



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

Request for Quotation

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

**Supply, Delivery, Installation, Testing and
Commissioning of Two (2) Units of Energy
Recovery Ventilator (ERV), Floor Mounted,
Wheel Type**

RFQ-2024-120



Republic of the Philippines
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Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

REQUEST FOR QUOTATION

The **Philippine Children's Medical Center (PCMC)**, through its Bids and Awards Committee (BAC) invites interested suppliers to apply for eligibility and to participate in the negotiation for the project below. Source of funding is through the **COB CY 2024**.

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.	QTY	UNIT	ITEM DESCRIPTION	ABC Per Unit	TOTAL ABC
RFQ-2024-120	2	Unit	Supply, Delivery, Installation, Testing and Commissioning of <i>Energy Recovery Ventilator (ERV)</i> , Floor Mounted, Wheel Type	1,750,000.00	3,500,000.00

The schedule of activities is as follows:

ACTIVITIES	SCHEDULE
Posting of Request for Quotation	December 4, 2024
Issuance and Availability of Request for Quotation	December 4, 2024
Preliminary Conference	December 9, 2024 at 10:00 AM Video Conference via Zoom Application Meeting ID: 946 4948 4105 Passcode: 139155
Submission of Technical and Financial Component Documents	On or before December 16, 2024 at 1:30PM Guard-on-Duty, 3rd Floor, Procurement Division Area PCMC Main Building
Opening of Quotations	December 16, 2024 at 2:00PM 3rd 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 request. The PCMC further reserves the right to reject any and all quotations, or declare a failure of negotiation, or not award the contract and makes no assurance that the contract shall be entered into as a result of this request without thereby incurring any liability in accordance with Republic Act No. 9184 and it's IRR.

Interested bidders may obtain further information and inspect the bidding documents at:

PCMC-BAC Secretariat Office (Procurement Division)
3rd Floor, Procurement Division Area
PCMC Main Building, Quezon Avenue cor.
Senator Miriam P. Defensor-Santiago Avenue, Quezon City
Trunk line: 8588-9900 Loc. 1332
Mobile Number: +939178423248
E-mail Address: pcmcbac@gmail.com


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

PhilHealth Accredited





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Instructions to Bidders

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

**Supply, Delivery, Installation, Testing and
Commissioning of Two (2) Units of Energy
Recovery Ventilator (ERV), Floor Mounted,
Wheel Type**

RFQ-2024-120

SECTION I: INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope

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

RFQ No.	QTY	UNIT	ITEM DESCRIPTION	ABC Per Unit	TOTAL ABC
RFQ-2024-120	2	Unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type	1,750,000.00	3,500,000.00

The above Procurement Project/s, 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 2024 in the amount of Three Million Five Hundred Thousand Pesos (Php 3,500,000.00)**.
- 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 FOLDER (ARRANGED, NUMBERED AND TABBED)** *[Strictly NO using of staple wire and thick materials for tabs]* as enumerated below:

I. TECHNICAL COMPONENT

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).
2. Registration Certificate from the Department of Trade and Industry (DTI) or Securities and Exchange Commission (SEC), whichever may be appropriate under existing laws of the Philippines
3. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for Exclusive Economic Zones or Areas.

4. CY 2023 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS)
5. 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**.

Technical Documents

6. 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*)
7. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid 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*)

Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
8. 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**, 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**, if bid security is in Surety Bond.
 9. Duly accomplished and signed Production/ Delivery Schedule using the form as provided
 10. Duly accomplished and signed Technical Specification using the form as provided
 - i. Certification of Availability of demo unit/site visit (*use of Form provided*)
 - ii. Affidavit of Site Inspection (use of Form no. DOBA PCMC SIF22 is required)
 - iii. Signed conforme on the attached Engineering
 - iv. Brochures/sales literature reflecting the technical)
 11. 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*)

12. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.

Note: Certification issued by PCMC – Materials Management Division must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.

12. Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer, or its equivalent.
13. Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment, or its equivalent
14. Duly notarized Certificate from Principal Manufacturer/ Distributor that the brand has been present for at least five (5) years in the local/ international market and model being bided is currently in use in the local/international market with at least one (1) installation in the Philippines, preferably within NCR area (Please specify and submit supporting documents)
15. Certificate from the Principal Manufacturer duly notarized from country of origin:
 - i. All the terms and conditions stated in the bidding documents per IRR of RA 9184 and corresponding contract for the project shall be honored by the Principal Manufacturer, including in the event that a change of dealership will occur during the duration of the contract up to the warranty and preventive maintenance period;
 - ii. The expected useful life of the equipment under normal use (indicate normal capacity, i.e. number of patients, operating hours, other considerations);
 - iii. Guarantee on availability of all spare parts, accessories and consumables at least for the next five (5) years from testing, commissioning, acceptance and delivery;
 - iv. That it has competence in handling and providing technical support as well as maintenance of the equipment being offered; and
 - v. Consumer guidelines regarding disposal of the equipment (Information about how and where the used and decommissioned products/ parts can be returned for recycling and/ or disposal (e.g. buy-back program of the product after end of useful life).
16. Duly notarized Certificate from Bidder:
 - i. That parts, accessories and consumables are readily available at the authorized Philippine service center/s for a period of five (5) years after the warranty period;
 - ii. That it has available competent in-house technical specialists in handling and providing technical support as well as maintenance of the equipment being offered;
 - iii. That it will conduct training for proper operation and maintenance to end-users of the equipment upon delivery; and
 - iv. That it will provide replacement/back-up unit while the delivered unit is being repaired.
 - v. Consumer guidelines regarding disposal of the equipment (Information about how and where the used and decommissioned products/ parts can be returned for recycling and/ or disposal (e.g. buy-back program of the product after end of useful life).
16. The Recurring and Maintenance Costs (*use of Form DOBA – PCMC – RMF8 is required*)
17. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [*use of Form DOBA – PCMC – LCF9 is required*].
18. Instructions to Bidders with signature (conforme) on all pages.
19. General Conditions of the Contract with signature (conforme) on all pages.
20. Special Conditions of the Contract with signature (conforme) on all pages
21. Duly signed and fully filled out acknowledgment on PCMC's Advisory regarding fraudulent solicitations.

Financial Documents

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

OR

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

Class "B" Documents

25. 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 the 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

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

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

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

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 two (2) folders:

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

The **Second (2nd) Folder**, shall contain the duplicate copy of Technical and Financial Components

All copies should be certified as true copy



LABEL ON THE ENVELOPE/S:

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

IDENTIFY THE ENVELOPES:

as: > Technical and Financial Components
 (original)
 > Technical and Financial Components
 (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

The 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 shall be submitted for each lot or item separately.

- 1.3. The descriptions of the lots or items shall be indicated in Technical Specifications, although the ABCs of these lots or items are indicated 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.
- 1.4. The Project shall be awarded as follows:
 - Option 1 - One Project having several items that shall be awarded as one contract.
- 1.5. 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.

F. AWARD OF CONTRACT

1. 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.

CONFORME:

Authorized Signatory (Signature over printed name)

Contact No:

Name of Company/Firm

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

Company's Official Contact No.



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General Conditions of Contract

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

**Supply, Delivery, Installation, Testing and
Commissioning of Two (2) Units of Energy
Recovery Ventilator (ERV), Floor Mounted,
Wheel Type**

RFQ-2024-120

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

CONFORME:

Authorized Signatory (Signature over printed name)

Contact No:

Name of Company/Firm

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

Company’s Official Contact No.



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Special Conditions of Contract

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Special Conditions of Contract

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

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

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

Incidental Services –

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

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

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

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

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

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

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

Packaging –

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

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

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

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.

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.

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>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows : Thirty to Forty-Five (30 – 45) calendar days from submission of documentary requirements</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. 2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
5	<p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier</p> <p>The obligation of the winning bidder for the warranty shall be covered by retention money required of under RA9184 Sec. 62.1.</p> <p>The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>

CONFORME:

Authorized Signatory (Signature over printed name)

Contact No:

Name of Company/Firm

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

Company's Official Contact No.



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

Schedule of Requirements

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

**Supply, Delivery, Installation, Testing and
Commissioning of Two (2) Units of Energy
Recovery Ventilator (ERV), Floor Mounted,
Wheel Type**

RFQ-2024-120

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

RFQ No.	QTY	UNIT	ITEM DESCRIPTION	ABC Per Unit	TOTAL ABC
RFQ-2024-120	2	Unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type	1,750,000.00	3,500,000.00

Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's Offer <i>(Within the acceptable period)</i>
Materials and Management Division G/F PCMC, Quezon Avenue, cor. Sen.Miriam P. Defensor-Santiago Avenue, Quezon City	Within Thirty (30) Calendar days upon receipt of the Purchase Order/Notice to Proceed	

DELIVERY AND ACCEPTANCE

- The supplier should deliver the goods called for in the Purchase Order (PO) within the Delivery Period, as offered, upon receipt of approved Purchase Order (PO) through faxed or personally received during office hours at the Procurement Division.
- All goods delivered pursuant to the Purchase Order (PO) shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

CONFORME:

 Authorized Signatory (Signature over printed name)

 Contact No:

 Name of Company/Firm

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

 Company's Official Contact No.



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Technical Specifications

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

**Supply, Delivery, Installation, Testing and
Commissioning of Two (2) Units of Energy
Recovery Ventilator (ERV), Floor Mounted,
Wheel Type**

RFQ-2024-120

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

**TECHNICAL SPECIFICATIONS
RFQ-2024-120**

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

PCMC REQUIREMENT		BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS	
QTY	UNIT	Item Description	
2	unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type	
		A. Specifications of the Main Equipment	
		Energy Recovery Ventilator - ERV#1 & ERV#2	
		I. Supply Air Fan Section:	
		1.	System shall have an Air Flow Capacity of minimum 3,220 cfm (ERV-1), and minimum 4,320 cfm (ERV-2)
		2.	Both system shall have at least Dry Bulb Temperature of 29.10 C and Wet Bulb Temperature of 22.30 C
		3.	System shall have at least a filter system rated of MERV-13 type or better
		4.	Shall have a control system using Variable Speed Drive type
		5.	Shall have External Static Pressure of at least 500 Pascal
		6.	Both with High Performance Cooling Fan Motor with Power Rating at least (ERV-1) 5.5 kw and (ERV-2) 7.5 kw
		II. Return Air Section	
		1.	System shall have an Air Flow Capacity of minimum (ERV-1) 2,375 cfm and (ERV-2) 3,750 cfm
		2.	Both system shall have at least Dry Bulb Temperature of 26 Celsius and Wet Bulb Temperature of 19 Celsius
		3.	System shall have at least a filter system rated of MERV-8 type or better
		4.	With percentage range of Relative Humidity Level between 45% to 55%
		III. Outdoor Section	
		1.	System shall have an Air Flow Capacity of minimum of (ERV-1) 3,220 cfm and (ERV-2) 4,320 cfm
		2.	Both system shall have at least Dry Bulb Temperature of 35 Celsius and Wet Bulb Temperature 29 Celsius
		IV. Exhaust Air Fan Section	
		1.	System shall have an Air Flow Capacity of minimum of (ERV-1) 2,375 cfm and (ERV-2) 3,750 cfm
		2.	Shall have a control system using Variable Speed Drive type
		3.	Shall have External Static Pressure of at least 500 Pascal
		4.	Both with High Performance Cooling Fan Motor with Power Rating at least (ERV 1) 3.0 kw and (ERV-2) 4.0 kw
		V. Energy Recovery Wheel Section	
		1.	Both ERV system shall have Percentage Sensible Efficiency at least (ERV-1) 68.2 and (ERV-2) 71.7
		2.	Both ERV system shall have Percentage Lotent Efficiency Lotent at least (ERV-1) 65.8 and (ERV-2) 67.2
		3.	ERV shall have Range Wheel Rotation Speed between 20 RPM-25 RPM
		4.	Shall have minimum Power Rating for Drive Motor of 0.09 Kw
		1.	Weight:
		a.	ERV-1 is maximum 800 kg
		b.	ERV-2 is maximum 900 kg
		2.	System shall operate at 230 Volts 3-Pin Power Plug/Cable, 60 Hertz (If the proposed equipment is more than 230V then contractor MUST supply step-transformer whenever necessary)

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

**TECHNICAL SPECIFICATIONS
RFQ-2024-120**

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

PCMC REQUIREMENT			BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS
QTY	UNIT	Item Description	
2	unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type	
		3. All electrical components and mechanical parts should be of heavy duty, durable type, maintainable and serviceable	
		4. Power Consumption: <i>(Must be clearly stipulated)</i>	
		Other Specifications: <i>(please indicate if applicable)</i>	
		BRAND:	
		MAKE/MODEL:	
		B. Scope of Works	
		1. Supplier shall provide and install standard vibration concrete pad and other necessary works to put the system into full operation MUST be included.	
		2. Supplier shall ensure that the new ERV System shall be compliant with the available target space prior to installation. Site planning and inspection on site is mandatory.	
		3. Supplier shall perform tapping works for the existing ventilation duct of the airconditioning system	
		4. Supplier shall perform complete restoration works in case the installation of ERV system will require removing of existing structures and fixtures.	
		5. Supply and Installation of Electrical Line and Cabling for the equipment shall be shouldered by Supplier	
		C. Accessories to be provided per unit	
		1. Transformer (step up /step down) unit whenever necessary <i>Brand/Model:</i>	
		2. Automatic Voltage Regulator (AVR), as per manufacture's recommendation <i>Brand/Model:</i>	
		3. Transient voltage surge suppressor (TVSS) <i>Brand/Model:</i>	
		4. Main power breaker NEMA panel complete <i>Brand/Model:</i>	
		D. Warranty	
		1. Two (2) years warranty on parts, PM services and emergency service calls	
		2. Quarterly Preventive Maintenance and Certificate of Calibration, Testing and Adjustment must be provided within warranty period	

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

NAME OF COMPANY **ADDRESS**

SIGNATURE OVER PRINTED NAME **TELEPHONE / FAX NO.**

PRICE SCHEDULE

(For Goods Offered from Abroad)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER						NAME OF BIDDER :				
INVITATION TO BID NO. : RFQ-2024-120										
1		2	3	4	5	6	7	8	9	10
Qty	Unit	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 6)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 9)
2	unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type Total ABC = P3,500,000.00 (P1,750,000.00/unit)								
<ul style="list-style-type: none"> • Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 						TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):				
<ul style="list-style-type: none"> • PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 						<i>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</i>				

PRICE SCHEDULE

(For Goods Offered from within the Philippines)

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER							NAME OF BIDDER :				
INVITATION TO BID NO. : RFQ-2024-120											
1	2	3	4	5	6	7	8	9	10	11	
Qty	Unit	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Price, per unit (col 6+7+8+ 9)	Total Price delivered Final Destination (col 10) x (col 1)
2	unit	Supply, Delivery, Installation, Testing and Commissioning of Energy Recovery Ventilator (ERV), Floor Mounted, Wheel Type Total ABC = P3,500,000.00 (P1,750,000.00/unit)									
<ul style="list-style-type: none"> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; 							TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):				
<ul style="list-style-type: none"> PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government. 							NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE				