



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

General Conditions of Contract

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) Supply and Delivery of Various Laboratory Supplies CY 2021

RFQ-2021-102

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



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

Instructions to Bidders

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) Supply and Delivery of Various Laboratory Supplies CY 2021

RFQ-2021-102

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.	ITEM DESCRIPTION	Total ABC (Php)
RFQ-2021-102	Supply and Delivery of Various Laboratory Supplies CY 2021	843,281.00

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 2021** in the amount of **Eight Hundred Forty-Three Thousand Two Hundred Eighty-One Pesos (Php 843,281.00)**.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

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 COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** *[Strictly NO using of staple wire and thick materials for tabs]* as enumerated below:

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certification (Platinum Membership) and its Annex A.
or
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 post-qualification 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, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within two (2) years prior to bid opening (use of Form No. DOBA-PCMC-SCF3a is required).

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

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC **of the items joined**.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
7. The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
 - a. The amount of not less than **two percent (2%) of the ABC of the item(s) joined**, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
 - b. The amount of not less than **five percent (5%) of the ABC of the item(s) joined**, if bid security is in Surety Bond.
 8. Duly accomplished and signed Production/ Delivery Schedule using the form as provided
 9. Omnibus Sworn Statement (Use of the Form provided is required)

10. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA).
11. Manufacturer's Certification or if the Bidder is not a manufacturer, authenticated copy of certification from the manufacturer as authorized or exclusive distributor or dealer of the products/items
12. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA)
13. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred.
14. Consumer guidelines regarding disposal of the supplies (*Information about how and where the used/decommissioned products/ packaging/parts can be returned for recycling and/or disposal e.g. buy-back program*)

Above requirement nos. 11 to 14 must be accomplished and submitted using the Summary Sheet provided by PCMC. Please indicate the item no. corresponding to each document and arrange it by item no.

Financial Documents

1. 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.
2. 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

1. 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** (including Technical Specifications) using the form as provided

Note: Bidder shall return to PCMC the issued USB Flash Drive containing the soft copy of their accomplished Price Schedule (in EXCEL FORMAT)

3. Signed Conforme on the Terms of Reference, if applicable
4. Instructions to Bidders with signature (conforme) on all pages
5. General Conditions of the Contract with signature (conforme) on all pages
6. Special Conditions of the Contract with signature (conforme) on all pages
7. Certification for Assurance of Stocks Availability [use of Form No. DOBA-PCMC-CAF10 is required]
8. Return Policy [use of Form No. DOBA – PCMC – CRF34 is required]

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

C. Sealing and Marking of Bids

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

One (1) Envelope containing 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

COLOR CODING OF FOLDERS/ENVELOPES	YELLOW
--	---------------

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 Component Requirements (original)
 > Financial Component Requirement (copy 1)

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

4. 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.

5. 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 Notice of Award.

CONFORME:

Authorized Signatory
Signature over printed name

Name of Company/Firm

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT: **VARIOUS LABORATORY SUPPLIES FOR CY 2021
(NEGOTIATED PROCUREMENT - TWO FAILED BIDDING)**

INVITATION TO BID NO.
RFQ-2021-102

PCMC REQUIREMENT						BIDDER'S OFFER								
ITEM NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION (Indicate Brand, Packing, Specifications, etc.)	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 9)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 12 + 13) x 2
1	Anti-nuclear Antibody test	2	kt	27,500.00	55,000.00									
2	Bag, plastic pouch for anaerobic 20s	60	pc	400.00	24,000.00									
3	Capillary Tube, non heparinized 100s	2,500	pc	1.38	3,450.00									
4	Catalase Test	1	kt	4,175.00	4,175.00									
5	Diluent,0.45% Sodium Chloride 500mL(0.45% NaCL)	40	bt	900.00	36,000.00									
6	Evacuated tube, black top with 3.2% Sodium citrate for ESR 2mL 100s, Plastic	1,300	pc	7.00	9,100.00									
7	Evacuated tube, red top 10mL100s, Glass	23,800	pc	6.80	161,840.00									
8	Evacuated tube, red top 4mL 100s Glass	25,300	pc	4.50	113,850.00									
9	Fecal Parasite Concentrate	75	pc	95.00	7,125.00									
10	IgM,IgG in Dengue Rapid (Antibody Test)	46	kt	7,500.00	345,000.00									
11	Methanol 99.8% 2.5L, Glass amber	25	bt	620.00	15,500.00									
12	Pasteur Pipette, glass 8.5"	200	pc	15.00	3,000.00									
13	Ph Meter Calibrator Set	1	set	5,000.00	5,000.00									

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT: **VARIOUS LABORATORY SUPPLIES FOR CY 2021
(NEGOTIATED PROCUREMENT - TWO FAILED BIDDING)**

INVITATION TO BID NO.
RFQ-2021-102

PCMC REQUIREMENT						BIDDER'S OFFER								
ITEM NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION (Indicate Brand, Packing, Specifications, etc.)	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 9)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 12 + 13) x 2
14	Pipette for ESR	1,300	pc	13.40	17,420.00									
15	Sensitivity Strip Cefazidime	30	pc	700.00	21,000.00									
16	Strip, Anaerobic Indicator 50s	1	pk	4,200.00	4,200.00									
17	Sulfosalicylic Acid Powder, 500g	1	bt	2,591.00	2,591.00									
18	Thayer Martin Agar plate, 10 plates/pk	20	pc	69.00	1,380.00									
19	TPPA(Treponema Palidum Agglutination Test)	2	kt	6,400.00	12,800.00									
20	V Factor for Hemophilus	1	ctg	850.00	850.00									

ADDITIONAL REQUIREMENTS:

- Conforms on the attached Terms of Reference, if applicable
- Supplies to be delivered should have expiration of at least one (1) year and longer or as expressed/required by the End-user.
- The price of the bided item(s) shall be valid until December 31, 2021
- Staggered delivery, staggered payment

- The quantities specified are estimated requirements during the period and may be decreased depending upon the actual need of PCMC. It is understood therefore that PCMC is not bound to order / purchase all the items / quantities called for on this bidding.
- The supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.
- 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.

TOTAL

TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :

NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

BAC & END-USER'S SIGNATURE:



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

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

REQUEST FOR QUOTATION

The **Philippine Children's Medical Center (PCMC)**, through its Bids and Awards Committee (BAC) invites interested bidders to apply for eligibility and to participate in the negotiation for the project below. Source of funding is through the **GAA/COB CY 2021**.

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

RFQ NO.	ITEM DESCRIPTION	Total ABC (Php)
RFQ-2021-102	Supply and Delivery of Various Laboratory Supplies CY 2021	843,281.00

The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE
Posting of Request for Quotation	July 21, 2021
Issuance and Availability of Request for Quotation	July 21, 2021
Preliminary Conference via google meet (meet.google.com/dva-hbyq-pzf)	July 26, 2021 2:00PM
Submission of Technical and Financial Component Documents	On or before July 27, 2021, 1:30PM Guard-on-Duty, 3rd Floor, Procurement Division Area PCMC Main Building
Opening of Bids	July 27, 2021, 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 invitation. The PCMC further reserves the right to reject any and all proposals, or declare a failure of bidding, or not award the contract and makes no assurance that the contract shall be entered into as a result of this invitation without thereby incurring any liability in accordance with Republic Act No. 9184 and its IRR.

Interested bidders may inspect the bidding documents at PCMC-BAC Secretariat Office (Procurement Division).

For further information, please refer to:

Procurement Division
Trunkline: 8588-9900 Loc 361 / 355 Fax Number: 8924-0870
Email: pcmbac@gmail.com

You may also visit the following websites:

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


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



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: pcmbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

Special Conditions of Contract

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS) Supply and Delivery of Various Laboratory Supplies CY 2021

RFQ-2021-102

Special Conditions of Contract

GCC Clause	
1	<p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <ol style="list-style-type: none"> 1. The Supplier shall have an established disposal and retrieval program or take back system for their products (items with container): 2. The Supplier shall submit MSDS for a specified product. 3. The product label shall bear the following information: <ol style="list-style-type: none"> a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.) 4. The product shall not contain halogenated plastics and PVCs. 5. The product shall be packed in suitable packaging materials which are reusable and recyclable. <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this</p>

	<p>Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be on Acceptance:</p> <p>100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier’s credit term after final acceptance and submission of required documents.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.</p>
4	<p>The inspections and tests that will be conducted are:</p> <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>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</p> <p style="padding-left: 40px;">[] Bank Guarantee [] 5% Deduction from claims</p> <p>The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>

CONFORME:

Authorized Signatory
Signature over printed name

Name of Company/Firm



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

Schedule of Requirements

**NEGOTIATED PROCUREMENT
(TWO FAILED BIDDINGS)
Supply and Delivery of Various Laboratory
Supplies CY 2021**

RFQ-2021-102

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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD
Various Laboratory Supplies CY 2021	12,038,720.72	Materials Management Division, G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Within seven (7) working days from receipt of DELIVERY ORDER SLIP

DELIVERY AND ACCEPTANCE

- Staggered delivery and staggered payment
- Supplies to be delivered should have an expiration at least one (1) year and longer or as expressed/required by the end-user.
- The Supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.
- The supplier should deliver the goods called for in the Purchase Order (PO) within seven (7) working days or as stated on Delivery Period upon receipt of approved Delivery Order Slip, faxed or personally received during office hours at the Procurement Section.
- All goods delivered pursuant to the Purchase Order (PO) with Delivery Order Slip shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

CONFORME:

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE / FAX

E-MAIL ADDRESS