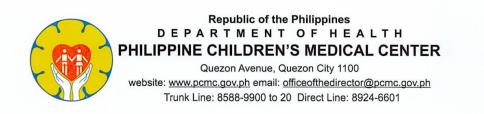


Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Bids and Awards Committee Quezon Avenue, Quezon City 1100 website: www.pcmc.gov.ph email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building



INVITATION TO BID

 The Philippine Children's Medical Center (PCMC) through COB CY 2023 intends to apply the sum of Fourteen Million Nine Hundred Thousand pesos only (Php 14,900,000.00) being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Invitation to Bid No.	Item Description	Total ABC (Php) for the 1 st year	Cost of Complete Set of Bidding Documents (Php)	
IB-2023-019	One (1) Lot Engineering Maintenance Services (Multi-Year) for three (3) years	14,300,000.00	25,000.00	
IB-2023-020	One (1) Lot Comprehensive Termite and Pest Control of the grounds and building. Regular maintenance of the hospital building and grounds including rat and cat control, mosquitoes and flying insects (Multi-Year) for two (2) years	600,000.00	1,000.00	

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Bidders should have completed, as stated in Section III. Bid Data Sheet, 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting November 23, 2022 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.
- 6. The Philippine Children's Medical Center will hold a Pre-Bid Conference on **December 1, 2022** at 2:00P.M. through video conferencing via zoom (Meeting ID: 992 7261 0746 Passcode: 690670) which shall be open to prospective bidders.

PhilHealth Accredited



- Bids must be duly received through manual submission on or before December 13, 2022, 1:30
 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on December 13, 2022, 2:00P.M. 3rd Floor, Procurement Division Area, 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 <u>strictly allow only one authorized representative per bidder company</u> to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask while inside PCMC premises.
- 10. The **Philippine Children's Medical Center (PCMC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

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

12. You may visit the following websites:

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

November 23, 2022

EMMA A. MARIANO, CPA, MGM-ESP Chairman, Bids & Awards Committee

IB-2023-019 and IB-2023-020

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

SECTION II

Instructions to Bidders

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

1. Scope of Bid

The **Philippine Children's Medical Center (PCMC)** wishes to receive Bids for the project per Section I. Invitation to Bid.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of Fourteen Million Nine Hundred Thousand Pesos only (Php 14,900,000.00).
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single

contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the item/s joined

- b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [Select either failure or monopoly of bidding based on market *research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

Origin of Goods 6.

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 December 1, 2022 at 2:00P.M. through video conferencing via zoom (Meeting ID: 992 7261 0746 Passcode: 690670) which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

Clarification and Amendment of Bidding Documents 9.

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

- The first envelope shall contain the eligibility and technical documents of the Bid as specified in 10.1. 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 as stated in Section III. Bid Data Sheet 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, exshowroom, 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**.

IB-2023-019 and IB-2023-020 One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building Page 3 of 5 Section II. Instructions to Bidder 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The **First** (1^{st}) **Envelope**, shall contain the following <u>Technical Component</u> accomplished in three (3) sets, filed in a folder

The **Second** (2nd) **Envelope** shall contain the <u>Financial Component</u> accomplished in four (4) 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: IDENTIFY THE ENVELOPES:

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 as: > Technical Component Requirements (original copy, copy 1 and copy 2) > Financial Component Requirement (original, copy 1, copy 2 and copy 3)

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.

- The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), 19.3. although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

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

20. **Post-Qualification**

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

21. Signing of the Contract

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

CONFORME:

Authorized Signatory Signature over printed name Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)



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SECTION III

Bid Data Sheet

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall refer:				
	For ENGINEERING MAINTENANCE SERVICES:				
	a. Engineering	Maintenance Services in any of the following:			
	≻Hospitals	with at least 200 bed capacity			
		(such as malls, hotels, schools) with single or cumulative min ters with contract/s to one (1) client only	iimum area of 10,000		
		contract to same client (item a) of at least two (2) years aggre ars prior to submission and receipt of bids	gate within the period		
	c. Completed w	tithin the period of five (5) years from the date of submission	and receipt of bids		
	For PEST AND	FERMITE CONTROL SERVICES:			
	a. Pest and Terr	nite Control Services			
	b. Completed w	within the period of three (3) years from the date of submission	and receipt of bids		
7.1	Subcontracting is r	not allowed.			
12	The Bid prices for	Goods supplied from outside of the Philippines shall be quote	ed in Philippine Pesos.		
14.1	The bid security sl amounts:	hall be in the form of a Bid Securing Declaration, or any of th	e following forms and		
	1 The emount of	f not loss than two persont (20/) of the ADC of the item(a)	ising if hid committy is		
		of not less than two percent (2%) of the ABC of the item(s) er's/manager's check, bank draft/guarantee or irrevocable lett			
	2. The amount of	of not less than five percent (5%) of the ABC of the item(s)	ioinad if hid socurity is		
	in Surety Bo		<u>Joineu</u> , it bld security is		
19.3	Invitation to	1	Total ABC (Php)		
	Bid No.	Item Description	for the 1 st year		
	IB-2023-019	One (1) Lot Janitorial and Other Utility Services (Multi-Year) for three (3) years	14,300,000.00		
	IB-2023-020	One (1) Lot Comprehensive Termite and Pest Control of the grounds and building. Regular maintenance of the hospital building and grounds including rat and cat control, mosquitoes and flying insects (Multi-Year) for two (2) years	600,000.00		
20.2	 The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following: For BOTH IB-2023-019 and IB-2023-020: Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months 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. 				

Bid Data Sheet

	Note: Certification issued by PCMC – Materials Management Division 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.
3.	Certification of no pending case from Department of Labor and Employment (DOLE) National Labor Relations Commission
4.	Affidavit of Site Inspection [use of Form No. DOBA-PCMC- SIF22 is required].
5.	Section II. Instructions to Bidders with signature (conforme) on all pages
6.	Section III. Bid Data Sheet with signature (conforme) on all pages
7.	Section IV. General Conditions of the Contract with signature (conforme) on all pages
8.	Section V. Special Conditions of the Contract with signature (conforme) on all pages
9.	Other appropriate licenses and permits required by law and stated in the Bidding Documents
Additi	onal for IB-2023-019 only:
10	. Certification of availability of supplies and equipment from the lessor/vendor for the duration of the project as provided in the Terms of Reference (<i>for IB-2023-019 only</i>)
Additi	onal for IB-2023-020 only:
10	. Certification of availability of chemical for the duration of the project as provided in the Terms of Reference
11	. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred.
12	 Documentary Requirements in Compliance to Terms of Reference Certificate of Membership with good standing of the Pest Control Association of the Philippines (PCAP) Certificate of Membership with good standing of the Philippine Federation of Pest Management Operators Association (PFPMOA) Latest License as Pest Control Operator issued by Fertilizer and Pesticide Authority (FPA) Sanitary Permit issued by the City/Municipality where the principal place of business is located Environmental Compliance Certificate (ECC) issued by the Department of Natura Resources (DENR) 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. List of contractor's tool/equipment, which are owned, leased, and/or under purchased agreements, supported by certification of availability of equipment from the equipmen lessor/vendor for the duration of the project [use of Form no. DOBA-PCMC-CEF19 is required], attach support documents. 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 (at household hazardous/urban substances) c. Materials Safety Data Sheet (MSDS)
13	. 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.)

	Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.
21.2	No additional contract documents relevant to the Project

CONFORME:

Authorized Signatory Signature over printed name Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)



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SECTION IV

General Conditions of Contract

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 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.
- 5.2 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.

CONFORME:

Authorized Signatory Signature over printed name Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)



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SECTION V

Special Conditions of Contract

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

Special Conditions of Contract

GCC Clause	
1	Not applicable
2.2	Terms of Payment Refer to Terms of Reference (TOR)
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 SignatoryContact No:Signature over printed name

Name of Company/Firm

Company's Official Email Address (where notices will be sent)



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SECTION VI

Schedule of Requirements

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

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

IB No.	Description	Total ABC (Php) for the 1 st year	Delivery Site	PCMC Requirement DELIVERY PERIOD
IB-2023-019	One (1) Lot Janitorial and Other Utility Services (Multi-Year) for three (3) years	14,300,000.00	Materials	
IB-2023-020	One (1) Lot Comprehensive Termite and Pest Control of the grounds and building. Regular maintenance of the hospital building and grounds including rat and cat control, mosquitoes and flying insects (Multi- Year) for two (2) years	600,000.00	- Management Division (MMD), G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Refer to the Terms of Reference (TOR)

CONFORME:

Authorized Signatory Signature over printed name Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)



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

SECTION VII

Technical Specifications

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building



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SECTION VIII

Checklist of Technical and Financial Documents

One (1) Lot Engineering Maintenance Services and One (1) Lot Comprehensive Termite and Pest Control of the grounds and building

Checklist of Technical and Financial Documents

The Bidder shall submit the following <u>TECHNICAL COMPONENT ENVELOPE</u> (ARRANGED, <u>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 Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR
 - Note: For the purpose of updating the Certificate of Registration and Membership, all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated. The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated (per GPPB Resolution No. 15-2021).

Technical Documents

- 2. 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*)
- 3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within two (2) years prior to bid opening (*use of Form No. DOBA-PCMC-SCF3a is required*).
- 4. Original copy of Bid Security (**Refer to BDS Clause 14.1**). 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
- 5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
- 6. Duly accomplished and signed Technical Specification using the form as provided for in Section VII
- 7. 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. (*Use of the Form provided is required*)

Financial Documents

8. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (*Use of Form No. DOBA–PCMC–NFF4 is required*)

<u>OR</u>

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

9. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*Use of Form No. DOBA-PCMC-JVF6 is required*).

<u>OR</u>

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)

- i. [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
- ii. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

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

II. FINANCIAL COMPONENT ENVELOPE

For BOTH IB-2023-019 and IB-2023-020:

1. Duly accomplished and signed Financial Bid Form

For IB-2023-019:

- 2. Duly accomplished and signed **Price Schedule** using the form as provided (**ATTACH Detailed Cost Breakdown as Annex A**)
 - **Note:** Bidder shall include in the original copy folder the issued **USB Flash Drive** containing the **FOLLOWING**:
 - a. Soft copy of their accomplished <u>Price Schedule with Annex A</u> (in <u>EXCEL</u> format)
 - b. **SCANNED copy** (in <u>**PDF**</u> Format) of <u>ALL</u> the required documents under Section VIII. Checklist of Technical and Financial Documents

For IB-2023-020:

- 2. Duly accomplished and signed Price Schedule using the form as provided
 - Note: Bidder shall include in the original copy folder the issued USB Flash Drive containing the FOLLOWING:
 - a. Soft copy of their accomplished <u>Price Schedule</u> (in <u>EXCEL</u> format)
 - b. **SCANNED copy** (in <u>PDF</u> Format) of <u>ALL</u> the required documents under Section VIII. Checklist of Technical and Financial Documents

CONFORME:

Authorize	d Sig	natory	
Signature	over	printed	name

Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)

PRICE SCHEDULE

PROCURING ENTITY: PHILIPPINE CHILDREN'S MEDICAL CENTER

NAME OF BIDDER:

NAME OF PROJECT : One (1) Lot Comprehensive Termite and Pest Control of the grounds and building. Regular maintenance of the hospital building and grounds including rat and cat control, mosquitoes and flying insects (Multi-Year) for two (2) years

INVITATION TO BID NO.

IB-2023-020

PCMC REQUIREMENT			B	IDDER'S OF	FER					
Item DescriptionABCBidder's Offer to Comply with the Requirements		Unit Price EXW	Cost of Local Labor, Raw Material and Component	TOTAL PRICE EXW	Unit Price Final Destination and Unit Price of Other Incidental Services	Sales and Other Taxes Payable per Item if Contract is Awarded	TOTAL PRICE DELIVERED FINAL DESTINATION			
1	Lot	One (1) Lot Comprehensive Termite and Pest Control of the grounds and building. Regular maintenance of the hospital building and grounds including rat and cat control, mosquitoes and flying insects (Multi-Year) for two (2) years	Php 600,000.00 for the 1st year							
AD]	DITIC	DNAL REQUIREMENTS	5:							
	> Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that			TERMS OF PA	YMENT (For disc	counts being offere	d, if there's any. O	therwise, state "N	ONE"):	
	period;									
> PCMC has the right to reject any or all bids without offering any reason, waive				Name an	d Signature of AII	THORIZED REPR	PESENTATIVE			
any	any required formality and award the contract to any bidder whose proposals as		whose proposals as	Name and Signature of AUTHORIZED REPRESENTATIVE BAC & END-USER'S SIGNATURE:						
evaluated by PCMC is the most advantageous to the government.										

PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon Avenue, Quezon City

SECTION VII. TECHNICAL SPECIFICATIONS

Invitation to Bid No. IB-2023-020

PCMC's REQUIREMENTS	BIDDER'S OFFER
Terms of Reference (TOR)	Attach Terms of Reference (TOR) with signature (conforme) on all pages

PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.

NAME OF COMPANY

SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

OFFICIAL EMAIL ADDRESS (for notifications to be sent) **TELEPHONE / FAX NO.**

ADDRESS

DESIGNATION

TERMS OF REFERENCE

I. PROJECT TITLE

Two (2) Year Contract for Pest and Termite Control Service including Rat and Cat/Dog Control of PCMC Grounds, Engineering, and Main Building.

II. PROJECT LOCATION

PCMC buildings 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) or its equivalent
- 3. Must have registered chemicals by the Food and Drug Administration of the Philippines (FDA)
- 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 Pest Control Association of the Philippines (PCAP) or its equivalent
 - i. Pesticide Handlers, at least high school graduate with 3 years experience as technician/worker of Regular/ General Pest Control Service
 - ii. Supervisor 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, second and third floor perimeter veranda (plant box)/exterior hallways and at the three atrium interior perimeter verandas 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 floor 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

1. 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.
 - i. 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 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
6 liters/mo	Alphacypermethrin/deltamethrin (odorless)	Crawling Pest/s
3 liters/mo	Permethrin/ Bifenthrin	Crawling and flying insects

2 Kilo	Countetralyl (Racumin)	Rats
1 liter/mo	Cypermethrin (for termite treatment)	Termites
3 tubes/mo	Emmamectin benzoate (Cockroach	Cockroaches
	Gel Bait)	
3 Tubes	Thiamethoxam (Ant Gel Bait)	Ants
3 Cans	Bosny Rat Glue (400ml)	Rats And Mice

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:

\triangleright	Client Evaluation	50%
۶	Punctuality on Schedule	30%
\geqslant	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/Bidder shall free PCMC from any and all such liabilities and claims arising there from.
- 4. The warranty for the General Pest Control Services shall be for the entire duration of this contact.

CONFORME:

Authorized Signatory Signature over printed name

Contact No:

Name of Company/Firm

Company's Official Email Address (where notices will be sent)