

PHILIPPINE BIDDING DOCUMENTS

For the

**FACILITIES MANAGEMENT SERVICES FOR PGH
CENTRAL BLOCK (1ST TO 3RD FLOORS), DEPARTMENT
OF EMERGENCY MEDICAL SERVICES, OB-AS,
OPERATING ROOM COMPLEX, ORSA,
BAYANIHAN ISOLATION FACILITY,
DORM 1 INCLUDING OPERATIONAL MANAGEMENT OF
GEN SET AND SUBSTATIONS AT POWER HOUSE
(SERVICE WING),
CHILLER SYSTEM AT CHILLER PLANT
AND PUMP SYSTEM AT PUMP ROOMS**

Project Reference No.: PUR23-08-0758

**End-User: OFFICE OF THE ENGINEERING &
TECHNICAL SERVICES**

UPM – PHILIPPINE GENERAL HOSPITAL

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	29

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

FACILITIES MANAGEMENT SERVICES FOR PGH CENTRAL BLOCK (1ST TO 3RD FLOORS), DEPARTMENT OF EMERGENCY MEDICAL SERVICES, OB-AS, OPERATING ROOM COMPLEX, ORSA, BAYANIHAN ISOLATION FACILITY, DORM 1 INCLUDING OPERATIONAL MANAGEMENT OF GEN SET AND SUBSTATIONS AT POWER HOUSE (SERVICE WING), CHILLER SYSTEM AT CHILLER PLANT AND PUMP SYSTEM AT PUMP ROOMS

1. The *University of the Philippines Manila – Philippine General Hospital (UPM-PGH)*, through the *Fund 101* intends to apply the sum of **Forty-Two Million Five Hundred Eighty-Four Thousand Four Hundred Thirteen Pesos & 00/100 Only Php42,584,413.00**, 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 *Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms under Project Reference No.: PUR23-08-0758*. 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 by 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 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 **29 November 2023** 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 **Twenty-Five Thousand Pesos (Php25,000.00)***. 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 **07 December 2023, 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, 21 December 2023**. 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 **21 December 2023, 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:

BAC1 Secretariat
UP-Philippine General Hospital
PGH Compound
Taft Avenue, Manila
Telephone No.: 8554-8400 local 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 (BAC) 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 Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms* with identification number **PUR23-08-0758**.

The Procurement Project (referred to herein as “Project”) is composed of *Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms* 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 **Forty-Two Million Five Hundred Eighty-Four Thousand Four Hundred Thirteen Pesos & 00/100 Only Php42,584,413.00**).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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 **BAC1 Conference Room, BAC1 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**.
- 14.2. The Bid and bid security shall be valid until *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 one 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.

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.

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 having several items 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Facilities Management Services</p> <p>b. Completed within 2 <i>years</i> prior to the deadline for the submission and receipt of bids.</p>				
7.1	<i>Subcontracting is not allowed</i>				
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>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</p> <p>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.</p>				
19.3	Item No.	Qty.	UOM	Item Description	Unit Cost
	1	1	CONTRACT	Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms	42,584,413.00
	Total Approved Budget for the Contract: PHP42,584,413.00				
20.2	<p>1. Latest Income and Business Tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p>2. License to Operate (LTO) if applicable.</p>				
21.2	Not applicable				

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 the 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><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</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.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol 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>
	<ol 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> <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <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>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

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	Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms	1 contract	Upon receipt of the Notice to Proceed (NTP)

Total Approved Budget for the Contract:

Php42,584,413.00

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

Name of Company/ Bidder

Signature over Printed Name of 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 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

Item	Specification	Statement of Compliance
		<p><i>[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 equipment 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 etc., as appropriate. 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.]</i></p>

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
1	Facilities Management Services for PGH Central Block (1 st to 3 rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Sub-stations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms	1 contract	

TERMS OF REFERENCE

A. PROJECT TITLE:

Facilities Management Services for PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, DORM 1 including Operational Management of Gen Set and Substations at Power House (Service Wing), Chiller System at Chiller Plant and Pump System at Pump Rooms

B. PROJECT DESCRIPTION:

An outsource Service Provider shall cover in general the following:

1. Management of Biomedical and Non-Biomedical Equipment and Devices.
2. Management of preventive master control and technical assistance with renewal, including existing and all new delivered items.
3. Repair and Maintenance of Biomedical and Non-Biomedical Equipment.
4. Preventive Maintenance for Air-conditioned and Mechanical Ventilation System equipment at the Department of Emergency Medical Services, OB-AS, Operating Room Complex and Bayanihan Isolation Facility and Dorm 1.
5. Stand by Generator Set Operatorship and Sub-stations at DEMs and Power House (Service Wing).
6. Dedicated staff for medical equipment transport at 3rd Floor OR Theaters for 2 shifts/day.
7. Inclusion of identified spare parts for facilities management and medical equipment.
8. Staffing for services under Item 1 to Item 7.
9. Facilitation of the current services agreement/contract holders in the repair and maintenance of current and new delivered equipment and facility in coordination with the Office of the Engineering and Technical Services (OETS) and UP-PGH Administration.

10. Area of Coverage: 1st Floor (Radiology Department, Radioisotope Unit, Central Block – Pharmacy, Courtyard, Inner Central Block), 2nd Floor (Inner Central Block excluding CENICU), stand by generator sets and sub-stations, Department of Emergency Medical Services, OBAS, 3rd Floor (OR Complex), ORSA and Bayanihan Isolation Ward Department. Also included specifically are the chiller System (at the Chiller Plant) and the Pump System (at the Pump Rooms) and the Atrium.
11. Monitoring, Verification and Acknowledgement of alarm issues with regards to Fire Detection and Alarm System at Department of Emergency Medicine and OBAS.
12. Deployment of administrative staff at OETS that are responsible for clerical works under Medical and Non-Medical Equipment documents.

C. APPROVED BUDGET FOR CONTRACT (ABC)

Forty Two Million Five Hundred Eighty Four Thousand Four Hundred Thirteen Pesos only (Php42,584,413.00) inclusive of tax.

Contract Price includes administrative, supervision, and overhead expenses, spare parts, repair, labor cost, use of facilities, tools and equipment.

D. DETAILED BUDGET FOR THE ABC:

I	Electro Mechanical Works	9,460,000.00	22.21%
----------	---------------------------------	---------------------	---------------

	<p>Management of Facilities Equipment through its life cycle.</p> <p>Implementation of Proper Corrective and Preventive Maintenance Program.</p> <p>Asset Management Implementation to prolong the life of the equipment.</p> <p>24/7 on duty or 3 shifts per day including Sundays and Holidays.</p> <p>1 lot of Air Handling Units 1 lot of VRF System at OR Complex</p> <p>1 lot of VRV System at ER Complex</p> <p>1 lot of Split Type AC Units at ER, OBAS, Bayanihan Isolation Facility and Ground to 3rd Floor of Central Block Building</p> <p>1 lot of Window Type AC Units at ER, OBAS, Bayanihan Isolation Facility and</p>		
--	---	--	--

	<p>Ground to 3rd Floors of Central Block Building</p> <p>1 lot of Fire Protection and Alarm System</p> <p>1 lot of Mechanical Ventilation (Exhaust) System at ER, OBAS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building</p> <p>1 lot of Vertical Lift System at Ground to 3rd Floors of Central Block Building</p> <p>1 lot of Chiller System at Ground to 3rd Floors of Central Block Building</p> <p>1 lot of Chilled Water and Pump System at Ground to 3rd Floors of Central Block Building</p>		
--	---	--	--

II	Medical Equipment	7,996,000.00	18.78%
	<p>Management of medical equipment through its life cycle.</p> <p>Implementation of Proper Corrective and Preventive Maintenance Program.</p> <p>Incoming inspection and testing activity of new delivered equipment.</p> <p>Management of hazard recall and alert of medical equipment.</p> <p>Technical assessment and recommendation for medical equipment.</p> <p>Transport of Medical Equipment within the OR Complex.</p> <p>24/7 on duty or 3 shifts per day including Sundays and Holidays</p>		

	<p>Available biomed staff on site for faster response time.</p> <p>Anesthesia, Vaporizer, No Exchange Cycle Anesthesia, Ventilator Aspirator, Emergency Aspirator, Low Volume Bed, General Care, Electric Continuous Positive Airway Pressure Unit Defibrillator/Monitor, Automatic Dental Delivery Unit Electrocautery Unit Electro-surgery Unit Incubator, Neonatal Incubator, Neonatal, Transportable Laryngoscope, Video Light, Exam Light, Surgical, Ceiling Mounted Monitor System, Central Station Monitor System, Module Rack/Display Monitor System, Module, Multi-parameter Monitor System, Module, Non-Invasive Blood Pressure/Pulse Oximetry Monitor, Fetal Monitor, Physiological, Multi-parameter Nebulizer, Pneumatic Oxygen Concentrator Pump, Infusion, Module Pump, Infusion, Single Channel Pump, Infusion, Syringe Rad Unit, Dental, Panoramic Refrigerator/Freezer, Lab Scale, Electronic Scale, Mechanical Scale, Neonatal Sphygmomanometer, Manual, Aneroid Sterilizer, Steam, Small Table, Surgical Ultrasound, Diagnostic, General Purpose Ultrasound, Diagnostic, OB Ventilator, Adult Ventilator, Adult, with Compressor Ventilator, Transport Warmer, Neonatal</p>		
III	Electrical Works	5,976,000.00	14.03%
	Management of Facilities Equipment through its life cycle.		

	<p>Implementation of Proper Corrective and Preventive Maintenance Program.</p> <p>Asset Management Implementation to prolong the life of the equipment. This shall be made available on real time to the OETS and Property and Supply Division.</p> <p>24/7 on duty or 3 shifts per day including Sundays and Holidays</p> <p>1 lot of Electrical System at the Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot of Electrical Transformer System at Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot of Electrical Panel System at Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot of Stand-by Generator Set at the Department of Emergency Medical Services and the Power House</p>		
IV	Water System and Plumbing Works	4,982,000.00	11.70%
	<p>Management of Facilities Equipment through its life cycle.</p> <p>Implementation of Proper Corrective and Preventive Maintenance Program. Asset Management Implementation to prolong the life of the equipment.</p> <p>24/7 on duty or 3 shifts per day including Saturdays, Sundays and holidays.</p>		

	<p>1 lot of Potable Water System at Department of Emergency Medical Services, OB-AS, Bayanihan and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot of Water Pump System at the Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot of Sewerage System at Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central Block Building including the Operating Room Complex and ORSA</p> <p>1 lot, Sewer Ejector Pumps at Department of Emergency Medical Services</p>		
V	Ground Maintenance, Building Facility Repair, Maintenance and Civil Works	4,000,000.00	9.39%
	<p>Management of Facilities Equipment through its life cycle.</p> <p>Implementation of Proper Corrective and Preventive Maintenance Program. Including proper hauling and disposal of garbage, debris from Correction and Preventive Maintenance.</p> <p>24/7 on duty or 3 shifts per day including Saturdays, Sundays and Holidays.</p> <p>1 lot, Maintenance Activities and Minimal Repairs for the Department of Emergency Medical Services, OB-AS, Bayanihan Isolation Facility and Ground to 3rd Floors of Central</p>		

	Block Building including the Operating Room Complex and ORSA 1 lot, Maintenance Activities and Minimal Repairs for Atrium		
VI	Annual Maintenance Services Contract	5,590,220.00	13.13%
	1 lot, Maintenance Services for Fire Detection and Alarm System (FDAS) at DEMs 1 lot of Comprehensive PM for VRF at OR Complex 1 lot of Comprehensive PM for VRV at ER Complex Inclusive of Management of Proprietary Equipment Includes proper coordination with vendor for required maintenance implementation Facilitation and implementation of vendor contract and renewal Coordination and technical acknowledgement of services of vendor Monitor and adherence to regulatory and statutory requirements Accommodate and assist vendor during Repair and Maintenance 24/7 on duty or 3 shifts per day including Sundays and Holidays for FM and HTM	360,000.00 800,000.00 1,600,000.00	
	Sub Total (PM Maintenance)	38,004,220.00	
VII	Spare Parts Allocation for HTM	3,140,193.00	7.37%
VIII	Consumables	1,440,000.00	3.38%
	TOTAL (VAT Inclusive)	42,584,413.00	

E. CONTRACT DURATION

The Contract for the whole of the works shall be for **Three Hundred Sixty-Five (365) Calendar Days** from ONE WEEK upon the receipt of Notice to Proceed by the winning bidder.

F. SELECTION OF Third-Party Service Provider (TPSP)

The selection of the Third-Party Service Provider (TPSP) shall be in accordance with existing government laws, rules, and regulations on open competitive bidding/public bidding. The bidder should have the following qualifications:

1. Notarized certifications stating that the prospective bidder is in the business in the Philippines and other countries for at least ten (10) years. Notarized certification that the company has managed Biomedical Engineering Services in hospitals with local, regional, and global presence.
2. Notarized certification that the company has managed at least 500,000 equipment items.
3. Notarized certification that the company has specialization in providing biomedical and facilities management for at least two (2) years in the Philippines.
4. Notarized certification from present or existing client of performance evaluation.
5. Provide a list of the Key Personnel to be involved in the project including Curriculum Vitae stating their Qualification, Training Certification, and Technical Training.
6. Able to conduct a preliminary inspection of equipment and facilities in UP- PGH prior to the bidding process.

G. DEFINITION OF TERMS

Facilities Management Services – Management, supervision, and oversight of all biomedical and non-biomedical equipment and devices (including building and grounds) of stated areas which house the facilities and equipment, to achieve maximum efficient utility and performance for each. This includes, among others, selection planning for acquisition, inspection, acceptance, repair and preventive maintenance and eventual retirement of equipment.

1. Proprietary Equipment – Biomedical and non-biomedical equipment manufactured and distributed by the vendor, which the after sales supply of parts (if any) and services (including specialized tools) are available only to their authorized service contractors, including access to the operating software system, password protection which remains the Intellectual Property of the manufacturer.
2. Self-performed Equipment – Equipment identified by the Out-source Service Provider and will be carried out for corrective repair and schedule preventive maintenance.

3. Inventory Management – Asset Management which identifies the procurement dates, installation and turnover dates, locations, technical descriptions, category, classification, criticality, and life cycle.
4. Operational Management – Managing the day to day operations such as staff and workload scheduling, materials requirement, and tools to accomplish a work order.
5. Preventive Maintenance (PM) – Systematic inspection, detection, correction, and prevention of incipient failures, before they become an actual or a major failure. This being a regular schedule of activities to check the equipment and replace necessary preventive maintenance (PM) parts (kits).
6. Planned Maintenance – A defined schedule conduct/perform the Preventive Maintenance.

H. LIST OF FACILITIES AND EQUIPMENT

See Annexure B for the list of facilities, biomedical and non-biomedical equipment. The full list shall include all equipment in **PGH Central Block (1st to 3rd Floors), Department of Emergency Medical Services, OB-AS, Operating Room Complex, ORSA, Bayanihan Isolation Facility, Dorm 1, Power House (Service Wing), Chiller Plant and Pump Rooms** and shall include all future acquisitions.

I. DETAILED SCOPE OF WORK

1. Biomedical Management Services

- 1.1. Inventory management
- 1.2. Management of Facilities and Biomedical equipment warranty.
- 1.3 . Management and administration of service contracts with the Original Equipment Manufacturer (OEM)/Supplier:
 - 1.3.1. Record keeping
 - 1.3.2. Review and recommendation
 - 1.3.3. Monitoring of expiration of contracts
 - 1.3.4. Facilitation of contract renewal
- 1.4. Management and tracking of all maintenance requirements and services:
 - 1.4.1. Spare parts
 - 1.4.2. Consumables
 - 1.4.3. Accessories
- 1.5. Provision of on-site program services:
 - 1.5.1. Operational management
 - 1.5.2. Devices and equipment repair
 - 1.5.3. Risk based corrective and preventive maintenance
 - 1.5.4. Equipment calibration recommendation
 - 1.5.5. Parts expense and incidental damage
 - 1.5.6. Acceptance testing, inspection, management of the installation of new equipment and end-user's application training
 - 1.5.7. De-installation of minor equipment and decommissioning of End of Useful Life

- 1.6. Planned Maintenance (PM) to be performed at the frequency recommended by the OEM.
 - 1.7. The Department-End-user, Supplier and TPSP must jointly approve any deviation from OEM/Supplier Specification including the performance of PM less frequently than OEM/Supplier recommendation/requirement.
 - 1.8. Strategic Equipment Replacement Planning
 - 1.9. Equipment utilization analysis for purchase consideration.
 - 1.10. Management reporting to the appropriate committees such as Safety Committee or Infection control.
 - 1.11. Monitoring and reporting: activities, Service Level Agreements (SLAs), Key Performance Indicators (KPIs).
 - 1.12. Biomedical equipment budgeting and Capital Expenditure (CAPEX) planning.
 - 1.13. Management assistance in complying with local authorities, manufacturer hazard alerts, product recalls and mandated update.
 - 1.14. Coordination with the end-user and OETS on equipment procurement evaluation and selection.
 - 1.15. Management for diagnostic imaging devices/equipment: Glassware shall be included and shall be defined as X-ray tubes, image intensifiers, camera
pick-up tubes, computed radiology detectors, crystals on nuclear medicine cameras, CRT tubes on monitors and all laser tubes.
 - 1.16. All software-operated equipment shall reviewed as recommended by the equipment supplier to the end-user and OETS.
2. ***Operating Room Custodian Services*** include management and performance of user operational checks to all medical equipment in the Operating Room to ensure proper functionality prior and after use.
- 2.1. Manage equipment inventory and track all Preventive Maintenance, Calibration and repair activities.
 - 2.2. Manage medical equipment inventory through monitoring of PM and Calibration Plan schedule.
 - 2.3. Interface with Doctors and Nurse Managers for Medical Equipment needed on the operating procedure.
 - 2.4. Coordinate with technical personnel to carry out PM/Calibration as scheduled.
 - 2.5. Secure a copy of all Service reports for documentation completion of maintenance activities
 - 2.6. Record keeping of documents for ISO audit purposes.
 - 2.7. Ensure that all medical equipment have updated PM/Calibration stickers
 - 2.8. Manage medical equipment asset inventory with the use of Computerized Maintenance Management System. Accommodate emergency assessment during ongoing procedure.
 - 2.9. Movement and transport of mobile medical equipment within Third (3rd) Floor Operating Room Theaters. Planned Maintenance to be

performed at the frequency recommended by the Original Equipment Manufacturer (OEM).

- 2.10. Management and tracking of all included maintenance parts and installation.
- 2.11. Replenishment of Anesthesia machine consumables such as sodasorb, water trap and bag.
- 2.12. Dedicated staff for medical equipment transport at 3rd Floor OR theaters
- 2.13. Biomedical equipment budgeting and CAPEX planning.
- 2.14. Management reporting to the appropriate committees/units such as Safety Committee or Hospital Infection Control Unit.
- 2.15. Monitoring and Reporting; activities, SLAs, KPIs.
- 2.16. Need full-time employees that will cover three (3) shifts 24/7 including holidays.

Redundancy equipment should be available as needed.

3. *Facilities Management Services* (include facilities equipment and assets such as, but not limited to, air-conditioning and ventilation system, electrical, plumbing, fire equipment, painting, carpentry, and telephone limited to hardware).

- 3.1. Inventory management
- 3.2. Management of facilities equipment warranty.
- 3.3. Management and administration of service contracts with the Original Equipment Manufacturer (OEM)/Supplier
 - 3.3.1. Record keeping
 - 3.3.2. Review and recommendation
 - 3.3.3. Monitoring of expiration of contracts
 - 3.3.4. Facilitation of contract renewal
- 3.4. Management and tracking of all maintenance requirements and services
 - 3.4.1. Spare parts
 - 3.4.2. Consumables
 - 3.4.3. Accessories
- 3.5. Provision of on-site program services:
 - 3.5.1. Operational management
 - 3.5.2. Infection Control compliance to Cleanliness and Sanitation Management in coordination Hospital Infection Control Unit, OETS and UP-PGH Administration.
 - 3.5.3. Devices and equipment repair
 - 3.5.4. Risk based corrective and preventive maintenance
 - 3.5.5. Parts expense and incidental damage
 - 3.5.6. Acceptance testing, inspection, management of the installation of new equipment and end-user's application training
 - 3.5.7. De-installation and decommissioning of End of Useful Life
 - 3.5.8. Maintenance and repair of all facilities of the Department including rooms and hallways covering plumbing, carpentry,

- painting, ventilation, Air- Conditioning Units (Air Handling Units) and electrical.
- 3.6. Planned Maintenance (PM) to be performed at the frequency recommended by the OEM.
 - 3.7. The Department-End user, Supplier and TPSP must jointly approve any deviation from OEM/Supplier Specification including the performance of PM less frequently than OEM/Supplier recommendation/requirement.
 - 3.8. Strategic Equipment Replacement Planning.
 - 3.9. Equipment utilization analysis.
 - 3.10. Monitoring and reporting: activities, SLAs, KPIs.
 - 3.11. Non-biomedical equipment budgeting and CAPEX planning.
 - 3.12. Management assistance in complying with local authorities, manufacturer hazard alerts, product recalls and mandated update.
 - 3.13. Coordination with the end-user on equipment procurement evaluation and selection.
 - 3.14. All software-operated equipment shall reviewed as recommended by the equipment supplier to the end-user and OETS.

4. Air-Conditioning Units Maintenance

- 4.1 Visually inspect all internal sub-assemblies and major components.
- 4.2 Record indicator readings of temperature and humidity.
- 4.3 Clean any foreign materials and dust from internal components.
- 4.4 Thorough inspection of the accuracy and integrity of electrical connections.
- 4.5 Checking cables and miscellaneous materials such as nuts, bolts, screws and connectors for connection tightness and inspecting for broken, damaged or burned components, and replacement as needed.
- 4.6 Cleaning or replacement of air filters, whichever is applicable.
- 4.7 Assessment and adjustment of fan belt tensions when necessary.
- 4.8 Check for possible defective or worn-out electrical components and replace as deemed necessary.
- 4.9 Check for possible defective or worn-out mechanical components and replace as deemed necessary.
- 4.10 Check the normal operation of the system and recommended appropriate action as needed.
- 4.11 Check and record the compressor suction and discharge pressure for each compressor.
- 4.12 Observe the equipment operation for any sign of abnormality and recommend necessary corrective action.

- 4.13 Submission to OETS the Monthly Monitoring Report of PM included in the above aforementioned/Repair/Status of each air-conditioning unit for Energy Audit submission, monitoring and compliance purposes. Clean and pressure wash condenser coils.
- 4.14 Return unit to operational service with normal load, and then verify the output as needed.
- 4.15 Replacement of consumable items such as oil, refrigerant, fan belts and air filters as needed within the duration of the maintenance service.
- 4.16 All items of work necessary to satisfactorily complete the work.
- 4.17 To submit planned maintenance schedule for each equipment/unit as per manufacturer's recommendation.

5. Gen-Set Operatorship

- 5.1 Observe, test, and inspect Generator equipment and systems for proper operation in coordination with OETS.
- 5.2 Vendor Management and assurance of Contract Implementation and compliance shall be monitored.
- 5.3 Perform minor repairs and services on all makes and models of generator sets; report any needs for major repair/s to OETS.
- 5.4 Perform weekly Inspections, start-up, and shut down.
- 5.5 Perform Load Testing at least once a month.
- 5.6 Assistance in troubleshooting equipment and servicing generator components, including alternators, wiring harnesses safety devices, shutdown switches, and battery systems by the Certified Diesel Generator Contractor.
- 5.7 Comply with all working procedures, quality control procedures and rules; comply with all company safety, health and environmental policies to ensure a safe work environment.
- 5.8 Supervision with OETS during the inspection, disassembly, failure analysis, assembly, diagnosis, and engine operating performance tests by the Certified Diesel Generator Contractor.
- 5.9 Provide recommendation in the identification of the root cause of failure through logical troubleshooting steps; determine corrective action through diagnostics and inspection of failed parts.
- 5.10 Record and compile operational data, completing and maintaining forms, logs, and reports in compliance to any regulatory requirement.
- 5.11 Assistance in preventive maintenance activity by the contractor as scheduled.
- 5.12 Assurance that all equipment and connected accessories related to Electrical Powerhouse (Service Wing) shall be maintained properly and become available when emergency power is needed.

- 5.13 A qualified Electrical Engineer with experience in Healthcare Environment must be available to oversee and supervise their staff detailed at the Powerhouse.
- 5.14 Staff to be assigned must be 24 hours on duty or three (3) shifts 24/7 including Saturdays, Sundays and holidays.
- 5.15 Staff to be assigned must possess a Master Electrician Certification and is capable of Operation and Maintenance of PGH Power House.
- 5.16 Collaboration and close coordination with OETS engineers and Electrical staff will be required.

6. Chiller Operatorship

- 6.1. Observe, test, and inspect Chiller equipment and systems for proper operation in coordination with OETS.
- 6.2. Vendor Management and assurance of Contract Implementations and compliance shall be monitored.
- 6.3. Perform daily inspection during start-up.
- 6.4. Record and compile operational data, completing and maintaining forms, logs, and reports.
- 6.5. Perform minor repairs and services on all makes and models of Chiller Units; provide written report/recommendation on major repair/s.
- 6.6. Assistance in troubleshooting equipment and servicing Chiller components, including chilled water pumps, condenser water pumps and cooling towers by the Certified Contractor.
- 6.7. Comply with all working procedures, quality control procedures and rules; comply with all company safety, health and environmental policies to ensure a safe work environment.
- 6.8. Provide recommendation in the identification of the root cause of failure through logical troubleshooting steps; determine corrective action through diagnostics and inspection of failed parts.
- 6.9. Assistance in preventive maintenance activity by the contractor as scheduled and preparation of outsourced contract.
- 6.10. Assurance that all equipment and connected accessories related to Chiller System of PGH will be maintained properly and become available for hospital operation, which will be included in the Monthly Report.
- 6.11. Qualified technical manpower to be assigned will cover (3) shifts 24/7 including Sundays and holidays.
- 6.12. Qualified Staff to be assign should have a TESDA Certification of RAC Servicing (DomRAC) NC II who are capable of Operation and Maintenance of PGH Chiller Plant.
- 6.13. Collaboration and close coordination with OETS engineers and mechanical staff will be required.

7. Pumps Operatorship

- 7.1. Observe, test, and inspect Pumps equipment and systems for proper operation in coordination with OETS
- 7.2. Vendor Management and assurance of Contract Implementation and compliance shall be monitored.
- 7.3. Perform minor repairs and services on all makes and models of pump sets; report any needs for major repair/s.
- 7.4. Perform daily inspection during start-up and must be submitted to OETS.
- 7.5. Record and compile operational data, completing and maintaining forms, logs, and reports as part of attachment to the billing.
- 7.6. Assistance in troubleshooting equipment and servicing pump components.
- 7.7. Comply with all working procedures, quality control procedures and rules; Comply with all regulatory and statutory safety, health and environmental policies to ensure a safe work environment.
- 7.8. Provide recommendation in the identification of the root cause of failure through logical troubleshooting steps; determine corrective action through diagnostics and inspection of failed parts.
- 7.9. Assistance in preventive maintenance activity by the Contractor as scheduled.
- 7.10. Assurance that all equipment and connected accessories related to Pump System of PGH will be maintained properly and become available for hospital operation.
- 7.11. Qualified technical manpower to be assigned must be for three (3) shifts 24/7 including Saturdays, Sundays and holidays.
- 7.12. Technical manpower to be assigned should be experienced plumber technicians who are capable of operation and maintenance of PGH Pump Room.
- 7.13. Collaboration and close coordination to OETS engineers and mechanical staff will be required.

8. Clerical Staff

- 8.1. Perform administrative works and secretarial functions, i.e. answer telephone calls and act/endorse concerns; check, classify and forward documents to superiors for proper action.
- 8.2. Perform clerical works i.e. prepare monthly reports, correspondences, memo, circulars, transmittals, other reports required by management and client.
- 8.3. Perform proper filing, sorting and arrangements of reports and documents.
- 8.4. Coordinate with various departments on various project concerns as necessary
- 8.5. Prepare memoranda and other reports required by management and client
- 8.6. Prepare request for office supplies and other supplies.

9. Repairs

The UP-PGH shall authorize the Third-Party Service Provider (TPSP) to conduct repair/rehabilitation, provided, however, that all necessary documents such as the Field Service Report (FSR), Quotation/Repair Proposal, Pre-repair Inspection Report, and Waste Disposal submitted by TPSP shall have been verified, checked and inspected and approved by the appropriate UP-PGH units.

The repairs shall be covered by the following:

9.1. Minor repair:

9.1.1. No additional charges for:

9.1.1.1. Minor repairs if done by the engineers and/or TPSP employees provided that the amount for the spare parts and supplies required in the repairs do not exceed **Php 120,000.00 per month**, which shall be carried over to the succeeding month, or **Php 1,440,000.00 per annum**; this shall include collection, hauling and disposal of debris as result of the repair and maintenance activities.

9.1.1.2. Consumable parts is only for immediate repair/restoration of works. The original receipt of payment with the work Order Report shall be submitted every billing.

9.1.2. Labors and materials which shall be needed for minor repair, which TPSP certified as not available will be subject to usual procurement process.

9.2. Required response time on devices/equipment/facilities service requests should be within 30 minutes by telephone and within 2 hours on-site.

9.3. Parts for down devices/equipment will be expedited with "fastest available" designation at no additional cost to the UP-PGH; and received on-site within thirty-six (36) hours from the time the need for part(s) is identified, unless otherwise a longer amount of time is needed for which a written justification from TPSP should be provided.

10. Inclusion of Annual Contract Services

- 10.1. Preventive Maintenance of Elevators (Passenger Elevators 1, 2, 3, 7 and 8)
- 10.2. Preventive Maintenance Service for Gen Set System at Power House (Service Wing) and DEM.
- 10.3. Preventive Maintenance of Chillers System at Chiller Plant
- 10.4. Preventive Maintenance of Low Voltage Switchgear at Power House (Service Wing)

- Services
- 10.5. Preventive Maintenance Services Water Treatment and De-scaling
 - 10.6. Preventive Maintenance Services for Fire Detection and Alarm System (FDAS) at DEMs
 - 10.7. Comprehensive PM for VRF at OR Complex
 - 10.8. Comprehensive PM for VRV at ER Complex

11. Spare Parts Allocation

Minor repairs if done by the biomed engineers and/or TPSP employees if the amount for the spare parts and supplies required in the repairs **shall not exceed Php 3,140,193.00** until the end of the term. *See Annexure A.*

A Monthly Inventory Report (electronic copy and hard copy) will be provided and included in the Monthly Governance Meetings.

Tools, Equipment and Staff Requirements

- 11.1. TPSP shall provide tools, equipment and other technical consumables for TPSP employees to perform all services.
- 11.2. Qualified Staffing: TPSP shall provide skilled manpower to facilitate the above project.

11.2.1. Biomedical Technologies Management Staff:

Staff	No.
BMET Working Supervisor	1
BMET III	2
BMET II	3
BMET I	2
OR Custodians (PORTERS)	2

11.2.2 Facilities Management Staff:

Staff	No.
Electromechanical Technician	9
Master Electricians (Gen-set operatorship)- Shifting	4
Chiller Operators - Shifting	3
Electrician	3
Plumber Technician (Pump Operatorship) - Shifting	4

Plumber Technician	2
Carpenter	4
Painter	4
Helper	2
Clerical staff	2

11.3. Daily Operation:

11.3.1. TPSP will assume sole responsibility for the daily operations and associated costs to provide a fully operational Biomedical, NonBiomedical, and Facilities Management Department to include:

11.3.1.1 On-site Management;

11.3.1.2 On-site biomedical, non-biomedical, and facilities technicians

11.3.1.1. All required equipment

11.4. On-site hours of operation:

Facilities Management: 24 hours, Monday through Sunday, services provided during on-site hours will not result in additional charges for labor. Except: Chiller Operators as Chiller operation is only from 6am to 10pm.

11.5. Biomedical Engineering Management:

Emergency Department: Two (2) shifts (6am to 2pm and 2pm to 10pm), 6 days a week

Operating Room: Two (2) shifts (6am to 2pm and 2pm to 10pm), 5 days a week.

12. Regulatory, Documentation, And Reportorial Requirements

12.1. General Regulatory Requirements

12.1.1. TPSP shall ensure that equipment programs and covered equipment performance comply with all regulatory agencies' requirements, including but not limited to the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); the Department of Health requirements, the PhilHealth Requirements, ISO requirements. TPSP shall be available and present for all Agency inspections to immediately provide information and/or documentation pertaining to the equipment as requested.

12.1.2. TPSP will manage equipment recall program to include but not limited to alert monitoring, notification, take appropriate action, and maintain documentation required to meet regulatory requirements.

12.1.3. TPSP is responsible for the management of all equipment operation and service manuals and is required to leave said manuals on site upon request and upon contract termination.

- 12.1.4. TPSP will maintain an accurate equipment inventory and advising the end user proactively of any equipment removed from facility.
- 12.1.5. TPSP will have a well-defined missing equipment process.
- 12.1.6. TPSP must have an established process that clearly demonstrates how equipment abuse is defined; identified, reported and the education program used to minimize expenses in the area of physical abuse.
- 12.2. Performance Requirements
 - 12.2.1. TPSP will be required to disclose the names of third parties and/or sub-contractors utilized by TPSP to meet the requirements of the contract.
 - 12.2.2. Service level agreements outlining all performance requirements and financial penalties associated with TPSP will be reported and non-performance will be negotiated as part of the contract. Service level agreements shall be agreed on by both parties.
- 12.3. Documentation Requirements
 - 12.3.1. TPSP will ensure that all maintenance, repairs, and associated expenses are properly documented with copies of the documentation maintained by TPSP; provided to the user department on request; and maintained in the UP-PGH's equipment inventory database.
 - 12.3.2. TPSP will provide in a timely manner reports on key quality, cost and performance indicators. TPSP reports at a minimum shall include:
 - 12.3.2.1. Improvement initiatives
 - 12.3.2.2. Safe practices
 - 12.3.2.3. The number of planned and corrective maintenance issues completed on time and number of items scheduled for completion during the monitoring period.
- 12.4. TPSP shall provide service, preventive maintenance and repair expense history information of any facility participating in the contract for reasons that may include annual operating and capital budget processes. Service history information shall be provided as a written report broken down by the hospital cost center and include recommendations for equipment replacement. This shall form part of submissions required for billing and documentation purposes.
- 12.5. Factors influencing the recommendation of TPSP for replacement and included in its reports may include, but will not be limited to, equipment age, frequency of repair, non-availability of parts, lack of supplier support, and safety considerations, which will be listed in report provided by TPSP.
- 12.6. TPSP will provide a complete "asset management program" that will track all equipment within the UP-PGH's facilities. This program will include a complete and comprehensive inventory of all equipment in use. The inventory will include, at a minimum: equipment description; Supplier; model, serial number; original purchase reference including acquisition date (manufacturing date if the equipment is used when purchased);

warranty information; and location (physical and financial, by customer's cost center number).

- 12.7. TPSP will provide a management information system designed and structured to meet the UP-PGH's specific documentation and reporting requirements.
- 12.8. *Ad-hoc* reporting requests from the UP-PGH to TPSP must be met within 24 hours from the time of reporting request.
- 12.9. The management information system will monitor all activities for each piece of equipment including, but not limited to, warranty information, planned maintenance, corrective maintenance, additions, and deletions to equipment inventories, equipment uptime, service performance, service call response times, and repair costs.
- 12.10. TPSP may be required to participate in hospital committees that discuss issues related to equipment services. Participation in committees may include preparing and providing reporting, documentation or follow-up actions from meetings as needed, provided that such actions are within the Scope of Work.

Annexure A

Asset Description	Common Replaceable Parts	Qty.	TOTAL (VAT Ex)
Defibrillator	Battery	8	391,071
	Paddle	1	200,893
	ECG cable	5	69,196
	Adult plate	5	93,750
	SpO2 cable	5	87,054
	NIBP	5	20,089
Anesthesia Machine	Battery	5	142,857
	Flow sensor	5	290,178
	Oxygen sensor	5	156,250
	D fend water trap	5	89,286
Surgical Light	Light engine	1	133,929
	Battery	4	196,429
Surgical Microscope	Microscope lamp	2	550,714
	Battery	1	40,639
Patient Monitor	ECG Cable	3	34,286
	Pulse Ox Sensor	3	77,143
	NIBP	3	16,875
OR Table	Battery	4	151,786
OR Light Source	Xenon Lamp	4	397,768
TOTAL			3,140,192.86

J. CHANGE OF SCOPE

If UP-PGH Administration requests for a change in the Scope of Work, changes the conditions for performance of the Scope of Work, or transfers additional services to the TPSP, and such changes in Services result in an increase or decrease in costs to the TPSP, the Parties shall agree in writing on such change and adjust the Contract Price accordingly, provided that the same shall be in accordance with the provisions of Republic Act No. 9184 and its implementing rules and regulations.

K. RESPONSIBILITY

All personnel of the TPSP shall strictly follow the rules and regulations of the UP-PGH. Malpractice/errors/misbehavior towards staff shall be properly documented and reported directly to the UP-PGH authorities. The TPSP shall be responsible for all illegal acts such as theft, robbery, damage to property, injuries or deaths resulting from the negligence of its personnel.

L. GENERAL SAFETY

The END USER shall not be held responsible for any injury to employees, staff, and survey subjects, as well as damage to any of its property that shall result from any failure or malfunction of any equipment of the TPSP.

M. TERMS OF PAYMENT

The TPSP shall send a monthly written request for payment with original billing invoice, accomplishment report with photocopy of official Daily Time Record of TPSP Technical staff, original official receipts for spare parts and consumable items purchased and used for repairs and maintenance – in two (2) sets. Other pertinent documents be required to substantiate payment due and payable.

SUBMISSION OF REPORTS:

1. Monthly accomplishment based on number of JOR submitted to OETS and the JOR immediately responded from end users call.
2. Monthly accomplished Preventive Maintenance Report (PM) from the submitted target schedule of PM. This shall include reports under Item 12.4.
3. Photocopy of Official Daily Time Record of Technical Staff for the month
4. Summary of Recommended Condemned Equipment signed by head of Office.
5. Attachment of Feedback Certification for the biomedical equipment request for Exclusivity Repair Services
6. Summary of Findings and Recommendation for the encountered problems and concerned.
7. Original official receipts for spare parts and consumable items purchased and used for repairs and maintenance
8. Minutes of the meetings and some photos of work done.

Equal monthly service payments of Three Million One Hundred Sixty-Seven Thousand Eighteen Pesos and 33/100 (Php3,167,018.33) plus actual cost of spare parts and consumables for repair and maintenance shall be made to the TPSP.

N. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The relationship of UP-PGH to the TPSP is that of an independent contractor. Nothing shall be construed as creating an employer-employee relationship between the UP –PGH and the TPSP, its sub-contractors, employees, agents, or workers.

O. PRE-TERMINATION OF CONTRACT

The Contract may be pre-terminated for any of the following reasons:

1. Violation of any provision of the approved contract
2. Failure to provide satisfactory services.

ADDITIONAL TERMS AND CONDITIONS

18.1 Project implementation shall be in coordination with the Office of Engineering and Technical Services, Property and Supply Division, Office and Custodial Services Division.

18.2 Comply with the security, safety, UP-PGH house rules, and plans for maintaining continued job site cleanup.

18.3. Investigation and submission of report/s to UP-PGH for any accident or untoward incident that may occur at the site for the duration of the project.

18.4. Assume all responsibility for injuries to persons and damages to UP-PGH and other property caused by the execution of the works and shall be liable for any claims against UP-PGH on account of such injury and/or damage.

18.5. Provide necessary protection to all properties of UP-PGH from theft due to the performance of work.

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);
- ☐ (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,
- ☐ (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;
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
- ☐ (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;
- ☐ (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;
- ☐ (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
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (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;
- ☐ (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.

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

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).

Bid Form

Date: _____
Project Reference No.: _____

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 *[supply/deliver/perform]* *[description of the Goods]* 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state “None”)]

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

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

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

The undersigned is authorized to submit the bid on behalf of *[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 grounds 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 CIF 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>
--	--

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 2 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]

NFCC Computation
Project Reference No.: **PUR23-08-0758**
ABC: 42,584,413.00

Kindly supply the required information in the spaces provided.

Name of Bidder: _____

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]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

University of the Philippines Manila/
Philippine General Hospital

Project Reference No.
Name of Project:

PUR23-08-0758
FACILITIES MANAGEMENT SERVICES
FOR PGH CENTRAL BLOCK (1ST TO
3RD FLOORS), DEPARTMENT OF
EMERGENCY MEDICAL SERVICES, OB-
AS, OPERATING ROOM COMPLEX, ORSA,
BAYANIHAN ISOLATION FACILITY,
DORM 1 INCLUDING OPERATIONAL
MANAGEMENT OF GEN SET AND SUB-
STATIONS AT POWER HOUSE (SERVICE
WING), CHILLER SYSTEM AT CHILLER
PLANT AND PUMP SYSTEM AT PUMP
ROOMS
OFFICE OF THE ENGINEERING &
TECHNICAL SERVICES, UPM-PHILIPPINE
GENERAL HOSPITAL

Location of Project:

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)

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

YES	NO

Company and personnel are authentic?

--	--

6. Is there any pending investigation and/or case filed against your Company or your personnel in any court or any similar institution 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. **PUR23-08-0758**
Name of Project: **FACILITIES MANAGEMENT SERVICES FOR PGH CENTRAL BLOCK (1ST TO 3RD FLOORS), DEPARTMENT OF EMERGENCY MEDICAL SERVICES, OB-AS, OPERATING ROOM COMPLEX, ORSA, BAYANIHAN ISOLATION FACILITY, DORM 1 INCLUDING OPERATIONAL MANAGEMENT OF GEN SET AND SUB-STATIONS AT POWER HOUSE (SERVICE WING), CHILLER SYSTEM AT CHILLER PLANT AND PUMP SYSTEM AT PUMP ROOMS**
Location of Project: **OFFICE OF THE ENGINEERING & TECHNICAL SERVICES, UPM-PHILIPPINE GENERAL HOSPITAL**

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

BusinessName: _____
BusinessAddress: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:
1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner

Total Cost

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

Project Reference No. **PUR23-08-0758**
Name of Project: **FACILITIES MANAGEMENT SERVICES FOR PGH CENTRAL BLOCK (1ST TO 3RD FLOORS), DEPARTMENT OF EMERGENCY MEDICAL SERVICES, OB-AS, OPERATING ROOM COMPLEX, ORSA, BAYANIHAN ISOLATION FACILITY, DORM 1 INCLUDING OPERATIONAL MANAGEMENT OF GEN SET AND SUB-STATIONS AT POWER HOUSE (SERVICE WING), CHILLER SYSTEM AT CHILLER PLANT AND PUMP SYSTEM AT PUMP ROOMS**
Location of Project: **OFFICE OF THE ENGINEERING & TECHNICAL SERVICES, 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						

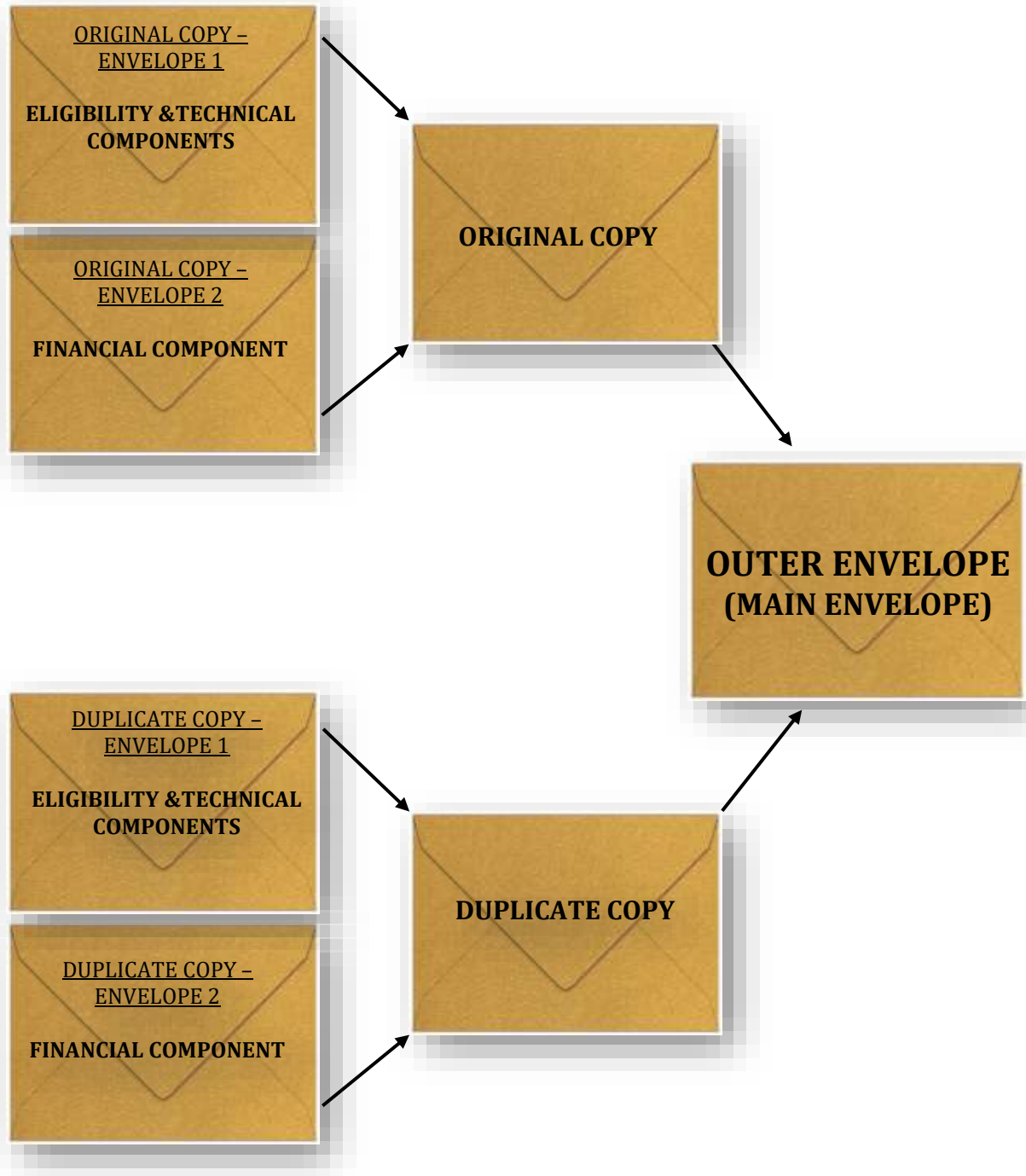
Note: This statement shall be supported with:

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

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**;

**FACILITIES MANAGEMENT SERVICES FOR PGH
CENTRAL BLOCK (1ST TO 3RD FLOORS),
DEPARTMENT OF EMERGENCY MEDICAL
SERVICES, OB-AS,
OPERATING ROOM COMPLEX, ORSA,
BAYANIHAN ISOLATION FACILITY,
DORM 1 INCLUDING OPERATIONAL
MANAGEMENT OF GEN SET AND SUBSTATIONS AT
POWER HOUSE (SERVICE WING),
CHILLER SYSTEM AT CHILLER PLANT
AND PUMP SYSTEM AT PUMP ROOMS**

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

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

Project Reference No.: BAC1-2023-11-0116

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

