

**PRICE SCHEDULE**

PROCURING ENTITY: <b>PHILIPPINE CHILDREN'S MEDICAL CENTER</b>										NAME OF BIDDER:				
NAME OF PROJECT : <b>VARIOUS COMMON MEDICAL SUPPLIES</b>						INVITATION TO BID NO. RFQ-2022-095-A								
<b>CY 2022</b>														

PCMC REQUIREMENT						BIDDER'S OFFER									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	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 13 + 14) x 2
1	Anesthesia Gas Sampling Line	55	pc	1,650.00	90,750.00										
2	Bag, Anesthesia Re-breathing 1.0 L	30	pc	275.00	8,250.00										
3	Bag, Anesthesia Re-breathing 2.0 L	60	pc	318.00	19,080.00										
4	Bag, Anesthesia Re-breathing 3.0 L	42	pc	375.00	15,750.00										
5	Bandage, Adhesive (Fistula Kit)	1000	pc	3.00	3,000.00										
6	Bibs, Disposable 13 x 18 plain sterile (CVC/Fistula Kit)	2300	pc	5.00	11,500.00										
7	Blade, Surgical Disposable # 15	2000	pc	10.00	20,000.00										
8	Bonewax 2.5g	30	pc	153.33	4,599.90										

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9	BP Bulb w/ Control Valve	5	pc	62.00	310.00										
10	BP Cuff w/ Inflation Bag Adult	6	set	204.00	1,224.00										
11	Brush, Surgical Scrub, disposable with Povidone or Chlorhexidine	500	pc	30.00	15,000.00										
12	Bulb, Laryngoscope (Fiberoptic) (6000)	6	pc	2,129.17	12,775.02										
13	Bulb, Laryngoscope HPX 060	5	pc	1,145.00	5,725.00										
14	Bulb, Laryngoscope Size 1 (4700)	6	pc	1,200.00	7,200.00										
15	Catheter, Rubber Fr 24	20	pc	15.00	300.00										
16	Catheter, Umbilical fr. 3.5	480	pc	352.00	168,960.00										

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17	Catheter, Umbilical fr. 4.0 double lumen	20	pc	5,000.00	100,000.00										
18	Catheter, Umbilical fr. 5.0	205	pc	352.00	72,160.00										
19	Cautery Tip, needle point, reusable	20	pc	450.00	9,000.00										
20	Chlorhexidine Gluconate, 0.20%, 500ml	6	bt	496.00	2,976.00										
21	Chlorhexidine pads (CVC Kit)	4600	pc	6.00	27,600.00										
22	Chlorhexidine swabstick (CVC Kit)	1500	pc	5.00	7,500.00										
23	Cleanser, Enzymatic 5L (7% Ethylene Glycol)	9	gal	2,990.00	26,910.00										
24	Connector, Needle-Less Bionector	30	pc	74.00	2,220.00										

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<b>NAME OF PROJECT : <u>VARIOUS COMMON MEDICAL SUPPLIES</u></b> <b><u>CY 2022</u></b>	<b>INVITATION TO BID NO.</b> <b>RFQ-2022-095-A</b>

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26	Electrodes, Neonate	3550	pc	13.20	46,860.00										
27	Electrodes, Pedia	5000	pc	8.20	41,000.00										
28	Gauze, Sterile, Cherries 4x4x8" 4pcs/ pk (Fistula Kit)	1650	pc	3.65	6,022.50										
29	Gauze, Sterile, Pillows 2x2x8" 2pcs/ pack (Fistula Kit)	1150	pc	5.00	5,750.00										
30	Gauze, Sterile, Sponge 2x2x8" (Fistula Kit)	4600	pc	3.00	13,800.00										
31	Glutaraldehyde, 2% soln w/ alkaline activating solution	125	gal	770.00	96,250.00										
32	Invasive Blood Pressure Transducer (Utah type)	36	pc	2,000.00	72,000.00										
33	Oil for instrument 1L	1	bt	2,200.00	2,200.00										
34	Oil for powerdrill 1L	1	bt	6,600.00	6,600.00										

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35	Oil, spray for instrument 1L	2	bt	2,000.00	4,000.00										
36	Povidone-Iodine USP Swabsticks 25s	1200	pc	48.00	57,600.00										
37	Sheet, Wadding 5" x 5yrd	100	pc	31.50	3,150.00										
38	Splint/ Arm Board, Adult 2x10	32	pc	21.00	672.00										
39	Splint/ Arm Board, Pedia 2x6	1000	pc	11.00	11,000.00										
40	Splint/ Arm Board, size : full-term	140	pc	80.00	11,200.00										
41	Splint/ Arm Board, size : pre-term A	70	pc	80.00	5,600.00										
42	Splint/ Arm Board, size : pre-term B	140	pc	80.00	11,200.00										
43	Suction, Rubber 30mL	200	pc	28.70	5,740.00										

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44	Tablet, Effervescent disinfectant, 2.5g/ tab, 100s	7	jar	1,350.00	9,450.00										
45	Thermal Paper, Type II UPP 110-HD	100	rl	880.00	88,000.00										
46	Tongue Depressor, Sterile 100s	3700	pc	1.20	4,440.00										
47	Tri-extension set (octopus tripple lumen)	50	pc	441.00	22,050.00										
48	Tube, Feeding Fr 08 40cm	10000	pc	7.50	75,000.00										
49	Tube, Feeding Fr 10 40cm	6000	pc	7.50	45,000.00										
50	Tube, Gusseted 03" x 100ft	20	rl	330.00	6,600.00										
51	Tube, Gusseted 08" x 100ft	25	rl	550.00	13,750.00										
52	Tube, Gusseted 09" x 100ft	15	rl	850.00	12,750.00										
53	Tube, Gusseted 10" x 100ft	20	rl	600.00	12,000.00										

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54	Tube, Gusseted 12" x 100ft	30	rl	700.00	21,000.00										
55	Tube, Tracheostomy, non-cuff 6.0, Pedia	5	pc	2,800.00	14,000.00										
56	Tubing, Rubber 1/4 x 3/32 50ft	31	rl	3,000.00	93,000.00										
	<b>TOTAL AMOUNT</b>				<b>1,450,474.42</b>										

<b>ADDITIONAL REQUIREMENTS:</b>	<b>TOTAL =</b>
➤ Conforme on the attached Terms of Reference, if applicable	
➤ Supplies to be delivered should have expiration of at least one (1) year and longer or as expressed/required by the End-user.	<b>TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :</b>
➤ The price of the bided item(s) shall be valid until December 31, 2022	
➤ Staggered delivery, staggered payment	
➤ The quantities specified are estimated requirements during the period and may be decreased depending upon the actual need of PCMC. It is understood therefore that PCMC is not bound to order / purchase all the items / quantities called for on this bidding.	
➤ The supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.	<b>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>
➤ 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.	<b>BAC &amp; END-USER'S SIGNATURE:</b>

## PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER** NAME OF BIDDER:

NAME OF PROJECT : **VARIOUS COMMON MEDICAL SUPPLIES** INVITATION TO BID NO.  
**CY 2022** RFQ 2022-095-B (VAT EXEMPT)

PCMC REQUIREMENT					BIDDER'S OFFER										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	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 13 + 14) x 2
1	Breathing Circuit with Y-piece (adult)	30	pc	378.40	11,352.00										
2	Endotracheal Tube Malleable Introducer, Pedia, Bougie, 10fr x 70cm	5	pc	2,200.00	11,000.00										
3	Endotracheal Tube Malleable Introducer, Pedia, Bougie, 15fr x 70cm	9	pc	2,200.00	19,800.00										
4	Gloves, Examination Nonsterile, Nitrile Powder free 6.0 extra-small (100s)	36000	pc	4.00	144,000.00										
5	Humidifier, Sterile Water Plastic 340/500mL	1500	bt	105.60	158,400.00										
6	Mask, Oxygen, Non-rebreathing Adult	500	pc	79.20	39,600.00										
7	Mask, Oxygen, Non-rebreathing Child	1000	pc	79.20	79,200.00										
8	Mask, Oxygen, Non-rebreathing Infant	100	pc	79.20	7,920.00										
9	Mask, Surgical Disposable Tie-On, 3-ply 50s/bx	17000	pc	1.00	17,000.00										



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PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER** NAME OF BIDDER:

NAME OF PROJECT : **VARIOUS COMMON MEDICAL SUPPLIES** INVITATION TO BID NO.  
**CY 2022** RFQ 2022-095-B (VAT EXEMPT)

PCMC REQUIREMENT					BIDDER'S OFFER										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
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10	Nebulizer Kit, Pedia w/ Mask	1200	pc	86.25	103,500.00										
11	Plaster, Surgical Cloth 1" 5m	2484	rl	134.65	334,470.60										
12	Plaster, Surgical Cloth 2" 5m	336	rl	220.00	73,920.00										
13	Plaster, Transparent 1/2"	96	rl	20.25	1,944.00										
15	Tube, Endotracheal Uncuffed size 2.5, with markings from 7cm onwards	50	pc	18.50	925.00										
16	Tube, Endotracheal Uncuffed size 3.0, with markings from 7cm onwards	60	pc	18.50	1,110.00										
17	Tube, Endotracheal Uncuffed size 3.5, with markings from 7cm onwards	60	pc	18.50	1,110.00										
18	Tube, Endotracheal uncuffed size 4.0 (RAE) south oral	10	pc	191.85	1,918.50										

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<b>CY 2022</b>			

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19	Tube, Endotracheal uncuffed size 4.5 (RAE) south oral	10	pc	191.85	1,918.50										
20	Tube, Endotracheal uncuffed size 5.0 (RAE) south oral	10	pc	191.85	1,918.50										
<b>TOTAL AMOUNT</b>					<b>1,011,007.10</b>										

<b>ADDITIONAL REQUIREMENTS:</b>	<b>TOTAL =</b>
➤ Conforms on the attached Terms of Reference, if applicable	
➤ Supplies to be delivered should have expiration of at least one (1) year and longer or as expressed/required by the End-user.	<b>TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :</b>
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➤ The supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.	<b>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>
➤ 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.	<b>BAC &amp; END-USER'S SIGNATURE</b>



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

# Request for Quotation

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**COMMON MEDICAL SUPPLIES CY 2022**

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**RFP-2022-095**



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

Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [officeofthedirector@pcmc.gov.ph](mailto:officeofthedirector@pcmc.gov.ph)  
Trunkline: 8588-9900 DirectLine: 8924-0836 Fax No: 8924-0840

**REQUEST FOR QUOTATION  
COMMON MEDICAL SUPPLIES CY 2022**

The **Philippine Children's Medical Center**, through its Bids and Awards Committee (BAC) invites interested Bidder to apply for eligibility and to participate in the negotiation for the project below. Source of funding is through **COB CY 2022**.

Procurement will be in accordance with Annex "H" Consolidated Guidelines for the Alternative Methods of Procurement" - Negotiated Procurement – Two Failed Biddings as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

RFQ No.	ITEM DESCRIPTION	Approved Budget for the Contract (ABC)
	Supply and Delivery of :	
RFQ-2022-095	COMMON MEDICAL SUPPLIES CY 2022	2,461,481.52

The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Posting of Request for Quotation	July 1, 2022
Issuance and Availability of Request for Quotation	July 1, 2022
Preliminary Conference (via zoom)	July 6, 2022 11:00 A.M. via zoom (Meeting ID: 928 7584 1799 Passcode: 556263)
Submission of Eligibility, Technical Components and Financial Documents	On or before July 8, 2022 1:30 PM, Procurement Division Area
Opening of Bids	July 8, 2022 2:00 P.M., 3 <sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building.

The Philippine Children's Medical Center reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. The PCMC further reserves the right to reject any and all proposals, or declare a failure of bidding, or not award the contract and makes no assurance that the contract shall be entered into as a result of this invitation without thereby incurring any liability in accordance with Republic Act No. 9184 and its IRR.

Interested bidders may obtain further information and inspect the bidding documents at PCMC-BAC Secretariat Office (Procurement Division) with **Tel. No. 8924-0870 or 8588-9900 local 361 from 8:00 am to 5:00 pm.**

**EMMA A.MARIANO, CPA, MGM-ESP**  
Chairperson, Bids and Awards Committee

**PhilHealth Accredited**





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](http://www.pcmc.gov.ph) email: [bac@pcmc.gov.ph](mailto:bac@pcmc.gov.ph)  
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

# *Instructions to Bidders*

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**COMMON MEDICAL SUPPLIES CY 2022**

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**RFP-2022-095**

## SECTION I: INSTRUCTION TO BIDDERS

### A. General

#### 1. Scope

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

RFQ No.	ITEM DESCRIPTION	Approved Budget for the Contract (ABC)
	Supply and Delivery of :	
RFQ-2022-095	COMMON MEDICAL SUPPLIES CY2022	2,461,481.52

The above Procurement Projects, the details of which are described in Technical Specifications.

#### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of Two Million Four Hundred Sixty-One Thousand Four Hundred Eighty-One Pesos and 52/100 (Php 2,461,481.52).

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget (COB)

#### 3. Eligible Bidders

- 3.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 3.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### B. Preparation of Bids

The Bidder shall submit the following **TECHNICAL and FINANCIAL COMPONENT IN A FOLDER (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).

NEGOTIATED PROCUREMENT FOR COMMON MEDICAL SUPPLIES CY 2022

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. 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)*.

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.
4. The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
    - a. The amount of not less than **two percent (2%) of the ABC of the item(s) joined**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
    - b. The amount of not less than **five percent (5%) of the ABC of the item(s) joined**, if bid security is in Surety Bond.
  5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
  6. Signed Conforme on the Terms of Reference, if applicable
  7. Omnibus Sworn Statement (Use of the Form provided is required)
  8. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA).
  9. Manufacturer's Certification or if the Bidder is not a manufacturer, authenticated copy of certification from the manufacturer as authorized or exclusive distributor or dealer of the products/items

10. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA)
11. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred.
12. Consumer guidelines regarding disposal of the supplies (*Information about how and where the used/decommissioned products/ packaging/parts can be returned for recycling and/or disposal e.g. buy-back program*)
13. Signed Conforme on the Instructions to Bidders with signature (conforme) on all pages.
14. Signed Conforme on the General Conditions of the Contract with signature (conforme) on all pages.
15. Signed Conforme on the Special Conditions of the Contract with signature (conforme) on all pages.
16. Certification for Assurance of Stocks Availability [*use of Form No. DOBA-PCMC-CAF10 is required*]
17. Return Policy [*use of Form No. DOBA – PCMC – CRF34 is required*]

Financial Documents

18. The prospective bidder's Audited Financial Statements, showing, among others, the prospective bidder's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of submission.
19. 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**

20. 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



## 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 return to PCMC the issued **USB Flash Drive** 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

**Partial Bid is Acceptable. Any bid with a financial component exceeding the ABC per line item shall not be accepted.**

### *C. 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***

One (1) Envelope containing of the following:

The **First (1<sup>st</sup>) Folder**, shall contain the original copy of Technical and Financial Components

The **Second (2<sup>nd</sup>) Folder** shall contain the duplicate copy of Technical and Financial

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

#### **COLOR CODING OF FOLDERS/ENVELOPES**

Common Medical Supplies CY 2022	<b>GREEN</b>
---------------------------------	--------------

#### **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 FOLDERS:**

as: > Technical & Financial Component  
(original)  
> Technical & Financial Component  
(duplicate)

***If bids are not sealed and marked as required, the PCMC-BAC will assume no responsibility for the misplacement or premature opening of the bid.***

1. The bidder shall submit components of its bid. The duplicates must include the same documents as that of the original set of documents. Any omission of document in the copies shall be a ground for the bidder's disqualification/ineligibility
2. The bid shall be signed and each on every page by the duly authorized representative/s of the Bidder.
3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

#### **D. Submission and Opening of Bids**

##### **1. Deadline for Submission of Bids**

Bidders shall submit on the specified date and time its physical address as indicated in Request for Quotation.

##### **2. Opening and Preliminary Examination of Bids**

- 2.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in Request for Quotation. 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.

- 2.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184

##### **3. Domestic Preference**

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.

#### **E. Evaluation And Comparison Of Bids**

##### **1. Detailed Evaluation and Comparison of Bids**

- 1.1. 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.
- 1.2. 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.
- 1.3. The Project shall be awarded as follows:  
Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

- 1.4. 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.

Conforme:

\_\_\_\_\_  
Authorized Representative  
*Signature over printed name*

Contact Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Company's Official Contact Number



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

# *General Conditions of Contract*

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**COMMON MEDICAL SUPPLIES  
CY 2022**

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**RFP-2022-095**

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

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

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

**5. Warranty**

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

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

**6. Liability of the Supplier**

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

**CONFORME:**

\_\_\_\_\_  
Authorized Representative  
*Signature over printed name*

Contact Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Company's Official Contact Number



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

## *Special Conditions of Contract*

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**COMMON MEDICAL SUPPLIES  
CY 2022**

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**RFP-2022-095**

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



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <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 shall post a 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

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



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

# *Schedule of Requirements*

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**COMMON MEDICAL SUPPLIES  
CY 2022**

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**RFP-2022-095**

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

<b>Description</b>	<b>Total ABC (Php)</b>	<b>Delivery Site</b>	<b>PCMC Requirement DELIVERY PERIOD</b>
Common Medical Supplies CY 2022	2,461,481.52	Materials Management Division, G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	Within seven (7) working days from receipt of DELIVERY ORDER SLIP

#### **DELIVERY AND ACCEPTANCE**

- Staggered delivery and staggered payment
- Supplies to be delivered should have an expiration at least one (1) year and longer or as expressed/required by the end-user.
- The Supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.
- The supplier should deliver the goods called for in the Purchase Order (PO) within seven (7) working days or as stated on Delivery Period upon receipt of approved Delivery Order Slip, faxed or personally received during office hours at the Procurement Section.
- 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

## TERMS OF REFERENCE

### CATEGORY: COMMON MEDICAL SUPPLIES (CY 2022) ONE (1) YEAR REQUIREMENT

- 1 Products to be bid shall pass the end-user's evaluation
- 2 Expiration should have at least one (1) year from date of delivery
- 3 Supplier should have a return policy for defective and near expiring supplies
- 4 The supplier shall have an established disposal and retrieval program or take back system for their products (items w/ container)
- 5 The supplier shall submit MSDS for a specified product
- 6 Product label shall bear the following informations :
  - a. Product specifications and ingredients
  - b. Manufacturing and Expiration Dates
  - c. Precautions
  - d. Instructions for proper use and disposition
- 7 Product shall not contain halogenated plastics and PVCs
- 8 Product shall be packed in suitable packaging materials which is reusable and recyclable  
Manufacturer and/or products preferably certified by an independent 3rd party Certifying body
- 9 (ISO14020, 14021, 14024, 14025 or its equivalent)
- 10 Staggered delivery, staggered payment
- 11 Quantity may increase or decrease depending on the actual utilization of the hospital

#### CONFORME:

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

\_\_\_\_\_  
Contact Number

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

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

\_\_\_\_\_  
Company's Official Contact Number



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

# *Bidding Forms*

**NEGOTIATED PROCUREMENT – TWO FAILED  
BIDDINGS**

**Various Supplies CY 2022**

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**RFP-2022-095**

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2. Statement of Single Largest Completed Government and Private Contracts.....DOBA-PCMC-SCF3a
3. Bid Securing Declaration.....DOBA-PCMC-BDF5
4. Omnibus Sworn Statement.....
5. Net Financial Contracting Capacity (NFCC)..... DOBA-PCMC-NFF4
6. Joint Venture Agreement Form .....DOBA-PCMC-JV6

## FINANCIAL COMPONENT

1. Bid Form
2. Certification for Assurance of Stocks Availability .....DOBA-PCMC-CAF10
3. Return Policy .....DOBA – PCMC – CRF34

## OTHERS

1. Contract Agreement Form
2. Performance Securing Declaration

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## INSTRUCTIONS:

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

Quezon Avenue, Quezon City

STATEMENT OF SINGLE LARGEST COMPLETED GOVERNMENT AND PRIVATE CONTRACTS

Name of Bidder: \_\_\_\_\_

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

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

Submitted by:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

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

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

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

Name of Bidder: \_\_\_\_\_

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

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

Submitted by:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

**DOBA-PCMC-SCF3b**

**150813 Rev 0**



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

Name of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**NET FINANCIAL CONTRACTING CAPACITY (NFCC) - Goods**

CURRENT ASSETS	P
less: CURRENT LIABILITIES	_____
NET CURRENT ASSETS	P
multiply by (15)	P
less: VALUE OF OUTSTANDING CONTRACTS INCLUDING YET TO BE STARTED	P
<b>NFCC</b>	P

**O R**

Commitment from a licensed bank to extend to it a credit line if awarded the contract in the amount of at least 10% of the proposed project to bid

NAME OF BANK	_____
AMOUNT	P _____

SUBMITTED BY:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

Date \_\_\_\_\_

*Note: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.*

# JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/  
[Civil Status]  
proprietor of \_\_\_\_\_ and a resident of

\_\_\_\_\_

- and -

\_\_\_\_\_, of legal age, \_\_\_\_\_, owner/  
[Civil Status]  
proprietor of \_\_\_\_\_ and a resident of

\_\_\_\_\_

THAT both parties agree to join together their manpower, equipment and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the **PHILIPPINE CHILDREN'S MEDICAL CENTER**

**NAME OF PROJECT**

**CONTRACT AMOUNT**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above-stated Projects until terminated by both parties.

**DOBA-PCMC-JVF6  
150813 Rev 0**

# JOINT VENTURE AGREEMENT

REPUBLIC OF THE PHILIPPINES ) S.S.  
CITY OF \_\_\_\_\_)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_  
affiant exhibited to me any of his/her identification documents (I.D.'s)

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

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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Series of \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

## **BID SECURING DECLARATION**

**Invitation to Bid** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

To: **BIDS AND AWARDS COMMITTEE**  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
**Quezon Avenue, Quezon City**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

**DOBA-PCMC- BDF5**  
**150813 Rev 0**

**BID-SECURING DECLARATION**

**Invitation to Bid** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Affiant [*Bidder's Representative/Authorized Signatory*]

\_\_\_\_\_  
[*Position*]

\_\_\_\_\_  
[*Name of Bidder-Company*]

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is personally known to me and was identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her \_\_\_\_\_,  
[ *type of identification card used*]

with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, \_\_\_\_\_,  
[*date issued*], [*place issued*]

IBP No. \_\_\_\_\_, \_\_\_\_\_,  
[*date issued*], [*place issued*]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

*No. 10 Technical Document: Checklist of Technical and Financial Documents*

# OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

## AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_, \_\_\_\_\_,  
[Name of Affiant] [Civil Status] [Nationality]  
and residing at \_\_\_\_\_, after  
[Address of Affiant]  
having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the duly authorized and designated representative of \_\_\_\_\_  
[Name of Bidder/Company]  
with office address at \_\_\_\_\_;  
[Address of Bidder/Company]
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for \_\_\_\_\_  
[Name of Project]  
of the \_\_\_\_\_  
[Name of the Procuring Entity]  
as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. \_\_\_\_\_ is not "blacklisted" or barred from bidding by the  
[Name of Bidder/Company]  
Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign governments/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. \_\_\_\_\_ is authorizing the Head of the Procuring  
[Name of Bidder/Company]  
Entity or its duly authorized representative(s) to verify all the documents submitted;
6. None of the owner(s), officers, members, directors, and controlling stockholders of \_\_\_\_\_ is related to the Head of the Procuring Entity, members of  
[Name of Bidder/Company]  
the Bids and Awards Committee (BAC), the Technical Working Group and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. \_\_\_\_\_ complies with existing labor laws and  
[Name of Bidder-Company]  
standards; and
8. \_\_\_\_\_ is aware of and has undertaken the  
[Name of Bidder-Company]  
following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the \_\_\_\_\_  
[Name of the Project].

9. \_\_\_\_\_ did not give or pay directly or indirectly,  
[Name of Bidder-Company]  
any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
[Bidder's Representative/Authorized Signatory]

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Place Issued \_\_\_\_\_  
IBP No. \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Place Issued \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid<sup>7</sup> N<sup>o</sup>: \_\_\_\_\_

To: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

Gentlemen and/or Ladies:

Having examined the Bidding Documents (PBDs) including Supplemental or Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned  
*[insert numbers]*

offer to \_\_\_\_\_ in conformity with the said  
*[supply/deliver/perform] [description of the Goods]*

PBDs for the sum of \_\_\_\_\_ or the  
*[total Bid amount in words and figures]*

total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to \_\_\_\_\_

*[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],*  
which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake :

- a. to deliver the goods in accordance with delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times specified in the PBDs.
- c. to abide the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*If Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>8</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.



The undersigned is authorized to submit the bid on behalf of \_\_\_\_\_  
\_\_\_\_\_ as evidenced by attached .  
*[name of the bidder]*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

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

**CERTIFICATE  
(Assurance of Stocks Availability)**

This is to certify that \_\_\_\_\_  
*[Name of Company]*

ensures availability of stocks \_\_\_\_\_  
*[Category/Specific Item]*

being bided under Invitation to Bid No. \_\_\_\_\_.

\_\_\_\_\_  
*Signature Over Printed Name (Authorized Signatory)*

\_\_\_\_\_  
*Name of Bidder-Company*

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**ACKNOWLEDGEMENT**

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

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

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

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

### CERTIFICATE OF RETURN POLICY

This is to certify that \_\_\_\_\_  
*[Name of Bidder-Company]*

shall accept the return policy conditions stated below for items being bided under

Invitation to Bid No. \_\_\_\_\_ :

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

\_\_\_\_\_  
*Signature Over Printed Name (Authorized Signatory)*

\_\_\_\_\_  
*Name of Bidder-Company*

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### ACKNOWLEDGEMENT

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

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

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
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TIN \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## CONTRACT AGREEMENT

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

one part and \_\_\_\_\_

*[name of Supplier]*

of \_\_\_\_\_

*[city and country of Supplier]*

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

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

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

i. Philippine Bidding Documents (PBDs); i. Schedule of Requirements; ii. Technical Specifications; iii. General and Special Conditions of Contract; and iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

2. In consideration for the sum of \_\_\_\_\_  
[total contract price in words and figures]

or such other sums as may be ascertained, \_\_\_\_\_  
[Named of the bidder]

agrees to \_\_\_\_\_  
[state the object of the contract]

in accordance with his/her/its Bid.

**CONTRACT AGREEMENT**

4. The Philippine Children’s Medical Center (PCMC) agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

\_\_\_\_\_  
(Insert Name and Signature)

\_\_\_\_\_  
(Insert Name and Signature)

\_\_\_\_\_  
(Legal Capacity)

\_\_\_\_\_  
(Legal Capacity)

for:

for:

\_\_\_\_\_  
(Philippine Children’s Medical Center)

\_\_\_\_\_  
(Name of Supplier)

**ACKNOWLEDGMENT**

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

Company ID \_\_\_\_\_  
Driver’s License \_\_\_\_\_  
Senior Citizen ID \_\_\_\_\_  
Passport No. \_\_\_\_\_  
Any other valid ID \_\_\_\_\_

Notary Public \_\_\_\_\_  
Until \_\_\_\_\_  
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TIN \_\_\_\_\_

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## **Performance Securing Declaration**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*