

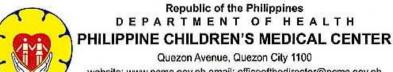
Quezon Avenue, Quezon City 1100

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

## **SECTION I**

# Invitation to Bid

Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control



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

#### INVITATION TO BID IB-2021-049

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

Item Description	Total ABC (Php)	.Cost.of.Complete Set.of Bidding Documents
Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control	500,000.00 for the 1 <sup>st</sup> year	Php 500.00

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Bidders should have completed, within the period of three (3) 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.
- Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting February 3, 2021 upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
- The Philippine Children's Medical Center will hold a Pre-Bid Conference on February 11, 2021 at 2:00 P.M. through video conferencing via google meet which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through manual submission on or before February 23, 2021, 1:30 P.M., Guard-on-Duty, 3<sup>rd</sup> Floor, Procurement Division Area, PCMC Main Building. Late bids shall not be accepted.

**PhilHealth Accredited** 



- 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 February 23, 2021, 2:00 P.M. 3<sup>rd</sup> Floor, Function Hall, PCMC Main Building. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain the transmission of COVID-19, we will strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall wear PPE and shall pass the triage areas as required prior entering PCMC Premises.
- 10. The Philippine Children's Medical Center (PCMC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

PCMC BAC Secretariat
3rd Floor, Procurement Division
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunkline: 8588-9900 local 361/355

Fax Number: 8924-0870 Email: pcmcbac@gmail.com

12. You may visit the following websites:

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

February 3, 2021

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

IB-2021-049

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## **SECTION II**

# Instructions to Bidders

Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control

#### 1. Scope of Bid

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

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC
IB-2021-049	Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control	Php 500,000.00 for the 1st year

The above Procurement Project/s, the details of which are described in Section I. Invitation to Bid and Terms of Reference (TOR).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of Five Hundred Thousand Pesos (Php 500,000.00) for the 1st year.
- 2.2. The source of funding is:
  - a. GOCC and GFIs, the Corporate Operating Budget.

#### 3. Bidding Requirements

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

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

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

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

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market research conducted]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on **February 11, 2021 at 2:00 P.M.** through video conferencing via google meet which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB.** 

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the period of three (3) years** from the date of 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 **Terms of Reference** (**TOR**).

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

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

#### 15. Sealing and Marking of Bids

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

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

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

All copies should be certified as true copy

# COLOR CODING OF FOLDERS/ENVELOPES BROWN

#### LABEL ON THE ENVELOPE/S:

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

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

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

#### 16. Deadline for Submission of Bids

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

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat. In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

#### 18. Domestic Preference

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Terms of Reference (TOR)**, 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

**CONFORME:** 

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**.

# Authorized Signatory Signature over printed name Name of Company/Firm Tel. No. Fax No. Email Address



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## **SECTION III**

# Bid Data Sheet

Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control

## **Bid Data Sheet**

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall refer to:		
	a. Pest and T	ermite Control Services	
	b. Completed receipt of	within the period of three (3) years from the date of bids	submission and
7.1	Subcontracting is	not allowed.	
12	The Bid prices for Pesos.	r Goods supplied from outside of the Philippines shall be	e quoted in Philippine
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:		
		t of not less than <b>Php 10,000.00</b> , if bid security is in cate draft/guarantee or irrevocable letter of credit; or	sh, cashier's/manager's
	2. The amoun	t of not less than Php 25,000.00, if bid security is in Su	rety Bond.
19.3	Supply and Deliv	very of the following:	
	IB NUMBER	ITEM DESCRIPTION	TOTAL ABC
	IB-2021-049	Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control	Php 500,000.00 for the 1st year
20.2	The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five</i> (5) calendar days from receipt of the notification that contain the following:  1. Latest Income and Business Tax Returns filed and paid through the BIR		
		c Filing (EFPS)	
		d current Certificate of PhilGEPS Registration	1. E1
		tion of no pending case from Department of Labor a National Labor Relations Commission	nd Employment
		nufacturer and/or products certification by an indepeg body (ISO 14020, 14021, 14024, 14025 or its equivalege)	
		dder declared as LCB to duly submit the requirements ne veracity of such shall be ground for forfeiture of the lder for award.	
21.2	No additional con	ntract documents relevant to the Project	

#### **CONFORME:**

Authorized Signatory Signature over printed name		
Name of Company/Firm		
Tel. No.	Fax No.	
Email Address		



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## **SECTION IV**

# General Conditions of Contract

Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

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

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

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project {[Include if Framework Agreement will be used:] or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Terms of Reference (TOR) 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

CONFORME.

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

#### 6. Liability of the Supplier

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

CONFORME:		
Authorized Signatory Signature over printed name		
Name of Company/Firm		



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## **SECTION V**

# Special Conditions of Contract

# Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control

## **Special Conditions of Contract**

GCC Clause	
1	Not applicable.
2.2	Terms of Payment Refer to Terms of Reference (TOR) VII. Proof of Services Rendered
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.
4	Not applicable.
5	Not applicable.

CONFORME:		
Authorized Signatory		
Signature over printed name		
Name of Company/Firm		



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## **SECTION VIII**

# Checklist of Technical and Financial Documents

Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs control

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

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

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### **Legal Documents**

1. Valid PhilGEPS Registration Certification (Platinum Membership) and its Annex A.

01

2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

#### and

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

#### and

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

#### Note:

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

#### **Technical Documents**

- 5. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Use of Form No. DOBA-PCMC-SCF3b is required)
- 6. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within the period of three (3) years from the date of submission and receipt of bids (use of Form No. DOBA-PCMC-SCF3a is required).
- 7. Bid Security (Refer to BDS Clause 14.1)
- 8. Omnibus Sworn Statement (Use of the Form provided is required)
- 9. Duly accomplished and signed Terms of Reference (TOR)
- 10. Certification of availability of chemical for the duration of the project as provided in the Terms of Reference.

- 11. Affidavit of Site Inspection [use of Form No. DOBA-PCMC- SIF22 is required]
- 12. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.
  - **Note:** Certification issued by PCMC Procurement Section must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.
- 13. Documentary Requirements in Compliance to Terms of Reference
  - i. Certificate of Membership with good standing of the Pest Control Association of the Philippines (PCAP)
  - ii. Certificate of Membership with good standing of the Philippine Federation of Pest Management Operators Association (PFPMOA)
  - iii. Latest License as Pest Control Operator issued by Fertilizer and Pesticide Authority (FPA)
  - iv. Sanitary Permit issued by the City/Municipality where the principal place of business is located
  - v. Environmental Compliance Certificate (ECC) issued by the Department of Natural Resources (DENR)
  - vi. List of contractor's personnel to be assigned to the contract to be bid, with their complete qualification and experience data [use of Form No. DOBA-PCMC-KPF15b is required], attach support documents.
  - vii. List of contractor's tool/equipment, which are owned, leased, and/or under purchased agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project [use of Form no. DOBA-PCMC-CEF19 is required], attach support documents.
  - viii. List of all chemicals with its chemical component and other treatment to be used with:
    - a. Brochures
    - b.Certificate of Product Registration from Food and Drug Administration (as household hazardous/urban substances)
    - c. Materials Safety Data Sheet (MSDS)
- 14. Methodology/Detailed steps and procedure of work (includes but not limited to the following: assessment of the area, preparation, handling and disposal of chemicals, prevention, etc.)

#### Financial Documents

- 1. The prospective bidder's Audited Financial Statements, showing, among others, the prospective bidder's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of submission.
- 2. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) that must be at least equal to the ABC to be bid (*Use of Form No. DOBA–PCMC–NFF4 is required*);

OR,

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

#### Class "B" Documents

1. For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint

venture in the event of a contract award shall be ground for the forfeiture of the bid security. (*Use of Form No. DOBA-PCMC-JVF6 is required*).

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

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

#### II. FINANCIAL COMPONENT ENVELOPE

- 1. Duly accomplished and signed Bid Form
- 2. Duly accomplished and signed Price Schedule
- 3. Section II. Instructions to Bidders with signature (conforme) on all pages
- 4. Section III. Bid Data Sheet with signature (conforme) on all pages
- 5. Section IV. General Conditions of the Contract with signature (conforme) on all pages
- 6. Section V. Special Conditions of the Contract with signature (conforme) on all pages

CONFORME:		
Authorized Signatory		
Signature over printed name		
Name of Company/Firm		

# Republic of the Philippines PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon Avenue cor. Agham Road Quezon City, Philippines

#### TERMS OF REFERENCE

# Two (2) Years Contract for Pest and Termite Control Services for PCMC Grounds and Building Including rats, cats and dogs

#### I. PROJECT TITLE

Two (2) Years Contract for Pest and Termite Control Service of PCMC Grounds and Building including rats, cats and dogs control

#### II. PROJECT LOCATION

PCMC building and grounds located at Quezon Avenue cor. Agham Road, Quezon City

#### III. QUALIFICATION OF CONTRACTOR/BIDDER

- 1. Must be in business of Pest Control Service within the past 3 years;
- 2. Must be a member in good standing of the Pest Control Association of the Philippines (PCAP) and Philippine Federation of Pest Management Operators Association (PFPMOA);
- 3. Must have latest license of Pest Control Operator by Fertilizer and Pesticide Authority (FPA)
- 4. Must have a Sanitary Permit and ECC (Environmental Compliance Certificate) issued by the Department of Natural Resources (DENR)
- 5. Must have the following personnel to be assigned to the project who are certified by Philippine Federation of Pest Management Operators Association (PFPMOA):
  - a) Pesticide Handlers, at least high school graduate with 3 years experience as technician/worker of Regular/ General Pest Control Service
  - b) Supervisor who must have reached college level with at least 3 years experience on Regular/ General Pest Control Services

#### IV. SCOPE OF SERVICES

- 1. The Contractor shall render and perform the best quality pest control service for the extermination and control of disease-transmitting and destructive pests thru the use of modern methods and pesticides duly approved by the Food and Drug Administration (FDA) which shall consist of the following operations and activities:
  - Weekly residual spraying of long-lasting pesticides on all drainages and garbage area of the hospital.
  - Weekly application of fast acting gel bait, highly effective against all species of cockroaches and rat/mice especially at Dietary Area (Food Prep, Cooking and Food Stockrooms) premises, formula Room and Bulk Storage Area (Dietary Food Supply Stockrooms) and the area.
  - Weekly spraying or misting, whichever is applicable, at the first and second third floor perimeter veranda (plant box)/exterior hallways and at the three atrium interior perimeter veranda to control ants, flies, mosquitoes and other flying insect pests.

- Monthly surface spraying or misting, whichever is applicable, of long-lasting chemicals to breeding harborages of cockroaches, ants and other crawling insect pests in all PCMC stockrooms.
- Monthly application of fast acting gel bait, highly effective against all species of cockroaches and rat/mice especially on all patient rooms and offices where spraying and baiting is not applicable.
- Monthly surface spraying or misting, whichever is applicable, first, second and third of safe and appropriate chemicals to critical areas and breeding harborages of cockroaches, carpet beetles, bedbugs, ants and other crawling insect pests in all patient rooms and offices. With extra call at no additional cost in case of sudden infestation.
- Monthly fogging, within PCMC perimeter to control ants, flies, mosquitoes and other flying insect pests. With extra call at no additional cost in case of sudden infestation. The securing of permits shall be responsibility of Contractor.
- The Contactor shall be on-call whenever there is a discovery of infestation and shall perform the following operations and activities as the need arises:
  - a. *Rat/mice baiting* application of rat track powder and anti-coagulant rodenticides to all breeding avenues of rats and mice in all patient rooms and offices.
  - b. *Glueing* application of non-poisonous adhesives laid on runways frequented by rats and mice in the Dietary area, all patient rooms, stockrooms and offices.
  - c. *Rat/mice trapping* applied to supplement the above, employing mechanical traps and other gadgets to catch rats and mice alive.
  - d. *Burrow treatment* to kill all the rats inside rat burrows found along the perimeter of the buildings and shall cover the entire PCMC grounds.
  - e. *Disposal of dead rats* the contractor's pest control technician is obliged to look for the dead rat and dispose of it accordingly.
  - f. Cat/dog trapping mechanical traps and other gadgets shall be employed to catch stray dogs and cats within PCMC compound and be responsible to dispose of accordingly in accordance with any applicable law.
  - g. *Direct extermination of termites* treatment of residual termiticides on infested wooden structure of the building or so called spot treatment.
    - Regular inspection of the premises to search and identify source of pest problem. Technician assigned shall inspect on a weekly basis and whenever necessary.

#### V. OBLIGATIONS OF THE CONTRACTOR

- Shall bind itself to fully and faithfully furnish and perform satisfactorily all work necessary
  in accordance with existing environmental laws and standards for the extermination and
  control of mosquitoes, carpet-beetles, cockroaches, ants and all other house and building
  pests such as rats and mice and control of stray cats and dogs at the premises of the hospital.
  Captured stray cats and dogs inside the premises shall be disposed of in accordance with the
  applicable laws.
- 2. Shall ensure that the technology and chemicals to be used are of known high quality, environmentally safe, effective and not hazardous to the building, its occupants and all the residents in the immediate vicinity of PCMC. Pesticide products and chemicals to be used must be duly registered with the Food and Drugs Administration (FDA) with Green Label for safety, healthy and conducive environment.

- Initial delivery of pesticides and chemical baits to be used by the Contractor must have corresponding Materials Safety Data Sheet (MSDS). It shall also be responsible for the disposal of empty pesticide containers, unused pesticides and expired pesticides (if any).
- 3. Shall use appropriate chemicals and method of operation or technique and perform extra safety precautionary measures in undertaking pest control services in the entire Dietary area. The contractor shall warrant the safety of the food in the said area and shall be held responsible for any contamination with the chemicals used for pest control.
- 4. Shall respond to calls within twenty-four (24) hours for immediate service to PCMC. Likewise, shall immediately undertake remedial measures to arrest the spread of pest/termites discovered in certain areas while in the process of spraying and applying chemical baits at no additional cost to PCMC. Such remedial measures taken shall be reported to PCMC for inclusion in the intensive treatment and elimination of termites using the baiting system.
- 5. Shall conduct at least once a year training, submit certification that it will provide and supply, at its own expense, all personnel, supplies, tools, and equipment necessary for the faithful performance of its obligations under this Contract.
- 6. Only honest, reliable and skilled pesticide handlers shall be assigned to render the required services to PCMC. Such personnel shall present a recent (at least six months old) chest x-ray result during the contract implementation and to include COVID test clearance.
- 7. Shall provide its employees to be deployed with only type of identification card, proper and clean uniform with the same color and appropriate Personal Prospective Equipment (PPE) at its own expense.
- 8. Shall assure safe, reliable and effective pest control services.
- 9. There shall be no employer-employee relationship between the Center and the Contractor and any of its personnel and agents. It shall maintain efficient and effective discipline over its employees. PCMC may request imposition of disciplinary actions against its erring employees.
  - i. Shall submit itself and all its employees assigned at PCMC to the security and follow safety rules and regulations of PCMC. The duly authorized personnel and/or representatives of PCMC shall have the right to make a body search on the Contractor's personnel, including a search on their personal belongings, before they shall be allowed entry to or exit from the premises.

#### VI. MINIMUM QUANTITY OF CHEMICALS TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall supply sufficient quantity of chemical to be used for the pest and termite control services which includes but not limited to the following:

Quantity	Name of Chemical or Equivalent	Target Pest/s
5 liters/mo	Deltamethrin	Crawling Pest/s
3 liters/mo	Dichlorvos	Crawling and flying insects
2 liter/mo	Permethrin	Flying Pest
1 liter/mo	Fipronil / Cypermethrin	Termites
2 kg/mo	Coumatetralyl	Rats and Mice
3 tubes/mo	Emmamectin benzoate	Cockroaches

The contractor shall supply additional chemical if needed, without extra cost to PCMC.

#### VII. CONTRACT DURATION

- The Contract shall be effective for a period of one (2) year, unless sooner revoked/terminated by PCMC.
- The monthly rate is fixed for the duration of the contract.
- The Contractor shall maintain a very satisfactory rating on over-all basis at the end of each month based on the following criteria:

Client Evaluation	50%
Punctuality on Schedule	30%
➤ Timely Delivery of Supply	20%

A rating below very satisfactory shall be cause for termination of the contract.

#### VIII. PROOF OF SERVICES RENDERED

- 1. Pest control service shall be done in the presence of the designated representative of PCMC/Housekeeping Section Head and shall validate that the work is satisfactorily undertaken.
- 2. The Contractor shall ensure, once the services are accomplished, that the head of department or section head or authorized staff, where the pest control is done, shall sign the service acknowledgement report form over his/her printed name as proof that services are rendered.
- 3. Contractor shall issue a monthly certificate of treatment, certifying the areas/location serviced, based on the attached service acknowledgement report, as attachment to their monthly billing statement.

#### IX. WARRANTIES

- 1. The Contractor warrants that it shall perform the obligations herein contracted and has the manpower, equipment and facilities necessary to comply with the above service requirements of PCMC.
- 2. At any and all times, the Contractor shall exercise control and supervision over its employees deployed in PCMC and shall be directly, primarily and solely responsible for any damages or liabilities that its employees may cause or incur.
- 3. The Contractor shall comply with all the rules and regulations pertaining to labor and employment including the payment of wages and any allowances or remuneration prescribed by the law to its employees. The Contractor/Ridder shall free PCMC from any and all such
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	liabilities and claims arising there from.
4.	The warranty for the General Pest Control Services shall be for the entire duration of thi contact.
CONI	FORME:
Signat	ture over Printed Name of Authorized Signatory
Name	of Bidder