977 3858 9021 Passcode: IB20231234)** which shall be open to prospective bidders.
7. Bids must be duly received through manual submission on or before **September 12, 2023, 9:30 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.

PhilHealth Accredited

IB 2023-123 to 124



9. Bids opening shall be on **September 12, 2023, 10:00 A.M, 3rd Floor, Procurement Division Area, PCMC Main Building**. Bids will be opened in the presence of the Bidder's representatives who choose to attend the aforementioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain 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 as required prior entering PCMC Premises.

10. The **Philippine Children's Medical Center (PCMC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Procurement Division
3rd Floor, Procurement Division Area
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunk line: 8588-9900 Loc 361 / 355
Fax Number: 924-0870
Email: pcmcba@gmail.com

12. You may visit the following websites:

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

August 23, 2023


FRANCIS S. DELA CUESTA, RN, MAN
Chairman, Bids & Awards Committee



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SECTION II

Instructions to Bidders

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124

1. Scope of Bid

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

IB No.	QTY	UNIT	ITEM DESCRIPTION	ABC
	SUPPLY AND DELIVERY OF:			
2023-123	1	Lot	Various Neurosurgery Instruments	1,320,000.00
2023-124	1	Set	Suction Rectal Biopsy Instrument	600,000.00

The above Procurement Projects, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of **One Million Nine Hundred Twenty Thousand Pesos (Php 1,920,000.00)**

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids 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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on **August 31, 2023, at 10:00 A.M through video conferencing via zoom (Meeting ID: 977 3858 9021 Passcode: IB20231234)** 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 three (3) 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. 13-201 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 including the USB Flash Drive (Section VIII. Checklist (Financial Component Envelope No. 2. Note))**

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	BLUE
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LABEL ON THE ENVELOPE/S:	IDENTIFY THE ENVELOPES:
Name of PROCURING ENTITY	as: > Technical Component Requirements (original and copy 1)
Name of CONTRACT TO BE BID	> Financial Component Requirement (original, copy 1 and copy 2)
IB Number	
DATE of Bid Opening	
Name of the Bidder Company	
Address of the Bidder Company	

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 Various Surgical Instruments

IB-2023-123 to 124

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>medical instruments/ equipment</i> b. completed within <i>the last three (3) years</i> prior to the deadline for the submission and receipt of bids. 																				
7.1	Subcontracting is not allowed.																				
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.																				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;">IB No.</th> <th style="text-align: center;">QTY</th> <th style="text-align: center;">UNIT</th> <th style="text-align: center;">ITEM DESCRIPTION</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;">SUPPLY AND DELIVERY OF:</td> </tr> <tr> <td style="text-align: center;">2023-123</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td>Various Neurosurgery Instruments</td> <td style="text-align: right;">1,320,000.00</td> </tr> <tr> <td style="text-align: center;">2023-124</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Set</td> <td>Suction Rectal Biopsy Instrument</td> <td style="text-align: right;">600,000.00</td> </tr> </tbody> </table>	IB No.	QTY	UNIT	ITEM DESCRIPTION	ABC	SUPPLY AND DELIVERY OF:					2023-123	1	Lot	Various Neurosurgery Instruments	1,320,000.00	2023-124	1	Set	Suction Rectal Biopsy Instrument	600,000.00
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20.2	<p>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> 1. Latest Income (<i>BIR Form No. 1701-Q</i>) and Business Tax Returns (<i>BIR Form NO. 2550-Q</i>) filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months. 2. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening. <p style="margin-left: 40px;">Note: Certification issued by PCMC – Materials Management Division must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.</p> 3. Registration Certificate from Department of Trade and Industry (DTI) or Security and Exchange Commission (SEC), whichever may be appropriate under existing laws of the Philippines 4. 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. 																				

5. CY 2022 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS)
6. Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer
7. Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment
8. Duly notarized Certificate from Principal Manufacturer/ Distributor that the brand has been present for at least five (5) years in the local/ international market and model being bided is currently in use in the local/international market with at least one (1) installation in the Philippines, preferably within NCR area (Please specify and submit supporting documents)
9. Certificate from the Principal Manufacturer duly notarized from country of origin:
 - i. All the terms and conditions stated in the bidding documents per IRR of RA 9184 and corresponding contract for the project shall be honored by the Principal Manufacturer, including in the event that a change of dealership will occur during the duration of the contract up to the warranty and preventive maintenance period;
 - ii. The expected useful life of the equipment under normal use (indicate normal capacity, i.e. number of patients, operating hours, other considerations);
 - iii. Guarantee on availability of all spare parts, accessories and consumables at least for the next five (5) years from testing, commissioning, acceptance and delivery;
 - iv. That it has competence in handling and providing technical support as well as maintenance of the equipment being offered; and
 - v. Consumer guidelines regarding disposal of the equipment (Information about how and where the used and decommissioned products/ parts can be returned for recycling and/ or disposal (e.g. buy-back program of the product after end of useful life).
10. Duly notarized Certificate from Bidder:
 - i. That parts, accessories and consumables are readily available at the authorized Philippine service center/s for a period of five (5) years after the warranty period;
 - ii. That it has available competent in-house technical specialists in handling and providing technical support as well as maintenance of the equipment being offered;
 - iii. That it will conduct training for proper operation and maintenance to end-users of the equipment upon delivery; and
 - iv. That it will provide replacement/back-up unit while the delivered unit is being repaired.
11. The Recurring and Maintenance Costs (*use of Form DOBA – PCMC – RMF8 is required*)

	<p>12. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [<i>use of Form DOBA – PCMC – LCF9 is required</i>]</p> <p>13. Section II. Instructions to Bidders with signature (conforme) on all pages</p> <p>14. Section III. Bid Data Sheet with signature (conforme) on all pages</p> <p>15. Section IV. General Conditions of the Contract with signature (conforme) on all pages</p> <p>16. Section V. Special Conditions of the Contract with signature (conforme) on all pages</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p>
21.2	<i>No additional contract documents relevant to the Project</i>

CONFORME:

 Authorized Signatory
 Signature over printed name

 Contact No:

 Name of Company/Firm

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

 Company's Official Contact No.



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SECTION IV

General Conditions of Contract

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in

accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

CONFORME:

Authorized Signatory
Signature over printed name

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
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION V

Special Conditions of Contract

Supply and Delivery of Various Surgical Instruments

(IB-2023-123 to 124)

Special Conditions of Contract

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

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

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

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

Incidental Services –

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

Select appropriate requirements and delete the rest.

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

f. [Specify additional incidental service requirements, as needed.]

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

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

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

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

Packaging –

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description

	<p>Final Destination</p> <p>Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <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 as follows : Thirty to Forty-Five (30 – 45) calendar days from submission of documentary requirements</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>

4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. 2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
5	<p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier</p> <p>The obligation of the winning bidder for the warranty shall be covered by retention money required of under RA9184 Sec. 62.1.</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.



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SECTION VI

Schedule of Requirements

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124



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SECTION VII

Technical Specifications

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124

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.

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.

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
1	set	Suction Rectal Biopsy Instrument	
		<u>A. SPECIFICATIONS</u>	
2	sets	Rectal Biopsy Set	
		Made of stainless steel and durable material	
		Portable and lightweight	
		Easy to clean	
		Have a Thimble clamp	
		Have an operating wire	
		Have a cutter and capsule	
		Vacuum and gauge assembly	
		Vacuum T Assembly	
		➤ Mechanical part should be of heavy-duty durable type	
		➤ Equipment should be maintainable and serviceable	
		<i>Other Specifications: (please indicate if applicable)</i>	
		BRAND:	
		MAKE / MODEL:	
		<u>B. ACCESSORIES</u>	
		1. Have a durable and lightweight case	

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.

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
1	set	Suction Rectal Biopsy Instrument	
		<u>C. WARRANTY</u>	
		1. At least Two (2) years warranty on parts and services	

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

NAME OF COMPANY ADDRESS

SIGNATURE OVER PRINTED NAME TELEPHONE / FAX NO.

ENGINEERING CLEARANCE

Name of Project: **Supply and Delivery of Suction Rectal Biopsy Instrument**

Invitation to Bid No.: **IB-2023-124**

Requirements:

- Site Preparation / Planning requirements must be provided and the supplier's representative / engineer shall perform pre-ocular inspection on site
- Availability of special tools, calibration equipment and analyzers with valid certificate of calibration, to be submitted
- All necessary service parts, accessories, consumables and the like to put the machine into full operation must be included
- Compliance to Standard Electrical Safety IEC60601 and/or CE marked 93/42/EEC Medical Devices Directive or equivalent
- Connectivity to Hospital Information System Network Data ready

CONFORME (to items with check):

Authorized Signatory (Signature over printed name)

Contact No.

Name of Company/Firm

Company's Official Email Address

Company's Official Contact No.



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SECTION VIII

Checklist of Technical and Financial Documents

Supply and Delivery of Various Surgical Instruments

IB-2023-123 to 124

Checklist of Technical and Financial Documents

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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR

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

Technical Documents

2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (*Use of Form No. DOBA-PCMC-SCF3b is required*)
3. Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS ITB Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, within three (3) years prior to bid opening (*use of Form No. DOBA-PCMC-SCF3a is required*)
4. Original copy of Bid Security (**Refer to BDS Clause 14.1**). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of the Notarized Bid Securing Declaration
5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
6. Duly accomplished and signed Technical Specification using the form as provided for in Section VII

- i. Certification of Availability of demo unit (*use of Form No. DOBA-PCMC-DUF11 is required*)
- ii. Signed conforme on the attached Engineering Clearance
- iii. Brochures/sales literature reflecting the technical specifications

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

- a. soft copy of their accomplished **Technical Specifications** (in **EXCEL** format)
 - b. **SCANNED copy** (in **PDF Format**) of **ALL** the required documents under Section VIII. Checklist of Technical and Financial Documents
7. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (*Use of the Form provided is required*)

Financial Documents

8. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (*Use of Form No. DOBA-PCMC-NFF4 is required*)

OR

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

Class "B" Documents

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

OR

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

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

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

- ii. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

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

II. FINANCIAL COMPONENT ENVELOPE

- 1. Duly accomplished and signed Financial Bid Form
- 2. Duly accomplished and signed Price schedule (use applicable forms)
 - i. Use the form “*For Goods offered from within the Philippines*” if bidder is offering goods from within the Philippines.
 - ii. Use the form “*For Goods offered from abroad*” if bidder is offering goods from Abroad.

Note: Bidder shall include the PCMC-issued USB Flash Drive in the Financial Component Envelope (Original Folder) containing the FOLLOWING:

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

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

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

Company’s Official Contact No.

PRICE SCHEDULE

(For Goods Offered from Abroad)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2023-124									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 9)
1 set	Supply and Delivery of Suction Rectal Biopsy Instrument ABC = Php 600,000.00								
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>			

PRICE SCHEDULE

(For Goods Offered from within the Philippines)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER							NAME OF BIDDER :			
INVITATION TO BID NO. : IB-2023-124										
1	2	3	4	5	6	7	8	9	10	11
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Price, per unit (col 6+7+8+ 9)	Total Price delivered Final Destination (col 10) x (col 1)
1 set	Supply and Delivery of Suction Rectal Biopsy Instrument ABC = Php 600,000.00									
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 							TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 							NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE			