

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS/SERVICES

OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS

Project Reference No.: BAC1-2023-12-0125

End-User: DEPARTMENT OF RADIOLOGY

**UPM – PHILIPPINE GENERAL HOSPITAL
TAFT AVENUE, MANILA**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



University of the Philippines
The Health Sciences Center
BIDS & AWARDS COMMITTEE 1
BAC Office, PGH Compound
Taft Avenue, Manila
Tel. No. 8554-8400 local 3014 / 3015



**INVITATION TO BID
FOR
Project Reference No.: BAC1-2023-12-0125**

**OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL
PET/CT OPERATIONS**

1. The *University of the Philippines Manila – Philippine General Hospital (UPM-PGH)*, intends to apply the sum of **TEN MILLION EIGHT HUNDRED THOUSAND PESOS & 00/100 (PHP10,800,000.00) ONLY** through *Fund 101*, inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, being the ABC to payments under the contract for **OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS**, under *Project Reference No.: BAC1-2023-12-0125*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **UPM-PGH** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period stated in Section VI, Schedule of Requirements. Bidders should have completed, *within 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 **UPM-PGH BAC 1 Secretariat** and inspect the Bidding Documents at the address given below during office hours from **8:00AM to 4:30PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **03 January 2024** from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by*

*the GPPB, in the amount of **Twelve Thousand Pesos (Php12,000.00) Only**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.*

6. The UPM-PGH will hold a **Pre-Bid Conference** on **12 January 2024, 9:30AM** at **Conference Room, BAC 1 Office, UPM-Philippine General Hospital, PGH Compound, Taft Avenue, Ermita, Manila** and/or through video conferencing or webcasting *via ZOOM*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **9:00AM, 26 January 2024**. 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 **26 January 2024, 9:30AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The UPM-PGH 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:

BAC 1 Secretariat
UP-Philippine General Hospital
PGH Compound
Taft Avenue, Manila
Telephone No.: 8554-8400 local 3014/3015
e-Mail Address: : bac1pgh.upm@up.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph]
[<https://bidsandawards.upm.edu.ph/>]

Dean CHARLOTTE M. CHIONG, MD, PhD
Chairperson
Bids and Awards Committee 1

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, UPM-PGH wishes to receive Bids for the ***Outsourcing of the Philippine General Hospital PET/CT Operations***, with identification number ***BAC1-2023-12-0125***.

The Procurement Project (referred to herein as “Project”) is composed of *1 item* - ***Outsourcing of the Philippine General Hospital PET/CT Operations*** the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***Fund 101*** in the amount of **Ten Million Eight Hundred Thousand Pesos & 00/100 (Php10,800,000.00) Only**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act

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 **ITB** 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. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an **SLCC that is at least one (1) contract similar to the Project** the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. **For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.**
- 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 Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the **BAC 1 Conference Room, BAC 1 Office, PGH Compound, Taft Avenue, Ermita, Manila** and/or through **ZOOM** 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 *two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) calendar days from the date of opening of bids***. 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

Each Bidder shall submit ***two (2) copies – one (1) original and one (1) copy of the first and second components of its Bid***.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																
5.3	For this purpose, contracts similar to the Project shall be: a. <i>Outsourced PET/CT Operations</i> b. Completed within one (1) year prior to the deadline for the submission and receipt of bids.															
7.1	<i>Subcontracting is not allowed</i>															
12	The price of the Goods shall be quoted DDP - <i>University of the Philippines Manila – Philippines General Hospital</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.															
14.1	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 <i>the amount equivalent to two percent (2%) of ABC</i> , 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 <i>the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.															
19.3	<div>The NFCC computation, must be sufficient for the contract to be awarded to the Bidder:</div> <table><tr><th>Item No.</th><th>Qty.</th><th>UOM</th><th>Item Description</th><th>Unit Cost (PHP)</th></tr><tr><td>1</td><td>1</td><td>Year</td><td>OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS</td><td>10,800,000.00</td></tr><tr><td colspan="4">TOTAL APPROVED BUDGET FOR THE CONTRACT:</td><td>PhP10,800,000.00</td></tr></table>	Item No.	Qty.	UOM	Item Description	Unit Cost (PHP)	1	1	Year	OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS	10,800,000.00	TOTAL APPROVED BUDGET FOR THE CONTRACT:				PhP10,800,000.00
Item No.	Qty.	UOM	Item Description	Unit Cost (PHP)												
1	1	Year	OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS	10,800,000.00												
TOTAL APPROVED BUDGET FOR THE CONTRACT:				PhP10,800,000.00												
20.2	Within a non-extendible period of five (5) days from receipt of the Notice of LCB/Post-Qualification from the BAC, the Bidder shall submit the following: a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); b) Latest Audited Financial Statement stamped “received by the BIR or its duly accredited and authorized institutions; c) Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); (<i>only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted;</i> d) Mayor’s or Business permit issued by the Local Government Unit having															

	<p>territorial jurisdiction of your principal place of business, or the equivalent document for Exclusive Economic Zones or Areas;</p> <p>e) Tax clearance per E.O. No. 398; s.2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p> <p>f) Other appropriate licenses and permits required by law and stated in the Bidding Documents.</p> <p><i>In case of Joint Venture, all parties shall submit the same documentation as stated above.</i></p>
21.2	The agency may opt to engage GPPB Resolution No. 06-2022 dated 12 September 2022 for the renewal of regular and recurring services.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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**.

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.

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. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to the <i>University of the Philippines Manila – Philippine General Hospital</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the assigned staff at Property and Supply Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all the following services, including additional services, if any/if applicable, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. 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.
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
	<ul style="list-style-type: none"> 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

	<p>b. in the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> 1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and 2. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>

	<p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>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>
	<p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
4	<p>Inspection and Tests –</p> <p>The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.</p> <ul style="list-style-type: none"> • Compliance with the Scope of Works/Terms of Reference/Terms and Conditions

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	<p>OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS</p> <p>Eligibility Requirement of the Prospective Contractor</p> <p>The prospective service provider shall comply with all the requirements stated below:</p> <ol style="list-style-type: none"> 1. Shall have a minimum of four (4) year experience in PET/ CT Operations, and at least three (3) operational PET/ CT Sites. <ol style="list-style-type: none"> a. Valid License to Operate (LTO) from the Philippine FDA b. Certified True Copy of Contracts or other pertinent documentation of previous and present PET/ CT Operations within the Philippines. c. Certificate of Performance Evaluation of at least "VERY SATISFACTORY" from a government facility client. 2. Experience in at least five thousand (5,000) PET/ CT Procedures <ol style="list-style-type: none"> a. Notarized Certificates of Annual Census/Case Loads with current clients. 3. Competence to supply the following Radio pharmaceuticals: <ol style="list-style-type: none"> a. [18F] – Fluorodeoxyglucose (FDG) b. [18F] – Prostate Specific Membrane Antigen (FPSMA) c. [18F] – Florbetaben (FBB) d. [177Lu] – Prostate Specific Membrane Antigen (LuPSMA) 4. Demonstrated ability to divert patient load from one PET/ CT facility to another in its network of facilities should the need arise, such as in the event of breakdown or backlog (see Network Service Delivery, Section V. 5. Notarized Certificate from the Manufacturer of Radiopharmaceuticals that guarantees the consistent supply of Radiopharmaceuticals to PGH PET/ CT Center. 6. The prospective supplier must submit the following documents: <ol style="list-style-type: none"> a. Complete company profile; b. Company organizational chart with names of persons in key positions; 	1 Year	Upon receipt of the Notice to Proceed (NTP)

	<p>c. Proof of a functional Human Resources Department;</p> <p>d. Certified true copies of the following</p> <ul style="list-style-type: none"> i. Business License or Mayor's Permit; ii. Securities and Exchange Commission (SEC) Certificate of Registration; iii. Latest Annual Income Tax Return (ITR); iv. Tax Clearance (BIR Form 17.14B); v. SSS Clearance; vi. Pag-ibig Clearance; vii. Sworn certification in the non-existence of all existing suits pending against or on behalf of the company; viii. Valid Certificate of Registration with DOLE as an Independent Contractor and certification that it has no ongoing case for cancellation of the said certificate. <p>e. Affidavit that the company has no derogatory record with any UP unit or facility as with other government or private agencies.</p> <p>f. Affidavit that the company has no ongoing lawsuit/litigation with current clients.</p> <p>Roles and Responsibilities of the Contractor</p> <p>The Contractor is responsible for the:</p> <ul style="list-style-type: none"> 1. Licensing of the PET/CT Center with all applicable government agencies and institutions. 2. Hiring and training of personnel which must include but not limited to the following: <ul style="list-style-type: none"> a. Receptionist b. Registered Nurse c. Registered Radiologic Technologists d. Registered Medical Technologist e. Nuclear Medicine Technologist f. Supervisor of PET/CT Center g. Administrative Staff h. Housekeeper 3. Facility preparation and maintenance of cleanliness and orderliness. 4. Schedule, work shift, and post of each manpower assigned for operations. 5. Acquisition, delivery, storage and inventory of radiopharmaceuticals, drugs and other medical supplies required for the operation of varied PET/CT Procedures subject to PGH monitoring and approval where applicable. 6. Day-to-day operations of the facility from patient scheduling, patient interview and preparation, radiopharmaceutical administration, scanning of patients, data management, and releasing of results. 7. Bookkeeping, generation of accounting data and sales report. 8. Safekeeping of patient records, data, and images for retrieval or storage. 9. Oversight and management of operations to ensure 		
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	<p>service quality and patient safety. It shall create a patient evaluation form and will transmit this form at the end of every quarter to the patient safety and quality committee of the Philippine General Hospital</p> <p>10. Monitor, check, and report any malfunction of the equipment and peripherals to PGH in a timely manner.</p> <p>11. Make the necessary upgrade to the facilities and equipment with the express agreement of PGH.</p> <p>12. Adhere to PGH policies and guidelines as issued and promulgated.</p> <p>13. As may be needed for smooth operations, the Contractor may recommend radiologists and nuclear medicine physicians to PGH, subject to the approval of the Department of Radiology, the Division of Nuclear Medicine and the PGH Director.</p> <p>Roles and Responsibilities of the Philippine General Hospital</p> <p>1. PGH shall provide the PET/CT Facility and the infrastructure needed to perform PET/CT Scan procedures subject to regulatory licensing.</p> <p>2. PGH shall acquire, purchase and install a brand-new PET/CT, including all related hardware and software, electrical lines etc., and all peripherals and accessories connected with the PET/CT machine.</p> <p>3. Shall provide all necessary biomedical equipment needed for PGH PET/CT operation such as but not limited to weighing scale, pulse oximeter, contrast injector, thermometer, sphygmomanometer, stethoscope, capillary blood sugar tester, and others.</p> <p>4. PGH shall outsource the PET/CT facility operation to the Contractor.</p> <p>5. PGH shall control and supervise the performance of duties and responsibilities of the Contractor and conduct evaluations based on service output.</p> <p>6. PGH shall pay the Manpower and Outsourcing Service Fee to the Contractor.</p> <p>7. PGH shall exclusively purchase FDG, FPSMA, FBB, and LuPSMA from the winning bidder at a fixed price per dose but not higher than what is stipulated in Section VII. Radiopharmaceuticals that may become available in the future, whether they may be therapeutic, diagnostic or for research purposes shall only be offered with the express consent of both parties and at a cost that is agreeable to both.</p> <p>8. PGH shall agree that price of radiopharmaceuticals may only be changed by mutual agreement between PARTIES.</p> <p>9. PGH shall bear the preventive maintenance and corrective service costs of PET/CT machine, including all related computer hardware, software, electrical line, and all peripherals and accessories connected with the PET/CT machine.</p>		
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	<p>10. PGH shall bear the cost for the parts that need to be replaced, including but not limited to CT Tube, Detectors, and any other parts with their needed performance test after replacing such parts.</p> <p>11. PGH shall provide the readers from both the Department of Radiology and Division of Nuclear Medicine, notwithstanding that, when necessary for smooth operations, the Contractor may recommend and provide readers to PGH subject to approval of the Department of Radiology, the Division of Nuclear Medicine and the PGH Director (Section III.12).</p> <p>12. The radiation exposure activities of the facility shall be under the supervision of the PGH Radiation Safety Committee. PGH shall supervise the practice of the facility Radiation Safety Program and provide a medical physicist as Radiation Protection Officer. When necessary for regulatory purposes, the Contractor may recommend and provide a consultant medical physicist to PGH subject to the mutual agreement of both parties.</p> <p>13. PGH shall be the sole collector of fees for the services rendered.</p> <p>14. PGH shall ensure that the equipment vendor or manufacturer will provide vendor specific applications training to all concerned staff of the service provider. PGH shall include the manpower or staff of the service provider in PGH-provided training programs, seminars, and other similar activities for the purposes of this engagement.</p> <p>Hours of Operation</p> <p>The service provider shall operate the facility 5 days/week from 7am to 5pm except holidays.</p> <p>Backlogs</p> <p>The service provider guarantees to schedule patients within 7 days of approval of a PET/CT request. To avoid scheduling backlogs, the service provider, at the written request of PGH may operate the facility on weekends provided that overtime fees for personnel are paid.</p> <p>Outsourcing Service fees and PET/CT Procedure Costs</p> <p>Prospective service providers shall submit a bid no higher than the recommended fees below:</p> <ol style="list-style-type: none"> 1. Radiopharmaceutical Cost (VAT INCLUSIVE) <ol style="list-style-type: none"> a. FDG P17,000.00/dose b. FPSMA P49,000.00/dose c. FBB P69,000.00/dose d. Lu-PSMA P400,000.00/dose 2. Consumables Cost (VAT INCLUSIVE) <ol style="list-style-type: none"> a. Non-Contrast P1,000.00/patient b. With Contrast P6,000.00/patient 		
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	<p>3. Manpower and Outsourcing Service Fee (VAT INCLUSIVE) Manpower and Outsourcing Service Fee of Nine Hundred Thousand Pesos (PHP 900,000.00) per month.</p> <p>The service contract shall have an ABC of PHP 10,800,000.00 for the one (1) year contract, at PHP 900,000.00 per month.</p> <p>PET/CT Procedure Price PGH will have the sole discretion on the pricing of PET/CT services. Pricing should however be competitive from other PET/CT Scan facilities.</p> <p>Tests and Procedures At minimum, the following procedures must be made available: See (Appendix: Table 1 and 2).</p> <p>Rates and Terms of Payment</p> <p>PGH shall pay the service provider on a fixed rate for manpower and outsourcing services including but not limited to the bio informatics service, and other miscellaneous services covered in Section II and III.</p> <p>PGH shall pay the service provider on a per test basis which shall cover radiopharmaceuticals, reagents and consumables in Section VII. For patients sent by PGH to network facilities, see Section XVI.</p> <p>2. The Contractor shall bill PGH on or before the 15th of the succeeding month.</p> <p>3. PGH shall pay the Contractor on the following schedule:</p> <ul style="list-style-type: none"> a. For cash pay patients – on or before the 30th day after receipt of the billing statement b. For charged patient under PhilHealth/PCSO/other sponsorship – on or before the 60th day of receipt of billing statement c. For accounts receivable of any amount that have lapsed beyond the aforementioned time limits, PGH shall be obliged to tap alternative fund sources that can be used to pay the service provider. d. In the event of delayed payments, the service provider may suspend credit-dependent services in order to focus on cash paying services in the interest of sustaining operations. <p>4. The per test rate to be paid to the Contractor shall be valid for one year, unless revised or adjusted based on the following conditions:</p> <ul style="list-style-type: none"> a. Increase in ex-factory transfer prices (yearly) b. Fluctuations in foreign exchange c. Government-mandated regulations or laws that may result in price adjustments 		
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	<p>d. Other conditions as agreed between the Contractor and PGH.</p> <p>5. The Contractor shall inform PGH in writing, at least sixty (60) days before the expected effective date of the adjustment.</p> <p>6. Any price change shall be subject to the approval of PGH.</p> <p>7. Final cost chargeable to the patients shall be the sole prerogative of PGH.</p> <p>Warranties and Liabilities for Losses and Damages</p> <p>1. The personnel and other employees of the Contractor, in the performance of the work under the contract, shall be under the direct control and supervision of the Contractor.</p> <p>2. The Contractor shall be liable for losses and damages caused to the properties and facilities of PGH due to the fault or negligence of the Contractor and its personnel while in the performance of their duties or in the course of their stay within their places of assignment.</p> <p>3. The Contractor binds itself to hold PGH or any of its officials, employees and/or agents free and harmless from any liability for the personal injury, or damage, including death, sustained or caused by or to the Contractor or any of its personnel assigned to PGH during the lawful performance of their duties or in the course of their stay within the places of assignment.</p> <p>4. Should PGH find the performance of any of the assigned personnel to be unsatisfactory, or should any of the personnel commit acts inimical to the interest of PGH, PGH may immediately bar said personnel from performing further service and thereafter notify the Contractor in writing to replace the identified personnel stating the reason/cause of the request.</p> <p>5. The Contractor shall, within five (5) days from receipt of the written request from PGH, replace the said personnel with another one acceptable to PGH.</p> <p>6. Before any personnel is separated from the service or allowed to resign by the Contractor, the Contractor shall secure the necessary clearance from PGH to ensure that any and all financial or other accountability of the personnel to PGH are duly settled and complied with. Otherwise, the Contractor agrees to hold itself liable with the concerned personnel for any accountability that the latter may have with PGH.</p> <p>7. The Contractor shall post in favor of the University of the Philippines Manila/PGH a Performance Bond in acceptable form as provided for in Section 39.1 of R.A.9184.</p> <p>8. The posting of the Performance Bond is a precondition before the first payment by PGH to the Contractor for the services rendered under this</p>		
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	<p>contract.</p> <p>Confidentiality, Privacy, Non-Disclosure and intellectual Property</p> <ol style="list-style-type: none"> 1. PGH shall retain ownership of the data and information generated by the tests, unless yielded to another entity in writing. 2. The Contractor shall comply with the provisions of the Philippine Data Privacy Act or R.A. 10173. The Contractor shall be held liable for any data breach on their part. 3. Any information or data that may come to the knowledge of, acquired and/or obtained by the PARTIES, in the performance of their obligations under this Contract including their respective employees, officers and representative shall not be made known to any third party without the written authority from the other PARTY. Regardless of the period of this Contract, the PARTIES shall be bound by the absolute confidentiality provided herein until such time as said information or data will be published or otherwise disclosed to the general public by the owner of the information, record or data. Any violation of the confidentiality provided herein by either of the PARTIES shall entitle the innocent PARTY to claim for damages and other remedies and a ground for the unilateral termination of this contract by the innocent PARTY without any notice. 4. Failure to observe this clause would result in breach of trust where the innocent PARTY may terminate the Contract and claim damages from the erring PARTY. <p>Radiopharmaceutical Deliveries, Radioactive Material Handling, and Radioactive Waste Management</p> <p>Radiopharmaceutical deliveries, radioactive material use and storage, and management of radioactive wastes shall be managed in accordance with the Radiation Safety Program established by the PET/CT Center facility as required by local regulations such as PNRI (Philippine Nuclear Research Institute) and DOH-FDA (Department of Health–Food and Drug Administration), under consultation with the PGH assigned medical physicist and the PGH Radiation Safety Committee.</p> <p>Dispute Resolution and Jurisdiction</p> <p>This Agreement is based largely on mutual trust and confidence. The Parties here to agree to carry out this Agreement in fair and cooperative spirit for their mutual benefit. Any dispute, difference or disagreement arising between the Parties, including</p>		
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	<p>determination of breach and determination of appropriate penalty for the culpable party, shall first be resolved amicably. Any action filed to enforce the provisions of this agreement shall be filed in the proper courts in the City of Manila, to the exclusion of all other courts.</p> <p>Terms of the Contract</p> <p>1. This Contract shall be effective upon signing of the contract for a period of one (1) year, provided that an annual evaluation of the Contractor's performance shall be done to decide for renewal. Any performance rating below Very Satisfactory shall give PGH the option to terminate the Contract. The standards and form of the evaluation shall be formulated by PGH, including but not limited to: Service Rendered, timeliness of radiopharmaceutical deliveries, timeliness of reports, turnaround times, and response times and backlogs.</p> <p>2. Quarterly performance evaluation shall also be performed. An Unsatisfactory rating for the quarterly evaluation shall be grounds for pre-termination of the Contract.</p> <p>3. Any renewal, hold-over, or extension shall be effective only upon the express agreement in writing by PGH and the Contractor and communicated to the Contractor herein at least sixty (60) days before the expiration of the Contract. In case an emergency situation arises within sixty (60) day period to the expiration date, a shorter period to notify the Contractor about any such renewal, holdover, or extension, shall be done by PGH.</p> <p>Network service delivery as backup</p> <p>1. PGH PET/CT patients should be delegated to Alternative Centers that the Contractor also operates, if the following conditions are met:</p> <ol style="list-style-type: none"> a. During downtime of the PGH PET/CT machine for any reason projected to last more than 7 calendar days. b. For patients who cannot be accommodated within 7 days of approved request <p>2. The choice of which alternative centers for transfer shall be the prerogative of PGH and the patient provided that the patient is fully informed of the total procedure price and locations available.</p> <p>3. All scanning done will have images sent to PGH PET/CT Center for official reading. Means of securely sending of images to PGH will be the responsibility of the Contractor.</p> <p>4. Services sent out through this mechanism shall be accounted for as follows:</p>		
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	<p>a. Using the usual mechanisms, the Contractor will charge PGH; PGH will collect payments; and PGH will pay the Contractor.</p> <p>b. Network service per patient examination shall consist of payments for:</p> <p>i. Radiopharmaceuticals and Consumable Costs (PGH rates, ref. Sec. VII.1-2);</p> <p>ii. Alternative Center Use Fee (which accounts for entailed costs in use of the alternative machine and facility);</p> <p>c. Manpower Cost for the network service is considered covered by the fixed Manpower and Outsourcing Fee (ref. Sec. VII.3).</p> <p>d. Network service will be billed to PGH not exceeding the following the rates per patient subject to terms of payment in Section X:</p> <p>Procedure (A) PET/CT FDG + CT Plain PET/CT FDG + CT Contrast PET/CT FPSMA + CT Plain PET/CT FPSMA + CT Contrast FBB PET/CT</p> <p>Rates of Procedure Per Patient (PHP) (B) PET/CT FDG + CT Plain 37,500 PET/CT FDG + CT Contrast 42,500 PET/CT FPSMA + CT Plain 59,500 PET/CT FPSMA + CT Contrast 69,500 FBB PET/CT 83,500</p> <p>Determination of the winning bidder</p> <ol style="list-style-type: none"> 1. Complete submission of the eligibility requirements. 2. Proof of competency of proposed personnel under service management (particularly relevant to regulatory requirements of the facility) 3. Ability to provide a complete set of radiopharmaceuticals to run the facility (Section VII and Appendices). 4. Bid for consumable prices not exceeding the rates specified in Section VII-1&2. 5. Bid for the Operations of the PET/CT facility not exceeding the rate specified in Section VII-3. 6. Ability to provide a network service delivery as backup. <p>Mobilization period</p> <ol style="list-style-type: none"> 1. The Contractor will be allowed a maximum of 3 months upon facility turn-over by PGH to mobilize. This period includes PNRI licensing, hiring, and other 		
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	necessary preparations. 2. No fees shall be incurred to PGH during the mobilization period.		
	TOTAL APPROVED BUDGET FOR THE CONTRACT	PhP10,800,000.00	

I hereby commit to deliver/perform the required comprehensive maintenance services upon receipt of the Contract as indicated above.

Name of Company/ Bidder

Signature over Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

IMPORTANT REMINDERS: *Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the medical and dental equipment as well as assistive devices offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.*

Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, brochures, manuals, etc., as appropriate, which will provide substantial information of the goods or product/s to be supplied.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

DIRECTION: *Indicate either “Comply” or “Not Comply” under the Statement of Compliance column and the appropriate attachment as reference document.*

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
1	OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS	1 Year	
	TERMS OF REFERENCE		
	Eligibility Requirement of the Prospective Contractor		
	<p>The prospective service provider shall comply with all the requirements stated below:</p> <ol style="list-style-type: none"> 1. Shall have a minimum of four (4) year experience in PET/ CT Operations, and at least three (3) operational PET/ CT Sites. <ol style="list-style-type: none"> a. Valid License to Operate (LTO) from the Philippine FDA b. Certified True Copy of Contracts or other pertinent documentation of previous and present PET/ CT Operations within the Philippines. c. Certificate of Performance Evaluation of at least "VERY SATISFACTORY" from a government facility client. 2. Experience in at least five thousand (5,000) PET/ CT Procedures <ol style="list-style-type: none"> a. Notarized Certificates of Annual Census/Case Loads with current clients. 3. Competence to supply the following Radio pharmaceuticals: <ol style="list-style-type: none"> a. [18F] – Fluorodeoxyglucose (FDG) b. [18F] – Prostate Specific Membrane Antigen (FPSMA) c. [18F] – Florbetaben (FBB) d. [177Lu] – Prostate Specific Membrane Antigen (LuPSMA) 4. Demonstrated ability to divert patient load from one PET/ CT facility to another in its network of facilities should the need arise, such as in the event of breakdown or backlog (see Network Service Delivery, Section V. 5. Notarized Certificate from the Manufacturer of Radiopharmaceuticals that guarantees the consistent supply of Radiopharmaceuticals to PGH PET/ CT Center. 6. The prospective supplier must submit the following documents: <ol style="list-style-type: none"> a. Complete company profile; b. Company organizational chart with names of persons in key positions; c. Proof of a functional Human Resources Department; d. Certified true copies of the following <ol style="list-style-type: none"> i. Business License or Mayor's Permit; ii. Securities and Exchange Commission (SEC) Certificate of Registration; iii. Latest Annual Income Tax Return (ITR); iv. Tax Clearance (BIR Form 17.14B); v. SSS Clearance; vi. Pag-ibig Clearance; vii. Sworn certification in the non-existence of all existing suits pending against or on behalf of the company; viii. Valid Certificate of Registration with DOLE as an Independent Contractor and certification that it has no ongoing case for cancellation of the said certificate. e. Affidavit that the company has no derogatory record with any UP unit or facility as with other government or private 		

	agencies. f. Affidavit that the company has no ongoing lawsuit/litigation with current clients.		
	Roles and Responsibilities of Contractor		
	<p>The Contractor is responsible for the:</p> <ol style="list-style-type: none"> 1. Licensing of the PET/CT Center with all applicable government agencies and institutions. 2. Hiring and training of personnel which must include but not limited to the following: <ol style="list-style-type: none"> a. Receptionist b. Registered Nurse c. Registered Radiologic Technologists d. Registered Medical Technologist e. Supervisor of PET/CT Center f. Administrative Staff g. Housekeeper 3. Facility preparation and maintenance of cleanliness and orderliness. 4. Schedule, work shift, and post of each manpower assigned for operations. 5. Acquisition, delivery, storage and inventory of radiopharmaceuticals, drugs and other medical supplies required for the operation of varied PET/CT Procedures subject to PGH monitoring and approval where applicable. 6. Day-to-day operations of the facility from patient scheduling, patient interview and preparation, radiopharmaceutical administration, scanning of patients, data management, and releasing of results. 7. Bookkeeping, generation of accounting data and sales report. 8. Safekeeping of patient records, data, and images for retrieval or storage. 9. Oversight and management of operations to ensure service quality and patient safety. It shall create a patient evaluation form and will transmit this form at the end of every quarter to the patient safety and quality committee of the Philippine General Hospital 10. Monitor, check, and report any malfunction of the equipment and peripherals to PGH in a timely manner. 11. Make the necessary upgrade to the facilities and equipment with the express agreement of PGH. 12. Adhere to PGH policies and guidelines as issued and promulgated. 13. As may be needed for smooth operations, the Contractor may recommend radiologists and nuclear medicine physicians to PGH, subject to the approval of the Department of Radiology, the Division of Nuclear Medicine and the PGH Director 		
	Roles and Responsibilities of the Philippine General Hospital		
	<ol style="list-style-type: none"> 1. PGH shall provide the PET/CT Facility and the infrastructure needed to perform PET/CT Scan procedures subject to regulatory licensing. 2. PGH shall acquire, purchase and install a brand-new PET/CT, including all related hardware and software, 		

	<p>electrical lines etc., and all peripherals and accessories connected with the PET/CT machine.</p> <ol style="list-style-type: none"> 3. Shall provide all necessary biomedical equipment needed for PGH PET/CT operation such as but not limited to weighing scale, pulse oximeter, contrast injector, thermometer, sphygmomanometer, stethoscope, capillary blood sugar tester, and others. 4. PGH shall outsource the PET/CT facility operation to the Contractor. 5. PGH shall control and supervise the performance of duties and responsibilities of the Contractor and conduct evaluations based on service output. 6. PGH shall pay the Manpower and Outsourcing Service Fee to the Contractor. 7. PGH shall exclusively purchase FDG, FPSMA, FBB, and LuPSMA from the winning bidder at a fixed price per dose but not higher than what is stipulated in Section VII. Radiopharmaceuticals that may become available in the future, whether they may be therapeutic, diagnostic or for research purposes shall only be offered with the express consent of both parties and at a cost that is agreeable to both. 8. PGH shall agree that price of radiopharmaceuticals may only be changed by mutual agreement between PARTIES. 9. PGH shall bear the preventive maintenance and corrective service costs of PET/CT machine, including all related computer hardware, software, electrical line, and all peripherals and accessories connected with the PET/CT machine. 		
	Hours of Operation		
	The service provider shall operate the facility 5 days/week from 7am to 5pm except holidays.		
	Backlogs		
	The service provider guarantees to schedule patients within 7 days of approval of a PET/CT request. To avoid scheduling backlogs, the service provider, at the written request of PGH may operate the facility on weekends provided that overtime fees for personnel are paid.		
	Outsourcing Service fees and PET/CT Procedure Costs		
	<p>Prospective service providers shall submit a bid no higher than the recommended fees below:</p> <ol style="list-style-type: none"> 1. Radiopharmaceutical Cost (VAT INCLUSIVE) <ol style="list-style-type: none"> a. FDG P17,000.00/dose b. FPSMA P49,000.00/dose c. FBB P69,000.00/dose d. Lu-PSMA P400,000.00/dose 2. Consumables Cost (VAT INCLUSIVE) <ol style="list-style-type: none"> a. Non-Contrast P1,000.00/patient b. With Contrast P6,000.00/patient 3. Manpower and Outsourcing Service Fee (VAT INCLUSIVE) Manpower and Outsourcing Service Fee of Nine Hundred Thousand Pesos (PHP 900,000.00) per 		

	month.		
	The service contract shall have an ABC of PHP 10,800,000.00 for the one (1) year contract, at PHP 900,000.00 per month.		
	PET/CT Procedure Price		
	PGH will have the sole discretion on the pricing of PET/CT services. Pricing should however be competitive from other PET/CT Scan facilities.		
	Tests and Procedures		
	At minimum, the following procedures must be made available: See (Appendix: Table 1 and 2).		
	Rates and Terms of Payment		
	<ol style="list-style-type: none"> 1. PGH shall pay the service provider on a fixed rate for manpower and outsourcing services including but not limited to the bio informatics service, and other miscellaneous services covered in Section II and III. PGH shall pay the service provider on a per test basis which shall cover radiopharmaceuticals, reagents and consumables in Section VII. For patients sent by PGH to network facilities, see Section XVI. 2. The Contractor shall bill PGH on or before the 15th of the succeeding month. 3. PGH shall pay the Contractor on the following schedule: <ol style="list-style-type: none"> a. For cash pay patients – on or before the 30th day after receipt of the billing statement b. For charged patient under PhilHealth/ PCSO/ other sponsorship – on or before the 60th day of receipt of billing statement c. For accounts receivable of any amount that have lapsed beyond the aforementioned time limits, PGH shall be obliged to tap alternative fund sources that can be used to pay the service provider. d. In the event of delayed payments, the service provider may suspend credit-dependent services in order to focus on cash paying services in the interest of sustaining operations. 4. The per test rate to be paid to the Contractor shall be valid for one year, unless revised or adjusted based on the following conditions: <ol style="list-style-type: none"> a. Increase in ex-factory transfer prices (yearly) b. Fluctuations in foreign exchange c. Government-mandated regulations or laws that may result in price adjustments d. Other conditions as agreed between the Contractor and PGH. 5. The Contractor shall inform PGH in writing, at least sixty (60) days before the expected effective date of the adjustment. 6. Any price change shall be subject to the approval of PGH. 7. Final cost chargeable to the patients shall be the sole prerogative of PGH. 		

	Warranties and Liabilities for Losses and Damages		
	<ol style="list-style-type: none"> 1. The personnel and other employees of the Contractor, in the performance of the work under the contract, shall be under the direct control and supervision of the Contractor. 2. The Contractor shall be liable for losses and damages caused to the properties and facilities of PGH due to the fault or negligence of the Contractor and its personnel while in the performance of their duties or in the course of their stay within their places of assignment. 3. The Contractor binds itself to hold PGH or any of its officials, employees and/or agents free and harmless from any liability for the personal injury, or damage, including death, sustained or caused by or to the Contractor or any of its personnel assigned to PGH during the lawful performance of their duties or in the course of their stay within the places of assignment. 4. Should PGH find the performance of any of the assigned personnel to be unsatisfactory, or should any of the personnel commit acts inimical to the interest of PGH, PGH may immediately bar said personnel from performing further service and thereafter notify the Contractor in writing to replace the identified personnel stating the reason/cause of the request. 5. The Contractor shall, within five (5) days from receipt of the written request from PGH, replace the said personnel with another one acceptable to PGH. 6. Before any personnel is separated from the service or allowed to resign by the Contractor, the Contractor shall secure the necessary clearance from PGH to ensure that any and all financial or other accountability of the personnel to PGH are duly settled and complied with. Otherwise, the Contractor agrees to hold itself liable with the concerned personnel for any accountability that the latter may have with PGH. 7. The Contractor shall post in favor of the University of the Philippines Manila/PGH a Performance Bond in acceptable form as provided for in Section 39.1 of R.A.9184. 8. The posting of the Performance Bond is a precondition before the first payment by PGH to the Contractor for the services rendered under this contract. 		
	Confidentiality, Privacy, Non-Disclosure and intellectual Property		
	<ol style="list-style-type: none"> 1. PGH shall retain ownership of the data and information generated by the tests, unless yielded to another entity in writing. 2. The Contractor shall comply with the provisions of the Philippine Data Privacy Act or R.A. 10173. The Contractor shall be held liable for any data breach on their part. 3. Any information or data that may come to the knowledge of, acquired and/or obtained by the PARTIES, in the performance of their obligations under this Contract including their respective employees, officers and representative shall not be 		

	<p>made known to any third party without the written authority from the other PARTY. Regardless of the period of this Contract, the PARTIES shall be bound by the absolute confidentiality provided herein until such time as said information or data will be published or otherwise disclosed to the general public by the owner of the information, record or data. Any violation of the confidentiality provided herein by either of the PARTIES shall entitle the innocent PARTY to claim for damages and other remedies and a ground for the unilateral termination of this contract by the innocent PARTY without any notice.</p> <p>4. Failure to observe this clause would result in breach of trust where the innocent PARTY may terminate the Contract and claim damages from the erring PARTY.</p>		
	Radiopharmaceutical Deliveries, Radioactive Material Handling, and Radioactive Waste Management		
	<p>Radiopharmaceutical deliveries, radioactive material use and storage, and management of radioactive wastes shall be managed in accordance with the Radiation Safety Program established by the PET/CT Center facility as required by local regulations such as PNRI (Philippine Nuclear Research Institute) and DOH-FDA (Department of Health–Food and Drug Administration), under consultation with the PGH assigned medical physicist and the PGH Radiation Safety Committee.</p>		
	Dispute Resolution and Jurisdiction		
	<p>This Agreement is based largely on mutual trust and confidence. The Parties here to agree to carry out this Agreement in fair and cooperative spirit for their mutual benefit. Any dispute, difference or disagreement arising between the Parties, including determination of breach and determination of appropriate penalty for the culpable party, shall first be resolved amicably. Any action filed to enforce the provisions of this agreement shall be filed in the proper courts in the City of Manila, to the exclusion of all other courts.</p>		
	Terms of the Contract		
	<ol style="list-style-type: none"> 1. This Contract shall be effective upon signing of the contract for a period of one (1) year, provided that an annual evaluation of the Contractor’s performance shall be done to decide for renewal. Any performance rating below Very Satisfactory shall give PGH the option to terminate the Contract. The standards and form of the evaluation shall be formulated by PGH, including but not limited to: Service Rendered, timeliness of radiopharmaceutical deliveries, timeliness of reports, turnaround times, and response times and backlogs. 2. Quarterly performance evaluation shall also be performed. An Unsatisfactory rating for the quarterly evaluation shall be grounds for pre-termination of the Contract. 3. Any renewal, hold-over, or extension shall be effective only upon the express agreement in writing by PGH and the Contractor and communicated to the Contractor herein at least sixty (60) days before the 		

	expiration of the Contract. In case an emergency situation arises within sixty (60) day period to the expiration date, a shorter period to notify the Contractor about any such renewal, holdover, or extension, shall be done by PGH.		
	Network service delivery as backup		
	<ol style="list-style-type: none"> 1. PGH PET/CT patients should be delegated to Alternative Centers that the Contractor also operates, if the following conditions are met: <ol style="list-style-type: none"> a. During downtime of the PGH PET/CT machine for any reason projected to last more than 7 calendar days. b. For patients who cannot be accommodated within 7 days of approved request 2. The choice of which alternative centers for transfer shall be the prerogative of PGH and the patient provided that the patient is fully informed of the total procedure price and locations available. 3. All scanning done will have images sent to PGH PET/CT Center for official reading. Means of securely sending of images to PGH will be the responsibility of the Contractor. 4. Services sent out through this mechanism shall be accounted for as follows: <ol style="list-style-type: none"> a. Using the usual mechanisms, the Contractor will charge PGH; PGH will collect payments; and PGH will pay the Contractor. b. Network service per patient examination shall consist of payments for: <ol style="list-style-type: none"> i. Radiopharmaceuticals and Consumable Costs (PGH rates, ref. Sec. VII.1-2); ii. Alternative Center Use Fee (which accounts for entailed costs in use of the alternative machine and facility); c. Manpower Cost for the network service is considered covered by the fixed Manpower and Outsourcing Fee (ref. Sec. VII.3). d. Network service will be billed to PGH not exceeding the following the rates per patient subject to terms of payment in Section X: Procedure (A) PET/CT FDG + CT Plain PET/CT FDG + CT Contrast PET/CT FPSMA + CT Plain PET/CT FPSMA + CT Contrast FBB PET/CT Rates of Procedure Per Patient (PHP) (B) PET/CT FDG + CT Plain 37,500 PET/CT FDG + CT Contrast 42,500 PET/CT FPSMA + CT Plain 59,500 PET/CT FPSMA + CT Contrast 69,500 FBB PET/CT 83,500 		
	Determination of the winning bidder		
	<ol style="list-style-type: none"> 1. Complete submission of the eligibility requirements. 2. Proof of competency of proposed personnel under 		

	<p>service management (particularly relevant to regulatory requirements of the facility)</p> <p>3. Ability to provide a complete set of radiopharmaceuticals to run the facility (Section VII and Appendices).</p> <p>4. Bid for consumable prices not exceeding the rates specified in Section VII-1&2.</p> <p>5. Bid for the Operations of the PET/CT facility not exceeding the rate specified in Section VII-3.</p> <p>6. Ability to provide a network service delivery as backup.</p>		
	Mobilization period		
	<p>1. The Contractor will be allowed a maximum of 3 months upon facility turn-over by PGH to mobilize. This period includes PNRI licensing, hiring, and other necessary preparations.</p> <p>2. No fees shall be incurred to PGH during the mobilization period.</p>		

TERMS AND CONDITIONS:

Documents required of the contractor during post-qualification:

1. Preventive Maintenance Checklist-includes list of activities during preventive maintenance per quarter
2. Certified true copy of the Certificate of Service Authorization for the last three (3) years. the equipment principal and the CONTRACTOR for local service must have been in business partnership for at least three (3) years.
3. Certified true copy of Certificate of Training of local service engineer(s) specific to the provision of preventive maintenance and repair of the equipment.

I hereby certify to comply and deliver all the above requirements.

Name of Company/ Bidder

Signature over Printed Name of Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) 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
- (c) Mayor’s or 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
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
and
- (e) Notarized UP Questionnaire

Technical Documents

- (f) 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; **and**
- (g) 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 the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and 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 bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s); **and**
- (c) Original of duly signed and accomplished Price Schedule "Annex A"

Other documentary requirements under RA No. 9184 (as applicable)

- (a) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (b) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bid Form

Date: _____
Project Reference No.: BAC1-2023-12-0125

THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital
Taft Avenue, Manila

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *perform the* **Outsourcing of the Philippine General Hospital PET/CT Operations**, in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the 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 prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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 *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder: _____ Project Reference No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	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. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project Ref No. _____ Page ____ of ____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Agreement

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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.
4. The *[Name of the procuring entity]* 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.

<p><i>[Insert Name and Signature]</i></p> <p><i>[Insert Signatory's Legal Capacity]</i></p> <p><i>for:</i></p> <p><i>[Insert Procuring Entity]</i></p>	<p><i>[Insert Name and Signature]</i></p> <p><i>[Insert Signatory's Legal Capacity]</i></p> <p><i>for:</i></p> <p><i>[Insert Name of Supplier]</i></p>
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Acknowledgment

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

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] 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.

*[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]

Bank Guarantee Form for Advance Payment

THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital

Taft Avenue, Manila

Name of Contract: _____

Under Project Reference No. _____

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION Project Reference No.: _____

BIDS AND AWARDS COMMITTEE 1

UPM-Philippine General Hospital
Taft Avenue, Manila

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.

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]

Performance Securing Declaration (Revised)

[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/manufacture/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]

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

Project Reference No.: **BAC1-2023-12-0125**

ABC: **Php10,800,000.00**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the **Audited Financial Statements**, submitted to the Bureau of Internal Revenue (BIR).

		Year 2022
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) using the following formula, must be equal to the ABC to be bid:

NFCC = [(current assets – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC Computation

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total amount of the Value of Outstanding Contracts	
Total NFCC Computation	

(Signature over Printed Name of
Authorized Representative)

(Signatory's Legal Capacity)

Duly authorized to sign Bid for and on behalf of _____

Standard Form Number: SF-GOOD-17
Revised on: May 24, 2004
University of the Philippines/
Philippine General Hospital

Project Reference No. **BAC1-2023-12-0125**
Name of Project: **OUTSOURCING OF THE PHILIPPINE
GENERAL HOSPITAL PET/CT
OPERATIONS**
Location of Project: **Radiology
Department, UP-Philippine General
Hospital**

Joint Venture Agreement

KNOWN ALL BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of
legal age, _____, owner/proprietor of _____
(civil status)
and a resident of _____.

-and-

_____, of legal age, _____,
(civil status)
owner/proprietor of _____ a resident of _____.

That both parties agree to join together their manpower, equipment, and what is need to
facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-
under stated project to be conducted by the University of the Philippines Manila/Philippine
General Hospital.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to 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 Venture Agreement shall remain in effect only for the above stated Projects
until terminated by both parties.

Done this ___ day of _____, in the year of the Lord _____

(Name of Company)

(Address of the Company)

(Telephone & Fax of the Company)

(Website Address of the Company)

(e-Mail Address of the Company)

(Date of Issuance)

Letter of Acceptance

This is to certify that _____ has satisfactorily delivered
(Name of Bidder)

(Item Description)

under P.O. No/s. _____ with Sales Invoice No. _____ and accepted on
_____. Said company has no more pending obligation with us regarding their
delivery/ies.

(Signature over Printed Name)

(Position)

(Company Name)

Note: This is a sample template only

Questionnaire for Prospective Bidders
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Amount of Project	Duration Start/End (Dates)	Status (On-going/ Completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

3. Has your company ever been suspended or blacklisted by any government agency or private company?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Name of government agency/ company	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

4. Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

5. Do you certify that all the documents submitted by your Company and personnel are authentic?

YES	NO

6. Is there any pending investigation and/or case filed against your Company or your personnel in any court or any similar institutions in relation to any government contracts awarded to your company? In relation to practice of profession of any of your personnel?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

For Personnel

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder : _____
 Authorized Representative : _____
 Official Designation : _____
 Company : _____
 Date : _____

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__,
affiant exhibited to me his/her Community Tax Certificate No. _____
issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20__
PTR No.: _____
Issued at: _____
Issued on: _____
TIN: _____

Project Reference No. **BAC1-2023-12-0125**
 Name of Project: **OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS**
 Location of Project: **DEPARTMENT OF RADIOLOGY, UPM-PHILIPPINE GENERAL HOSPITAL**

**Statement of All On-Going Government and Private Contracts
Including Contracts Awarded But Not Yet Started**

BusinessName: _____
BusinessAddress _____

[illegible]

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Total Cost	
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Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

PRICE SCHEDULE

Project Reference No. **BAC1-2023-12-0125**
Name of Project: **OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS**
Location of Project: **DEPARTMENT OF RADIOLOGY, UPM-PHILIPPINE GENERAL HOSPITAL**

Statement of the Single Largest Completed Contract

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certification of Acceptance

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Project Reference Nos.: BAC1-2023-12-0125 - **OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS**
for Department of Radiology – Duration: One (1) Year Contract
under Public Bidding

Opening of Bid: **26 January 2024, Friday, 9:30 AM**
BAC 1 Conference Room, UP-PGH, Taft Avenue, Manila

AGENCY'S REQUIREMENTS						BID PROPOSAL				Remarks
Item No.	Item Description/Scope of Work	Qty	UOM	Unit Cost (PhP)	Total Cost (PhP)	Bidder's Specifications/ Scope of Work	Brand	Unit Cost (PhP)	Total Cost (PhP)	
1	<p>Eligibility Requirement of the Prospective Contractor</p> <p>The prospective service provider shall comply with all the requirements stated below:</p> <p>1. Shall have a minimum of four (4) year experience in PET/ CT Operations, and at least three (3) operational PET/ CT Sites.</p> <p>a. Valid License to Operate (LTO) from the Philippine FDA</p> <p>b. Certified True Copy of Contracts or other pertinent documentation of previous and present PET/ CT Operations within the Philippines.</p> <p>c. Certificate of Performance Evaluation of at least “VERY SATISFACTORY” from a government facility client.</p> <p>2. Experience in at least five thousand (5,000) PET/ CT Procedures</p> <p>a. Notarized Certificates of Annual</p>	1	YEAR	10,800,000.00	10,800,000.00					

<p>Census/Case Loads with current clients.</p> <p>3. Competence to supply the following Radio pharmaceuticals:</p> <p>a. [18F] – Fluorodeoxyglucose (FDG)</p> <p>b. [18F] – Prostate Specific Membrane Antigen (FPSMA)</p> <p>c. [18F] – Florbetaben (FBB)</p> <p>d. [177Lu] – Prostate Specific Membrane Antigen (LuPSMA)</p> <p>4. Demonstrated ability to divert patient load from one PET/ CT facility to another in its network of facilities should the need arise, such as in the event of breakdown or backlog (see Network Service Delivery, Section V.</p> <p>5. Notarized Certificate from the Manufacturer of Radiopharmaceuticals that guarantees the consistent supply of Radiopharmaceuticals to PGH PET/ CT Center.</p> <p>6. The prospective supplier must submit the following documents:</p> <p>a. Complete company profile;</p> <p>b. Company organizational chart with names of persons in key positions;</p> <p>c. Proof of a functional Human Resources Department;</p> <p>d. Certified true copies of the following</p> <p>i. Business License or Mayor’s Permit;</p> <p>ii. Securities and Exchange Commission (SEC) Certificate of Registration;</p>									
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<p>iii. Latest Annual Income Tax Return (ITR);</p> <p>iv. Tax Clearance (BIR Form 17.14B);</p> <p>v. SSS Clearance;</p> <p>vi. Pag-ibig Clearance;</p> <p>vii. Sworn certification in the non-existence of all existing suits pending against or on behalf of the company;</p> <p>viii. Valid Certificate of Registration with DOLE as an Independent Contractor and certification that it has no ongoing case for cancellation of the said certificate.</p> <p>e. Affidavit that the company has no derogatory record with any UP unit or facility as with other government or private agencies.</p> <p>f. Affidavit that the company has no ongoing lawsuit/litigation with current clients.</p> <p>Roles and Responsibilities of the Contractor</p> <p>The Contractor is responsible for the:</p> <p>1. Licensing of the PET/CT Center with all applicable government agencies and institutions.</p> <p>2. Hiring and training of personnel which must include but not limited to the following:</p> <p>a. Receptionist</p> <p>b. Registered Nurse</p> <p>c. Registered Radiologic Technologists</p> <p>d. Registered Medical Technologist</p>									
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<p>e. Nuclear Medicine Technologist f. Supervisor of PET/CT Center g. Administrative Staff h. Housekeeper</p> <p>3. Facility preparation and maintenance of cleanliness and orderliness.</p> <p>4. Schedule, work shift, and post of each manpower assigned for operations.</p> <p>5. Acquisition, delivery, storage and inventory of radiopharmaceuticals, drugs and other medical supplies required for the operation of varied PET/CT Procedures subject to PGH monitoring and approval where applicable.</p> <p>6. Day-to-day operations of the facility from patient scheduling, patient interview and preparation, radiopharmaceutical administration, scanning of patients, data management, and releasing of results.</p> <p>7. Bookkeeping, generation of accounting data and sales report.</p> <p>8. Safekeeping of patient records, data, and images for retrieval or storage.</p> <p>9. Oversight and management of operations to ensure service quality and patient safety. It shall create a patient evaluation form and will transmit this form at the end of every quarter to the patient safety and quality committee of the Philippine General Hospital</p>									
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<p>10. Monitor, check, and report any malfunction of the equipment and peripherals to PGH in a timely manner.</p> <p>11. Make the necessary upgrade to the facilities and equipment with the express agreement of PGH.</p> <p>12. Adhere to PGH policies and guidelines as issued and promulgated.</p> <p>13. As may be needed for smooth operations, the Contractor may recommend radiologists and nuclear medicine physicians to PGH, subject to the approval of the Department of Radiology, the Division of Nuclear Medicine and the PGH Director.</p> <p>Roles and Responsibilities of the Philippine General Hospital</p> <p>1. PGH shall provide the PET/CT Facility and the infrastructure needed to perform PET/CT Scan procedures subject to regulatory licensing.</p> <p>2. PGH shall acquire, purchase and install a brand-new PET/CT, including all related hardware and software, electrical lines etc., and all peripherals and accessories connected with the PET/CT machine.</p> <p>3. Shall provide all necessary biomedical equipment needed for PGH PET/CT operation such as but not limited to weighing scale, pulse oximeter, contrast injector,</p>									
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<p>thermometer, sphygmomanometer, stethoscope, capillary blood sugar tester, and others.</p> <p>4. PGH shall outsource the PET/CT facility operation to the Contractor.</p> <p>5. PGH shall control and supervise the performance of duties and responsibilities of the Contractor and conduct evaluations based on service output.</p> <p>6. PGH shall pay the Manpower and Outsourcing Service Fee to the Contractor.</p> <p>7. PGH shall exclusively purchase FDG, FPSMA, FBB, and LuPSMA from the winning bidder at a fixed price per dose but not higher than what is stipulated in Section VII. Radiopharmaceuticals that may become available in the future, whether they may be therapeutic, diagnostic or for research purposes shall only be offered with the express consent of both parties and at a cost that is agreeable to both.</p> <p>8. PGH shall agree that price of radiopharmaceuticals may only be changed by mutual agreement between PARTIES.</p> <p>9. PGH shall bear the preventive maintenance and corrective service costs of PET/CT machine, including all related computer hardware, software, electrical line, and all peripherals and accessories connected with the</p>									
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<p>PET/CT machine.</p> <p>10. PGH shall bear the cost for the parts that need to be replaced, including but not limited to CT Tube, Detectors, and any other parts with their needed performance test after replacing such parts.</p> <p>11. PGH shall provide the readers from both the Department of Radiology and Division of Nuclear Medicine, notwithstanding that, when necessary for smooth operations, the Contractor may recommend and provide readers to PGH subject to approval of the Department of Radiology, the Division of Nuclear Medicine and the PGH Director (Section III.12).</p> <p>12. The radiation exposure activities of the facility shall be under the supervision of the PGH Radiation Safety Committee. PGH shall supervise the practice of the facility Radiation Safety Program and provide a medical physicist as Radiation Protection Officer. When necessary for regulatory purposes, the Contractor may recommend and provide a consultant medical physicist to PGH subject to the mutual agreement of both parties.</p> <p>13. PGH shall be the sole collector of fees for the services rendered.</p> <p>14. PGH shall ensure that the equipment vendor or manufacturer will provide vendor specific</p>																			
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<p>applications training to all concerned staff of the service provider. PGH shall include the manpower or staff of the service provider in PGH-provided training programs, seminars, and other similar activities for the purposes of this engagement.</p> <p>Hours of Operation</p> <p>The service provider shall operate the facility 5 days/week from 7am to 5pm except holidays.</p> <p>Backlogs</p> <p>The service provider guarantees to schedule patients within 7 days of approval of a PET/CT request. To avoid scheduling backlogs, the service provider, at the written request of PGH may operate the facility on weekends provided that overtime fees for personnel are paid.</p> <p>Outsourcing Service fees and PET/CT Procedure Costs</p> <p>Prospective service providers shall submit a bid no higher than the recommended fees below:</p> <p>1. Radiopharmaceutical Cost (VAT INCLUSIVE)</p> <p>a. FDG P17,000.00/dose</p> <p>b. FPSMA P49,000.00/dose</p>									
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<p>c. FBB P69,000.00/dose d. Lu-PSMA P400,000.00/dose 2. Consumables Cost (VAT INCLUSIVE) a. Non-Contrast P1,000.00/patient b. With Contrast P6,000.00/patient 3. Manpower and Outsourcing Service Fee (VAT INCLUSIVE) Manpower and Outsourcing Service Fee of Nine Hundred Thousand Pesos (PHP 900,000.00) per month.</p> <p>The service contract shall have an ABC of PHP 10,800,000.00 for the one (1) year contract, at PHP 900,000.00 per month.</p> <p>PET/CT Procedure Price</p> <p>PGH will have the sole discretion on the pricing of PET/CT services. Pricing should however be competitive from other PET/CT Scan facilities.</p> <p>Tests and Procedures</p> <p>At minimum, the following procedures must be made available: See (Appendix: Table 1 and 2).</p> <p>Rates and Terms of Payment</p> <p>PGH shall pay the service provider on a fixed rate for manpower and outsourcing services including but not</p>									
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<p>limited to the bio informatics service, and other miscellaneous services covered in Section II and III. PGH shall pay the service provider on a per test basis which shall cover radiopharmaceuticals, reagents and consumables in Section VII. For patients sent by PGH to network facilities, see Section XVI.</p> <p>2. The Contractor shall bill PGH on or before the 15th of the succeeding month.</p> <p>3. PGH shall pay the Contractor on the following schedule:</p> <p>a. For cash pay patients – on or before the 30th day after receipt of the billing statement</p> <p>b. For charged patient under PhilHealth/PCSO/other sponsorship – on or before the 60th day of receipt of billing statement</p> <p>c. For accounts receivable of any amount that have lapsed beyond the aforementioned time limits, PGH shall be obliged to tap alternative fund sources that can be used to pay the service provider.</p> <p>d. In the event of delayed payments, the service provider may suspend credit-dependent services in order to focus on cash paying services in the interest of sustaining operations.</p> <p>4. The per test rate to be paid to the Contractor shall be valid for one year, unless revised or adjusted based</p>									
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<p>on the following conditions:</p> <ul style="list-style-type: none"> a. Increase in ex-factory transfer prices (yearly) b. Fluctuations in foreign exchange c. Government-mandated regulations or laws that may result in price adjustments d. Other conditions as agreed between the Contractor and PGH. <p>5. The Contractor shall inform PGH in writing, at least sixty (60) days before the expected effective date of the adjustment.</p> <p>6. Any price change shall be subject to the approval of PGH.</p> <p>7. Final cost chargeable to the patients shall be the sole prerogative of PGH.</p> <p>Warranties and Liabilities for Losses and Damages</p> <p>1. The personnel and other employees of the Contractor, in the performance of the work under the contract, shall be under the direct control and supervision of the Contractor.</p> <p>2. The Contractor shall be liable for losses and damages caused to the properties and facilities of PGH due to the fault or negligence of the Contractor and its personnel while in the performance of their duties or in the course of their stay within their places of assignment.</p> <p>3. The Contractor binds itself to hold</p>									
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<p>PGH or any of its officials, employees and/or agents free and harmless from any liability for the personal injury, or damage, including death, sustained or caused by or to the Contractor or any of its personnel assigned to PGH during the lawful performance of their duties or in the course of their stay within the places of assignment.</p> <p>4. Should PGH find the performance of any of the assigned personnel to be unsatisfactory, or should any of the personnel commit acts inimical to the interest of PGH, PGH may immediately bar said personnel from performing further service and thereafter notify the Contractor in writing to replace the identified personnel stating the reason/cause of the request.</p> <p>5. The Contractor shall, within five (5) days from receipt of the written request from PGH, replace the said personnel with another one acceptable to PGH.</p> <p>6. Before any personnel is separated from the service or allowed to resign by the Contractor, the Contractor shall secure the necessary clearance from PGH to ensure that any and all financial or other accountability of the personnel to PGH are duly settled and complied with. Otherwise, the Contractor agrees to hold itself liable with the concerned personnel for any accountability that the latter may have</p>									
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<p>with PGH.</p> <p>7. The Contractor shall post in favor of the University of the Philippines Manila/PGH a Performance Bond in acceptable form as provided for in Section 39.1 of R.A.9184.</p> <p>8. The posting of the Performance Bond is a precondition before the first payment by PGH to the Contractor for the services rendered under this contract.</p> <p>Confidentiality, Privacy, Non-Disclosure and intellectual Property</p> <p>1. PGH shall retain ownership of the data and information generated by the tests, unless yielded to another entity in writing.</p> <p>2. The Contractor shall comply with the provisions of the Philippine Data Privacy Act or R.A. 10173. The Contractor shall be held liable for any data breach on their part.</p> <p>3. Any information or data that may come to the knowledge of, acquired and/or obtained by the PARTIES, in the performance of their obligations under this Contract including their respective employees, officers and representative shall not be made known to any third party without the written authority from the other PARTY. Regardless of the period of</p>									
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<p>this Contract, the PARTIES shall be bound by the absolute confidentiality provided herein until such time as said information or data will be published or otherwise disclosed to the general public by the owner of the information, record or data. Any violation of the confidentiality provided herein by either of the PARTIES shall entitle the innocent PARTY to claim for damages and other remedies and a ground for the unilateral termination of this contract by the innocent PARTY without any notice.</p> <p>4. Failure to observe this clause would result in breach of trust where the innocent PARTY may terminate the Contract and claim damages from the erring PARTY.</p> <p>Radiopharmaceutical Deliveries, Radioactive Material Handling, and Radioactive Waste Management</p> <p>Radiopharmaceutical deliveries, radioactive material use and storage, and management of radioactive wastes shall be managed in accordance with the Radiation Safety Program established by the PET/CT Center facility as required by local regulations such as PNRI (Philippine Nuclear Research Institute) and DOH-FDA (Department of Health–Food and</p>									
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<p>Drug Administration), under consultation with the PGH assigned medical physicist and the PGH Radiation Safety Committee.</p> <p>Dispute Resolution and Jurisdiction</p> <p>This Agreement is based largely on mutual trust and confidence. The Parties here to agree to carry out this Agreement in fair and cooperative spirit for their mutual benefit. Any dispute, difference or disagreement arising between the Parties, including determination of breach and determination of appropriate penalty for the culpable party, shall first be resolved amicably. Any action filed to enforce the provisions of this agreement shall be filed in the proper courts in the City of Manila, to the exclusion of all other courts.</p> <p>Terms of the Contract</p> <p>1. This Contract shall be effective upon signing of the contract for a period of one (1) year, provided that an annual evaluation of the Contractor's performance shall be done to decide for renewal. Any performance rating below Very Satisfactory shall give PGH the option to terminate the Contract. The standards and form of the evaluation shall be formulated by</p>									
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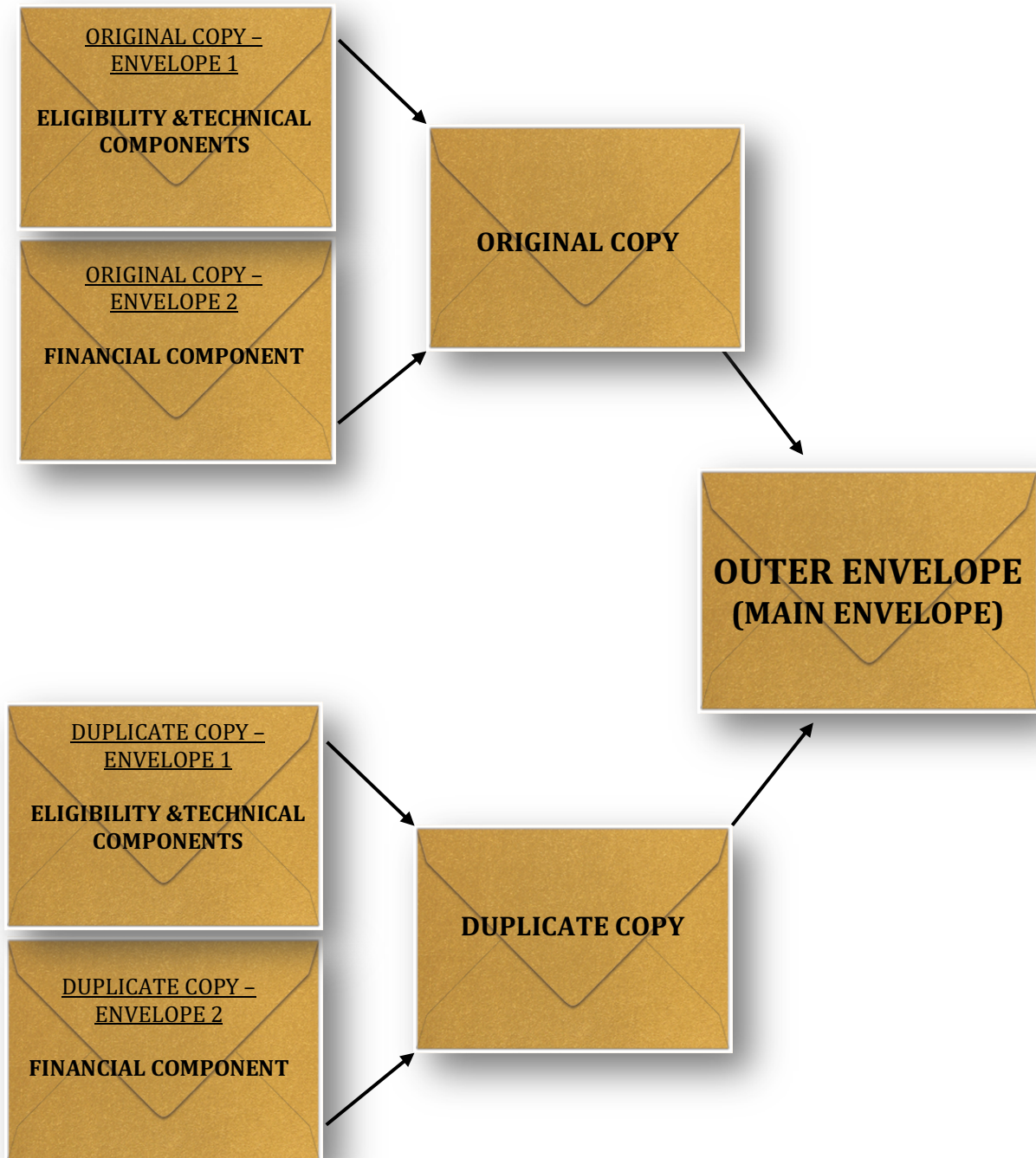
<p>PGH, including but not limited to: Service Rendered, timeliness of radiopharmaceutical deliveries, timeliness of reports, turnaround times, and response times and backlogs.</p> <p>2. Quarterly performance evaluation shall also be performed. An Unsatisfactory rating for the quarterly evaluation shall be grounds for pre-termination of the Contract.</p> <p>3. Any renewal, hold-over, or extension shall be effective only upon the express agreement in writing by PGH and the Contractor and communicated to the Contractor herein at least sixty (60) days before the expiration of the Contract. In case an emergency situation arises within sixty (60) day period to the expiration date, a shorter period to notify the Contractor about any such renewal, holdover, or extension, shall be done by PGH.</p> <p>Network service delivery as backup</p> <p>1. PGH PET/CT patients should be delegated to Alternative Centers that the Contractor also operates, if the following conditions are met:</p> <p>a. During downtime of the PGH PET/CT machine for any reason projected to last more than 7 calendar days.</p>									
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<p>b. For patients who cannot be accommodated within 7 days of approved request</p> <p>2. The choice of which alternative centers for transfer shall be the prerogative of PGH and the patient provided that the patient is fully informed of the total procedure price and locations available.</p> <p>3. All scanning done will have images sent to PGH PET/CT Center for official reading. Means of securely sending of images to PGH will be the responsibility of the Contractor.</p> <p>4. Services sent out through this mechanism shall be accounted for as follows:</p> <p>a. Using the usual mechanisms, the Contractor will charge PGH; PGH will collect payments; and PGH will pay the Contractor.</p> <p>b. Network service per patient examination shall consist of payments for:</p> <p>i. Radiopharmaceuticals and Consumable Costs (PGH rates, ref. Sec. VII.1-2);</p> <p>ii. Alternative Center Use Fee (which accounts for entailed costs in use of the alternative machine and facility);</p> <p>c. Manpower Cost for the network service is considered covered by the fixed Manpower and Outsourcing Fee (ref. Sec. VII.3).</p>									
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<p>d. Network service will be billed to PGH not exceeding the following the rates per patient subject to terms of payment in Section X:</p> <p>Procedure (A) PET/CT FDG + CT Plain PET/CT FDG + CT Contrast PET/CT FPSMA + CT Plain PET/CT FPSMA + CT Contrast FBB PET/CT</p> <p>Rates of Procedure Per Patient (PHP) (B) PET/CT FDG + CT Plain 37,500 PET/CT FDG + CT Contrast 42,500 PET/CT FPSMA + CT Plain 59,500 PET/CT FPSMA + CT Contrast 69,500 FBB PET/CT 83,500</p> <p>Determination of the winning bidder</p> <ol style="list-style-type: none"> 1. Complete submission of the eligibility requirements. 2. Proof of competency of proposed personnel under service management (particularly relevant to regulatory requirements of the facility) 3. Ability to provide a complete set of radiopharmaceuticals to run the facility (Section VII and Appendices). 4. Bid for consumable prices not exceeding the rates specified in Section VII-1&2. 									
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	<p>5. Bid for the Operations of the PET/CT facility not exceeding the rate specified in Section VII-3.</p> <p>6. Ability to provide a network service delivery as backup.</p> <p>Mobilization period</p> <p>1. The Contractor will be allowed a maximum of 3 months upon facility turn-over by PGH to mobilize. This period includes PNRI licensing, hiring, and other necessary preparations.</p> <p>2. No fees shall be incurred to PGH during the mobilization period.</p>									
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Sample Diagram for Bid Packaging



Sealing and Marking of Envelopes

ALL folders / envelopes shall be marked in accordance with Section 20.4 of the Instruction to Bidders in the Bidding Documents, which shall contain the following:

- Name of the contract to be bid in **CAPITAL LETTERS**;

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OUTSOURCING OF THE PHILIPPINE GENERAL HOSPITAL PET/CT OPERATIONS

- Name and address of the prospective bidder in **CAPITAL LETTERS**;
- Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;

**BIDS AND AWARDS COMMITTEE (BAC) 1
UPM – PHILIPPINE GENERAL HOSPITAL
TAFT AVENUE, MANILA**

- Bear the specific identification of this bidding process indicated in ITB Clause 1.2;

Project Reference No.: BAC1-2023-12-0125

Bear a warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of bids, in accordance with ITB Clause 18