



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

SECTION I

Invitation to Bid

Supply and Delivery of Various Medical Gases CY 2024 under Early Procurement Activity

IB-2024-005



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 NO
(Early Procurement Activities)
IB 2024-005**

**SUPPLY AND DELIVERY OF VARIOUS MEDICAL GASES
FOR CY 2024**

1. The **Philippine Children's Medical Center (PCMC)** through the **COB CY 2024** intends to apply the sum of **Two Million Six Hundred Eighty Thousand Three Hundred Pesos (Php 2,680,300.00)** 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.

QTY	ITEM DESCRIPTION	ABC PER UNIT	TOTAL ABC	COST OF BIDDING DOCUMENTS
One (1) Lot Supply and Delivery of Medical Gases for One (1) Year :				
2 cyl	Carbon Dioxide	2,850.00	5,700.00	5,000.00
1000 cyl	Compressed Air	400.00	400,000.00	
2 cyl	Nitrous Oxide	10,800.00	21,600.00	
5000 cyl	Oxygen, medical (STD)	400.00	2,000,000.00	
1100 cyl	Oxygen, medical flask	230.00	253,000.00	
	TOTAL AMOUNT		2,680,300.00	

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the **Early Procurement Activity (EPA)** of the above-mentioned procurement project, in accordance with provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Delivery of the Goods is required **as stated in Section VI. Delivery 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
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.

PhilHealth Accredited



5. A complete set of Bidding Documents may be acquired by interested Bidders **starting October 26, 2023**, upon payment of the applicable fee for the Bidding Documents. 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 **November 3, 2023, at 9:00 A.M** through video conferencing via **Zoom (Meeting ID: 989 4950 5574 Passcode: 083732)** which shall be open to prospective bidders.
7. Bids must be duly received through manual submission on or before **November 15, 2023, 9:00 A.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **November 15, 2023, 9:30 AM, 3rd Floor, Function Hall 2, PCMC Main Building**. Bids will be opened in the presence of the Bidder's representatives who choose to attend the afore-mentioned venue. In compliance with 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 the opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask while inside PCMC Premises.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with item 7 of Appendix 31 of the 2016 revised IRR of RA 9184 and may be awarded upon approval and effectivity of the funding source.
11. 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.
12. 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
Mobile Number: +639178423248
Email: pcmcba@gmail.com
12. You may visit the following websites:
For downloading of Bidding Document: www.pcmc.gov.ph
www.philgeps.gov.ph

October 26, 2023


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



Republic of the Philippines
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SECTION II

Instructions to Bidders

Supply and Delivery of Various Medical Gases CY 2024 under Early Procurement Activity

IB-2024-005

1. Scope of Bid

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

QTY	ITEM DESCRIPTION	ABC PER UNIT	TOTAL ABC
One (1) Lot Supply and Delivery of Medical Gases for One (1) Year :			
2 cyl	Carbon Dioxide	2,850.00	5,700.00
1000 cyl	Compressed Air	400.00	400,000.00
2 cyl	Nitrous Oxide	10,800.00	21,600.00
5000 cyl	Oxygen, medical (STD)	400.00	2,000,000.00
1100 cyl	Oxygen, medical flask	230.00	253,000.00
TOTAL AMOUNT			2,680,300.00

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **COB CY 2024** in the amount of **Two Million Six Hundred Eighty Thousand Three Hundred Pesos (Php 2,680,300.00)**.

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 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 items 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 **November 3, 2023, at 9:00 A.M** through video conferencing via *Zoom* (**Meeting ID: 989 4950 5574** **Passcode: 083732**) which shall be open to prospective bidders, , as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The **First (1st) Envelope**, shall contain the following Technical Documents accomplished in one (1) set, **each set filed in a folder**

The **Second (2nd) Envelope** shall contain the Financial Component accomplished in two (2) sets, **each set filed in a folder**

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	GOLDEN YELLOW
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LABEL ON THE ENVELOPE/S:

Name of PROCURING ENTITY
Name of CONTRACT TO BE BID
IB Number
DATE of Bid Opening
Name of the Bidder Company
Address of the Bidder Company

IDENTIFY THE ENVELOPES:

as: > Technical Component Requirements
(original copy)
> Financial Component Requirement
(Original and copy 1)

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

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

CONFORME:

 Authorized Signatory
 Signature over printed name
 Contact Number: _____

 Name of Company/Firm

 Company's Official E-mail Address
 (where notices will be sent)

 Company's Official Contact Number



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SECTION III

Bid Data Sheet

Supply and Delivery of Various Medical Gases for CY 2024 under Early Procurement Activity

IB-2024-005

Bid Data Sheet

ITB Clause																																	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply and delivery of:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 15%;">QTY</th> <th style="width: 45%;">ITEM DESCRIPTION</th> <th style="width: 15%;">ABC PER UNIT</th> <th style="width: 25%;">TOTAL ABC</th> </tr> </thead> <tbody> <tr> <td colspan="4">One (1) Lot Supply and Delivery of Medical Gases for One (1) Year :</td> </tr> <tr> <td style="text-align: center;">2 cyl</td> <td>Carbon Dioxide</td> <td style="text-align: right;">2,850.00</td> <td style="text-align: right;">5,700.00</td> </tr> <tr> <td style="text-align: center;">1000 cyl</td> <td>Compressed Air</td> <td style="text-align: right;">400.00</td> <td style="text-align: right;">400,000.00</td> </tr> <tr> <td style="text-align: center;">2 cyl</td> <td>Nitrous Oxide</td> <td style="text-align: right;">10,800.00</td> <td style="text-align: right;">21,600.00</td> </tr> <tr> <td style="text-align: center;">5000 cyl</td> <td>Oxygen, medical (STD)</td> <td style="text-align: right;">400.00</td> <td style="text-align: right;">2,000,000.00</td> </tr> <tr> <td style="text-align: center;">1100 cyl</td> <td>Oxygen, medical flask</td> <td style="text-align: right;">230.00</td> <td style="text-align: right;">253,000.00</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL AMOUNT</td> <td style="text-align: right;">2,680,300.00</td> </tr> </tbody> </table> <p>b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids.</p>	QTY	ITEM DESCRIPTION	ABC PER UNIT	TOTAL ABC	One (1) Lot Supply and Delivery of Medical Gases for One (1) Year :				2 cyl	Carbon Dioxide	2,850.00	5,700.00	1000 cyl	Compressed Air	400.00	400,000.00	2 cyl	Nitrous Oxide	10,800.00	21,600.00	5000 cyl	Oxygen, medical (STD)	400.00	2,000,000.00	1100 cyl	Oxygen, medical flask	230.00	253,000.00	TOTAL AMOUNT			2,680,300.00
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TOTAL AMOUNT			2,680,300.00																														
20.2	<p>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> 1. Latest Income (BIR Form No. 1701-Q/1702-Q) AND Business Tax Returns (BIR Form No. 2550-Q) filed and paid through the BIR Electronic Filing (EFPS) within the last quarter. 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>																																

	<ol style="list-style-type: none"> 3. Registration Certificate from the 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. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA) 7. Section II. Instructions to Bidders with signature (conforme) on all pages 8. Section III. Bid Data Sheet with signature (conforme) on all pages 9. Section IV. General Conditions of the Contract with signature (conforme) on all pages 10. Section V. Special Conditions of the Contract with signature (conforme) on all pages 11. Certification for Assurance of Stocks Availability [<i>use of Form No. DOBA-PCMC-CAF10 is required</i>] 12. Return Policy [<i>use of Form No. DOBA – PCMC – CRF34 is required</i>] 13. Manufacturer's Certification or if the Bidder is not a manufacturer, an authenticated copy of certification from the manufacturer as authorized or exclusive distributor or dealer of the products/items 14. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA) 15. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred. 16. 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>) 17. Duly signed and fully filled out acknowledgment on PCMC's Advisory regarding fraudulent solicitations. 18. Other appropriate licenses and permits required by law and stated in the Bidding Documents <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>Note: Requirement Nos. 13 to 16 for items JOINED must be accomplished and submitted using the Summary Sheet to be provided by PCMC.</p>
21.2	No additional contract documents relevant to the Project

CONFORME:

Authorized Signatory

Contact No:

Signature over printed name

Name of Company/Firm

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

Company's Official Contact No.



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

SECTION IV

General Conditions of Contract

Supply and Delivery of Various Medical Gases for CY 2024 under Early Procurement Activity

IB-2024-005

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.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

CONFORME:

Authorized Signatory
Signature over printed name
Contact Number: _____

Name of Company/Firm

Company's Official E-mail Address

Company's Official Contact Number



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SECTION V

Special Conditions of Contract

Supply and Delivery of Various Medical Gases for CY 2024 under Early Procurement Activity

IB-2024-005

Special Conditions of Contract

GCC Clause	
	<p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice/delivery receipt showing Goods' description, quantity, unit price, and total amount; (ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The Supplier shall have an established disposal and retrieval program or take back system for their products (items with container)</p> <ol style="list-style-type: none"> 1 The Supplier shall submit MSDS for a specified product. 2. The product label shall bear the following information: <ol style="list-style-type: none"> a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.) 3.The product shall not contain halogenated plastics and PVCs. 4.The product shall be packed in suitable packaging materials which are reusable and recyclable.
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY</p>
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 form of retention money required of under R.A 9184 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 Number: _____

Name of Company/Firm _____

 Company’s Official E-mail Address

 Company’s Official Contact Number



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SECTION VI

Schedule of Requirements

Supply and Delivery of Various Medical Gases for CY 2024 under Early Procurement Activity

IB-2024-005

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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD
Various Medical Gases	2,680,300.00	Materials Management Division, G/F PCMC, Quezon Avenue, cor . Agham Road Quezon City	Within one (1) day upon receipt of the DELIVERY ORDER SLIP Every Tuesdays and Fridays (<i>Refer to attached TOR 1.1.3</i>)

DELIVERY AND ACCEPTANCE.

- Staggered delivery and staggered payment
- 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:

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME
OF AUTHORIZED REPRESENTATIVE

TELEPHONE / FAX



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SECTION VII

Technical Specifications

Supply and Delivery of Various Medical Gases for CY 2024 under Early Procurement Activity

IB-2024-005



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SECTION VIII

Checklist of Technical and Financial Documents

**Supply and Delivery of
Various Medical Gases for CY 2024
under Early Procurement Activity**

IB-2024-005

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, including Annex "B" which must be completely filled up)*
3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (**Refer to BDS Clause 5.3**), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within two (2) years prior to bid opening *(use of Form No. DOBA-PCMC-SCF3a is required, including Annex "A" which must be completely filled up)*.
4. Original copy of Bid Security (**Refer to BDS Clause 14.1**). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration
5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
6. Duly accomplished and signed Technical Specification using the form as provided for in Section VII
 - i. Signed Conforme on the Terms of Reference
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** using the form as provided

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

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

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

Company's Official Contact No.

PRICE SCHEDULE

PROCURING ENTITY: PHILIPPINE CHILDREN'S MEDICAL CENTER	NAME OF BIDDER:
NAME OF PROJECT: ONE (1) LOT SUPPLY AND DELIVERY OF VARIOUS MEDICAL GASES FOR ONE (1) YEAR	
INVITATION TO BID NO. IB-2024-005	

ITEM NO.	PCMC REQUIREMENT					BIDDER'S OFFER								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 9)	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 (col 12 + 13) x 2
1	Carbon Dioxide	2	cyl	2,850.00	5,700.00									
2	Compressed Air	1000	cyl	400.00	400,000.00									
3	Nitrous Oxide	2	cyl	10,800.00	21,600.00									
4	Oxygen, Medical (STD)	5000	cyl	400.00	2,000,000.00									
5	Oxygen, Medical Flask,	1100	cyl	230.00	253,000.00									
					2,680,300.00									

ADDITIONAL REQUIREMENTS: <ul style="list-style-type: none"> ➤ Conforms on the attached Terms of Reference ➤ The price of the bided item(s) shall be valid until December 31, 2024 ➤ 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 / Notice of Award. ➤ > 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. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; padding-right: 5px;"> TOTAL = </td> <td style="width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="8" style="text-align: center;"> TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state </td> </tr> <tr> <td colspan="8" style="text-align: center; padding: 10px;"> <hr style="width: 80%; margin: 0 auto;"/> NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE </td> </tr> <tr> <td colspan="8" style="text-align: center; padding: 5px;"> BAC & END-USER'S SIGNATURE: </td> </tr> </table>	TOTAL =								TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state								<hr style="width: 80%; margin: 0 auto;"/> NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE								BAC & END-USER'S SIGNATURE:							
TOTAL =																																	
TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state																																	
<hr style="width: 80%; margin: 0 auto;"/> NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE																																	
BAC & END-USER'S SIGNATURE:																																	

TECHNICAL SPECIFICATIONS

PCMC REQUIREMENT				Bidder's Offer (Indicate Brand, Packing, Specification, etc.)
Item No.	Qty	Unit	Item Description	
1	2	cyl	Carbon Dioxide	
			Size : standard size	
			refilled into high pressure steel cylinder	
			835 psi ave. gas content 22.57 kgs.	
2	1000	cyl	Compressed Air	
			compressed into high pressure steel cylinder,	
			Purity: minimum 99.5%	
			Pressure : minimum of 1800psi	
			Moisture / Vapor : Less than 1 ppm	
			Odor or Taste : Without significant odor or taste	
3	2	cyl	Nitrous Oxide	
			refilled into high pressure steel cylinder	
			1000 psi ave. gas content 22.57 kgs.	
4	5000	cyl	Oxygen, Medical (STD)	
			compressed into high pressure steel cylinder,	
			Purity: minimum 99.5%	
			Pressure : minimum of 1800psi	
			Moisture / Vapor : Less than 1 ppm	
			Odor or Taste : Without significant odor or taste	
5	1100	cyl	Oxygen, Medical Flask,	
			compressed into high pressure steel cylinder,	
			Purity: minimum 99.5%	

TECHNICAL SPECIFICATIONS

PCMC REQUIREMENT				Bidder's Offer (Indicate Brand, Packing, Specification, etc.)
Item No.	Qty	Unit	Item Description	
			Pressure : minimum of 1800psi	
			Moisture / Vapor : Less than 1 ppm	
			Odor or Taste : Without significant odor or taste	

Additional Requirements :

- Conformance on the attached Terms of Reference

NAME OF COMPANY ADDRESS

SIGNATURE OVER PRINTED NAME TELEPHONE / FAX NO.