

Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Bids and Awards Committee Quezon Avenue, Quezon City 1100

website: <u>www.pcmc.gov.ph</u> email: <u>bac@pcmc.gov.ph</u> Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

# **Bidding Forms**

# Supply and Delivery of Various Medical Equipment

## TABLE OF CONTENTS

### **TECHNICAL COMPONENT**

1.	Statement of On-going Government and Private Contr	racts including
	Contracts Awarded but not yet started	DOBA-PCMC-SCF3b
2.	Statement of Single Largest Completed Government	and Private
	Contracts	DOBA-PCMC-SCF3a
3.	Bid Securing Declaration	DOBA-PCMC-BDF5
4.	Certification of Availability of demo unit	DOBA-PCMC-DUF11
5.	Omnibus Sworn Statement	
6.	Net Financial Contracting Capacity (NFCC)	DOBA–PCMC–NFF4
7.	Joint Venture Agreement Form	DOBA-PCMC-JV6

### FINANCIAL COMPONENT

- 1. Bid Form
- 2. The Recurring and Maintenance Costs......DOBA-PCMC-RMF8
- 3. List of Consumables (PARTS/ACCESSORIES/SUPPLIES).....DOBA-PCMC-LCF9

#### **OTHERS**

- 1. Contract Agreement Form
- 2. Performance Securing Declaration

#### **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: \_\_\_\_\_

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

DOBA-PCMC-SCF3a 150813 Rev 0

Date\_\_\_\_\_

Page 1 of 1

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

STATEMENT OF <u>ON-GOING</u> 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 b. Address	a. Nature of Work/ Kind of Contract/ Kind of Goods Sold	Bidder's Role	Date Awarded	Period Covered/ Duration of	Contract Amount	Value of Outstanding Contract
	c. Contact Nos.	b. Indicate if "Similar" or "Not Similar")			Contract	/ inouni	(refers to unfinished portion of contract)
	a.						
	b.	a.					
	C.	b.					
	а.						
	b.	- a.	-				
	С.	b.					
	а.						
	b.	a.					
	С.	b.					
	а.	- a.					
	b.	a.					
	С.	b.					
	а.	- a.					
b.	b.	a.					
	С.	b.				ļ	
	а.	- a.					
	b.						
	C.	b.					

*Instructions:* 1. Completely fill-up the form.

2. Photocopy this form if additional sheet is necessary.

Submitted by:

DOBA-PCMC-SCF3b

150813 Rev 0

Signature over Printed Name of Authorized Representative

#### No. 13. Financial Document: Checklist of Technical and Financial Documents

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

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

Р

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

proprietor of	, of legal age, _	, owner/ [Civil Status] 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.

## 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	

Doc. No.\_\_\_\_\_ Page No.\_\_\_\_\_ Book No.\_\_\_\_\_ Series of \_\_\_\_\_ No. 7. Technical Document: Checklist of Technical and Financial Documents

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.

## **BID-SECURING DECLARATION**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Philippines. 20\_\_\_\_ at \_\_\_\_\_

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. \_\_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_\_

Doc. No. \_\_\_\_ Page No. Book No. \_\_\_\_ Series of \_\_\_\_. No. 9iii. Technical Document: Checklist of Technical and Financial Documents

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

## Availability of Demo Unit

This is to certify that \_\_\_\_\_

[Name of Bidder-Company]

will provide demo unit of the following bided equipment on the given schedule by Philippine Children's Medical Center – Bids and Awards Committee (PCMC-BAC).

ITEM	DESCRIPTION OF EQUIPMENT	MODEL

I also certify that the equipment to be presented during the demo is/are exactly the same item/s being offered including required attachments and accessories.

I further certify that we accept other conditions set forth by PCMC-BAC in the conduct of the product evaluation, such as, but not limited to site and duration of inspection/evaluation etc.

Non-compliance to above provisions may be a ground for disqualification.

Signature Over Printed Name	
(Authorized Signatory)	

Date\_\_\_\_\_

## **OMNIBUS SWORN STATEMENT**

PUBI TY/N	MUNICIPALITY OF) S.S.
	A F F I D A V I T
	of legal age.
	, of legal age,,
d re	esiding at, at, at
	g been duly sworn in accordance with law, do hereby depose and state that:
1.	I am the duly authorized and designated representative of
	in the 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 participate, submit the bid, and to sign and execute the ensuing contract
	[Name of Project]
	of the [Name of Project] [Name of the Procuring Entity]
	as shown in the attached [state title of attached document showing proof of authorization (e
	duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power Attorney, whichever is applicable)];
3.	Attorney, whichever is applicable)];
3.	Attorney, whichever is applicable)];
	Attorney, whichever is applicable)]; is not "blacklisted" or barred from bidding by [Name of Bidder/Company] Government of the Philippines or any of its agencies, offices, corporations, or Local Governm Units, foreign governments/foreign or international financing institution whose blacklisting ru have been recognized by the Government Procurement Policy Board, by itself or by relation membership, association, affiliation, or controlling interest with another blacklisted person
	Attorney, whichever is applicable)];       is not "blacklisted" or barred from bidding by         [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 run have been recognized by the Government Procurement Policy Board, by itself or by relation membership, association, affiliation, or controlling interest with another blacklisted person entity as defined and provided for in the Uniform Guidelines on Blacklisting;         Each of the documents submitted in satisfaction of the bidding requirements is an authentic condition of the original, complete, and all statements and information provided therein are true and correct of the original, complete, and all statements and information provided therein are true and correct or statements is a statement of the original.
4.	Attorney, whichever is applicable)]; is not "blacklisted" or barred from bidding by [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 ru have been recognized by the Government Procurement Policy Board, by itself or by relation membership, association, affiliation, or controlling interest with another blacklisted personnentity as defined and provided for in the Uniform Guidelines on Blacklisting; Each of the documents submitted in satisfaction of the bidding requirements is an authentic configuration of the original, complete, and all statements and information provided therein are true and correct
4.	Attorney, whichever is applicable)];
4. 5.	Attorney, whichever is applicable)];
4. 5.	Attorney, whichever is applicable)];
4. 5. 6.	Attorney, whichever is applicable)];
4. 5. 6.	Attorney, whichever is applicable)];

ents, np. ippi ıg 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].

[Name of Bidder-Company]

9. \_\_\_\_\_

\_\_\_\_\_ did not give or pay directly or indirectly,

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**

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

[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,

Bid. The total bid price includes the cost of all taxes, such as, but not limited to\_\_\_\_\_

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: \_\_\_\_\_

PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon avenue, Quezon City

#### **RECURRING and MAINTENANCE COST** (Understood to be AFTER WARRANTY)

## Name of Supplier:

Name	U.	oupplier.	•
Name	of	Project:	

ltem No.	Equipment Item	Equipment Part/s	Year when Replacement will Most Probably be Needed	Frequency of Replacement (Interval)	Cost of the Part/s (Php)	Cost of Labor (Php)	Total Costs to the Client (PCMC) (Php)

Signature over Printed Name of Authorized Representative

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

PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon avenue, Quezon City

### LIST OF CONSUMABLES (PARTS/ACCESSORIES/SUPPLIES) (Required in the Use of the Equipment)

\_\_\_\_

Name of Supplier: \_\_\_\_\_

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

ltem E No.			Frequency of		Availabil che	Available of Item/s after five (5) years		
	Equipment Item	Consumables Item/s	Replacement (Interval) FOR PARTS/ ACCESORIES	Cost (Php)	Exclusive from your Company	Available from any other sources	Generic Item/s that can be used as an Alternative	(Please indicate as AVAILABLE <u>OR</u> NO LONGER AVAILABLE

Signature over Printed Name of	
Authorized Representative	

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

DOBA-PCMC-LCF9
150813 Rev 0

#### **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.
- The following documents as required by the 2016 revised Implementing Rules and Regulations of 2. 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.
- 3.

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 Nan	ne and Signature)		(Insert Name and Signature)
(Legal Ca	pacity)		(Legal Capacity)
for:		for:	
(Philippine Chil	dren's Medical Center)		(Name of Supplier)
	ACK	NOWLDEGMEN	Г
	D SWORN TO before me y of) his/her identification		
Dr Sei Pas	mpany ID iver's License nior Citizen ID ssport No.		- 
		Notary Until PTR No Date Place TIN	
Doc. No 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]

**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]



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

# **SECTION I**

# Invitation to Bid

Supply and Delivery of Various Medical Equipment



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

Quezon Avenue, Quezon City 1100 website: <u>www.pcmc.gov.ph</u> email: <u>officeofthedirector@pcmc.gov.ph</u> Trunkline: 588-9900 DirectLine: 924-0836 Fax No: 924-0840

#### **INVITATION TO BID**

#### VARIOUS MEDICAL EQUIPMENT

1. The **Philippine Children's Medical Center (PCMC)** through **GAA CY 2021** intends to apply the sum of **Eighty-Four Million Five Hundred Thousand Pesos (Php 84,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

IB No.	Qty	Unit	Item Description	ABC per Unit (Php)	Total ABC (Php)	Cost of Bidding Documents
Supply, Deliv	ery, I	istallat	tion and Commissioning of:		*	
IB-2021-082	1	unit	Fluoroscopy Machine (Digital Dual Tube)	40,000,000.00	40,000,000.00	25,000.00
Supply and D	eliver	y of:				
IB-2021-083	1	unit	C-Arm Xray Machine including table	20,000,000.00	20,000,000.00	25,000.00
IB-2021-084	1	unit	Portable Xray Machine DR	11,000,000.00	11,000,000.00	25,000.00
IB-2021-085	1	unit	Ultrasound Machine High-End	13,000,000.00	13,000,000.00	25,000.00
IB-2021-086	1	unit	Ultraviolet Germicidal Irradiation Disinfection System	500,000.00	500,000.00	500.00

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Delivery of the Goods is required within Sixty to Ninety (60 90) calendar days. Bidders should have completed, within the past two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting June 17, 2021 upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

**PhilHealth Accredited** 



- The Philippine Children's Medical Center will hold a Pre-Bid Conference on June 25, 2021 at 1:30 P.M. through video conferencing via google meet (meet.google.com/trm-aqgx-sdp) which shall be open to prospective bidders.
- Bids must be duly received through manual submission on or before July 7, 2021, 1:00 P.M., Guard-on-Duty, 3<sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on July 7, 2021, 1:30 P.M. 3<sup>rd</sup> Floor, Function Hall, PCMC Main Building. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain the transmission of COVID-19, we will strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask and face shield and shall pass the triage areas as required prior entering PCMC Premises.
- 10. The **Philippine Children's Medical Center (PCMC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Procurement Division 3<sup>rd</sup> Floor, PCMC Main Building Quezon Avenue, cor. Agham Road Quezon City Trunkline : 8588-9900 local 361 / 355 Fax Number: 8924-0870 Email: pcmcbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Document : <u>www.pcmc.gov.ph</u> www.philgeps.gov.ph

June 16, 2021

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

IB-2021-082 to IB-2021-086

Page 2 of 2



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

# **SECTION II**

# **Instructions to Bidders**

# Supply and Delivery of Various Medical Equipment

#### 1. Scope of Bid

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

IB No.	Qty	Unit	Item Description	Total ABC			
Supply, Delivery, Installation and Commissioning of:							
IB-2021-082	1	unit	Fluoroscopy Machine (Digital Dual Tube)	40,000,000.00			
Supply and Delivery of:							
IB-2021-083	1	unit	C-Arm X-ray Machine including table	20,000,000.00			
IB-2021-084	1	unit	Portable X-ray Machine DR	11,000,000.00			
IB-2021-085	1	unit	Ultrasound Machine High-end	13,000,000.00			
IB-2021-86	1	unit	Ultraviolet Germicidal Irradiation Disinfection System	500,000.00			

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

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below in the amount of **Eighty-Four** Million Five Hundred Thousand Pesos (Php 84,500,000.00).
- 2.2. The source of funding is:a. GOCC and GFIs, the Corporate Operating Budget.

#### **3.** Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on June 25, 2021 at 1:30 P.M. through video conferencing via google meet (*meet.google.com/trm-aqgx-sdp*) which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

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

#### **10.** Documents comprising the Bid: Eligibility and Technical Components

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

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

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

#### **13.** Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion

of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15.** Sealing and Marking of Bids

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

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

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

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

COLOR CODING OF FOLDERS/ENVELOPES BLUE

#### LABEL ON THE ENVELOPE/S:

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

#### **IDENTIFY THE ENVELOPES:**

as: > Technical Component Requirements (original and copy 1) > Financial Component Requirement (original, copy 1 and copy 2)

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

#### **18.** Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

#### **CONFORME:**

Authorized Signatory Signature over printed name

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: <u>www.pcmc.gov.ph</u> email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

# **SECTION III**

# **Bid Data Sheet**

# Supply and Delivery of Various Medical Equipment

## **Bid Data Sheet**

ITB Clause										
5.3	For this put	rpose	, conti	acts s	similar to the Proje	ct shall be:				
	a. Supply and delivery of <i>various laboratory / hospital / medical / radiological / dental equipment</i>									
		<ul> <li>b. completed within <i>the last two (2) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>								
7.1	Subcontract	ting is	s not a	llowe	d.					
12	The Bid pri Philippine			ods sı	pplied from outsic	le of the Philipp	ines sha	ll be qu	oted in	
14.1	The bid sec forms and a	•		be in	the form of a Bid S	Securing Declar	ation, or	any of	the followi	ng
	IB No.	Qty	Unit		Item Description     Total ABC     Bid Security Amount in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit (2% of ABC)     Bid Security Bid Security Amount in Surety Bond (2 of ABC)					
	Supply, De	eliver	y, Inst	allatio	on and Commission	ing of:				
	IB-2021- 082	1	unit	(Dig	roscopy Machine sital Dual Tube)	40,000,000.00	800,	000.00	2,000,000.	.00
	Supply and	d Deli	ivery (	1						
	IB-2021- 083	1	unit		C-Arm X-ray Machine including table 20,000,000.0			000.00	1,000,000.	00
	IB-2021- 084	1	unit		able X-ray hine DR	11,000,000.00	220,	000.00	550,000.	.00
	IB-2021- 085	1	unit		asound Machine 1-end	13,000,000.00	260,	000.00	650,000.	.00
	IB-2021- 086	1	unit	Ultraviolet Germicidal Irradiation 500,000.00 10,000.00 25,00 Disinfection System				25,000.	.00	
19.3	Supply and	l Deli	very o	of the	following:					
	IB No		Qty	Unit	Item	Description		Tota	l ABC	
	Supply, Delivery, Installation and Commissioning of:									
	IB-2021-0821unitFluoroscopy Machine (Digital Dual Tube)40,000,000.00									
	Supply and Delivery of:									
	IB-2021-0831unitC-Arm X-ray Machine including table20,000,000.00									
	IB-2021-	IB-2021-0841unitPortable X-ray Machine DR11,000,000.00								
	IB-2021-	-085	1	unit	Ultrasound Machir	ne High-end		13,000	),000.00	
	IB-2021-	-086	1	unit	Ultraviolet Germic Disinfection System			500	),000.00	
									_	

20.2	The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following:
	1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months
	Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.
21.2	No additional contract documents relevant to the Project

#### **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\_\_email: pcmchac@gmail.com

website: <u>www.pcmc.gov.ph</u> email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

# **SECTION IV**

# General Conditions of Contract

# Supply and Delivery of Various Medical Equipment

#### **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

Name of Company/Firm



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# **SECTION V**

# Special Conditions of Contract

# Supply and Delivery of Various Medical Equipment

## GCC Clause 1 **Delivery and Documents –** 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: For Goods Supplied from Abroad "The delivery terms applicable to the Contract are DDP delivered to PCMC. In accordance with INCOTERMS." For Goods Supplied from Within the Philippines, "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." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The details of shipping and/or other documents to be furnished by the Supplier are as follows: *For Goods supplied from within the Philippines:* 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: (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. **Note:** [For Ultrasound Machine (High-End)] Original copy of Certification of Availability of service unit in case of equipment breakdown requiring more than one (1) week of repair during the warranty period and under preventive maintenance contract postwarranty period (iv) Original copy of Certificate of Calibration, Testing and Adjustment (v) Original copy of certificate of preventive maintenance during the warranty period. (vi) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment. (vii) Original and two (2) copies in English Language: a. User's Manual (Hard copy) b. Operation's Manual (hard copy) c. Service Manual with CD Diagram (viii) Original Copy of Certification as locally manufactured For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity,

vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc.

# **Special Conditions of Contract**

Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:
(i) Original copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
<ul> <li>(ii) Original copy of the Manufacturer's and/or Supplier's warranty certificate on parts and services, including accessories starting from final acceptance</li> </ul>
(iv) Original copy of Certification of Availability of Replacement/ Back-up unit while the provided unit/s is/are being repaired.
Note: [For Ultrasound Machine (High-End)] Original copy of Certification of Availability of service unit in case of equipment breakdown requiring more than one (1) week of repair during the warranty period and under preventive maintenance contract post-warranty period
(v) Original copy of Certificate of Calibration, Testing and Adjustment
(vi) Original copy of certificate of preventive maintenance during the warranty period.
(vii) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment.
(viii) Original and two (2) copies of:
a. User's Manual in English language,
b. Operation's Manual (hard copy)
c. Service Manual with CD Diagram
(ix) Copy of Proof of Payment of Import Duties from Bureau of Customs / Bill of Lading.
For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Property and Supply Section / Procurement Section.
Incidental Services –
The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.
<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul>
<ul> <li>Supplier of any warranty obligations under this Contract; and</li> <li>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.</li> <li>f. [Specify additional incidental service requirements, as needed.]</li> </ul>
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:
<ul> <li>advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost 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.
	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.
	Intellectual Property Rights –
	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.
2.2	The terms of payment shall be as follows : Thirty to Forty-Five $(30 - 45)$ calendar days from submission of documentary requirements
3	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.
4	The inspections and tests that will be conducted are:
	<ol> <li>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</li> </ol>
	2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
5	Winning bidder has to choose the following mode (as checked) as the form of retention money required of under R.A 9184 Sec. 62.1
	<ul><li>[ ] Bank Guarantee</li><li>[ ] 5% Deduction from claims</li></ul>
	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.

#### **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: <u>www.pcmc.gov.ph</u> email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

### **SECTION VI**

# Schedule of Requirements

### Supply and Delivery of Various Medical Equipment

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

Item No.	IB No. Qty		Unit	Item Description	Total ABC		
	Supply, Delivery, Installation and Commissioning of:						
1	IB-2021-082	21-082   1   unit   Fluoroscopy Machine (Digital Dual Tube)					
	Supply and Delivery of:						
2	IB-2021-083	1	unit	C-Arm X-ray Machine including table	20,000,000.00		
3	IB-2021-084	1	unit	Portable X-ray Machine DR 11,000,00			
4	IB-2021-085	1	unit	Ultrasound Machine High-end 13,000			
5	IB-2021-086	1	unit	Ultraviolet Germicidal Irradiation Disinfection System	500,000.00		

Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's Offer (specify definite offer on delivery schedule)
Materials and Management Division G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	For Item No. 1 Sixty to Ninety (60 – 90) calendar days For Item Nos. 2 to 5 Forty-Five to Sixty (45 -60) calendar days	

#### **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 upon receipt of approved Purchase Order (PO) through faxed or personally received during office hours at the Procurement Section.
- 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.

#### NAME OF COMPANY

#### ADDRESS

COMPANY'S EMAIL ADDRESS

TEL. NO. / FAX NO.

AUTHORIZED REPRESENTATIVE (Signature over Printed Name)

MOBILE NO. / EMAIL ADDRESS



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: pcmchac@gmail.com

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## **SECTION VII**

# **Technical Specifications**

## Supply and Delivery of Various Medical Equipment



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

### **SECTION VIII**

## Checklist of Technical and Financial Documents

Supply and Delivery of Various Medical Equipment

### **Checklist of Technical and Financial Documents**

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

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

- 1. Valid PhilGEPS Registration Certification (Platinum Membership) and its Annex A. <u>or</u>
- 2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

3. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for Exclusive Economic Zones or Areas.

and

4. Valid Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR.

#### Note:

In the event the bidder opted to submit only requirement nos. 2 to 4 Legal Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain a postqualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (Pursuant to GPPB Circular 07-2017 dated 31 July 2017)

#### Technical Documents

- 5. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Use of Form No. DOBA-PCMC-SCF3b is required)
- 6. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within **two (2) years** prior to bid opening (use of Form No. DOBA-PCMC-SCF3a is required).
- 7. Bid Security (Refer to BDS Clause 14.1)
- 8. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI

- 9. Duly accomplished and signed Technical Specification using the form as provided for in Section VII
  - *Note:* Bidder shall return back to PCMC the issued USB Flash Drive containing the soft copy of their accomplished Technical Specifications (in excel format).
  - i. Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer duly authenticated by the Philippine Consulate in the country of origin;
  - ii. 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 two (2) installations in the Philippines, preferably within NCR area (Please specify and submit supporting documents);
  - iii. Certification of Availability of demo unit (use of Form No. DOBA-PCMC-DUF11 is required)
- 10. Omnibus Sworn Statement (Use of the Form provided is required)
- 11. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.
  - *Note:* Certification issued by PCMC Procurement Section 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.

#### Financial Documents

- 12. 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;
- 13. 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**

14. For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. (*Use of Form No. DOBA-PCMC-JVF6 is required*).

Each partner of the joint venture shall submit their legal eligibility documents or Certificate of PhilGEPS Registration (Platinum Membership). The submission of technical and financial eligibility documents by any of the joint venture partners shall constitute compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

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

#### **II. FINANCIAL COMPONENT ENVELOPE**

- 1. Duly accomplished and signed Bid Form
- 2. Duly accomplished and signed Price schedule. (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.
- 3. Current and Valid Certificate of Manufacturer's compliance with ISO and/or other Standards/Conformance /Safety Requirements for the equipment
- 4. Certificates of FDA and CE approval [for Ultrasound Machine High-End]
- 5. 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 [ten (10) years for fluoroscopy machine] 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).

- 5. 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 *[ten (10) years for fluoroscopy machine]* 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 endusers of the equipment upon delivery; and
  - iv. That it will provide replacement/back-up unit while the delivered unit is being repaired.
- 6. Brochures/sales literature reflecting the technical specifications.
- 7. The Recurring and Maintenance Costs (use of Form DOBA PCMC RMF8 is required)
- 8. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [use of Form DOBA PCMC LCF9 is required]
- 9. Section II. Instructions to Bidders with signature (conforme) on all pages.
- 10. Section III. Bid Data Sheet with signature (conforme) on all pages.
- 11. Section IV. General Conditions of the Contract with signature (conforme) on all pages.
- 12. Section V. Special Conditions of the Contract with signature (conforme) on all pages.

#### **CONFORME:**

Authorized Signatory Signature over printed name

Name of Company/Firm

### PRICE SCHEDULE

PROCURING ENTITY : PHILIPPINE CHILDREN'S MEDICAL CENTER					NAME OF BI	DDER :			
INVITATION TO BID NO. : <b>IB-2021-086</b>									
1	2	3	4	5	6	7	8	9	10
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 8)
1 unit	System								
<ul> <li>ABC = Php 500,000.00</li> <li>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;</li> </ul>						TERMS OF I (For discounts be		ere's any. Otherwi	ise, state "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 S.	IGNATURE OF A	AUTHORIZED RE	<b>PRESENTATIVE</b>

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

#### **REVISED TECHNICAL SPECIFICATIONS**

0.773	TINTE	1	PCMC REQUIREMENT	BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS		
QTY	UNIT unit		Item Description	REQUIREMENTS		
1		Ultı Sys	raviolet Germicidal Irradiation Disinfection tem			
		A. 5	Specifications:			
		1	Main Unit UVGI tower type with 8 UV-C bulbs			
		2	High Efficiency and TCLP (Toxicity Characteristic Leaking Procedure) Compliant			
		3	Solid state ballasts			
		4	Countdown Timer			
		5	Wheels for easy access and maneuvering			
		6	The unit will be operated at 230 volts, strictly at 60 hertz			
		7	Power consumption must be clearly stipulated			
		8	Mechanical part should be of heavy-duty type			
		9	Equipment should be maintainable			
		Oth	er Specifications: (please indicate if applicable)			
		BR	AND:			
		MA	KE/MODEL:			
		<b>B.</b> <i>A</i>	Accessories Per Unit			
		1	One (1) unit AVR (compatible to the equipment power requirement) and proper grounding when needed			
			Brand:			
			Model:			
		2	Remote Control			
		3	Power Cable 15 ft			
		C. (	Consumables per Unit			

			PCMC REQUIREMENT	<b>BIDDER'S OFFER TO COMPLY WITH THE</b>		
QTY	UNIT		Item Description	REQUIREMENTS		
		1	At least eight (8) bulbs with 155 watts for each bulb			
		D. \	Warranty:			
		A	With at least two (2) years warranty on services, parts and accessories			
		À	With at least two (2) years warranty on UV-C bulbs			
		٨	Semi-annual preventive maintenance and calibration			

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

COMPANY'S EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE (Signature over Printed Name) MOBILE NO. / EMAIL ADDRESS

TEL. NO. / FAX NO.