



Republic of the Philippines  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
Bids and Awards Committee

Quezon Avenue, Quezon City 1100  
924-6601 to 25 Website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [hiss@pcmc.gov.ph](mailto:hiss@pcmc.gov.ph)

## **SECTION V**

### ***Special Conditions of Contract***

**Supply and Delivery of Modular Work  
Station L-shape, two tone with glass panel**

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**IB-2019-125**

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## Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <b><i>Philippine Children's Medical Center</i></b>
1.1(i)	The Supplier is _____ <i>[to be inserted at the time of contract award].</i>
1.1(j)	The Funding Source is: The Government of the Philippines (GOP) through <b><i>PCMC GAA/COB CY2018 in the amount of Six Hundred Eighty-Six Thousand Four Hundred Pesos (Php 686,400.00)</i></b>
1.1(k)	The Project Site is <b><i>Philippine Children's Medical Center</i></b>
2.1	No further instructions
5.1	<p>The Procuring Entity's address for Notices is:</p> <p><b><i>Quezon Avenue corner Agham Road, Quezon City</i></b></p> <p><b><i>SHEILA ANN D. MASANGKAY, MD, MHSA Chairperson, BAC 924-0870 or 588-9900 local 361.</i></b></p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>Name of contact and Designation</i></p> <p>_____</p> <p><i>Fax and Telephone number</i></p> <p>_____</p> <p><i>Email Address</i></p>
6.2	<p><b>Delivery and Documents</b></p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) Original copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery</li> </ul> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or</p>

distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of at least 5 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case seven (7) working days of placing the order subject to availability of stocks.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

	<p><b>Patent Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Payment shall be made in <i>Philippine Pesos</i> .
10.5	Payment using Letter of Credit (LC) is not allowed
11.3	The terms of payment shall be as follows : Thirty to Forty-Five (30 – 45) calendar days from submission of complete documentary requirements
13.4(c)	No further instructions
16.1	<p>The inspections and tests that will be conducted are:</p> <p>1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</p>
17.3	<p>The obligation for the warranty shall be covered by retention money in an amount equivalent to five percent (5%) of the Contract Price deductible to final payment.</p> <p>The said amounts shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p>
17.4	The period for correction of defects in the warranty period is within seven (7) working days.
21.1	No additional provision.

**CONFORME:**

\_\_\_\_\_  
 Authorized Signatory  
 Signature over printed name

\_\_\_\_\_  
 Name of Company/Firm



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## **SECTION III**

# ***Bid Data Sheet***

**Supply and Delivery of Modular Work Station  
L-shape, two tone with glass panel**

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**IB-2019-125**

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## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is  <i>PHILIPPINE CHILDREN'S MEDICAL CENTER (PCMC)</i>
1.2	The name of the contract is: <i>Supply and Delivery of Modular Work Station L-shape, two tone with glass panel</i>  The Identification number of the contract is: <i>Invitation to Bid No. IB 2019-125</i>  The lot(s) and reference is/are: <i>Supply and Delivery of Modular Work Station L-shape, two tone with glass panel</i>
2.	The Funding Source is:  The Government of the Philippines (GOP) through <i>PCMC GAA/COB CY 2018</i> in the amount of <i>Six Hundred Eighty-Six Thousand Four Hundred Pesos (Php 686,400.00)</i>  The name of the Project is:  <i>Supply and Delivery of Modular Work Station L-shape, two tone with glass panel</i>  The Philippine Children's Medical Center reserves the right to reject bids, declare failure of bidding or not to award the contract without incurring any liability in accordance to Section 41 of the RA 9184 and its IRR. <i>(e.g. if the funds allotments for the said project have been withheld or reduced through no fault of its own)</i>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders may participate in this Project in view of the following circumstance(s):  (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate; (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines; (c) When the Goods sought to be procured are not available from local suppliers; or (d) When there is a need to prevent situations that defeat competition or restrain trade.
5.4	For the procurement of Non-expendable Supplies and Services: The Bidder must have completed, within the period specified in ITB Clause 12.1 a.iii, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.  <b>For this purpose, Similar contract shall refer to <i>Contract for Supply and Delivery of Office Furniture</i></b>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	The Procuring Entity will hold a pre-bid conference for this Project on: <i>Refer to Invitation to Bid</i>
10.1	Requests for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity

	<p>concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:  <b>Quezon Avenue corner Agham Road, Quezon City</b></p> <p><b>BAC Secretariat</b>  <b>924-0870 or 588-9900 local 361</b></p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p><i>Address</i></p> <p>_____</p> <p><i>Name of Contract and Designation</i></p> <p>_____</p> <p><i>Fax and telephone number</i></p> <p>_____</p> <p><i>Email Address</i></p>
12.1 (a)	<p>The Bidder shall submit the following <b><u>ELIGIBILITY AND TECHNICAL DOCUMENTS ARRANGED, NUMBERED AND TABBED</u></b> as enumerated below:</p> <p><b>(a) Eligibility Documents</b></p> <p><b><u>Class "A" Documents:</u></b></p> <ol style="list-style-type: none"> <li>1. Registration Certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.</li> <li>2. 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.</li> </ol> <p>In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of this IRR.</p> <ol style="list-style-type: none"> <li>3. Valid Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>a. <i>Bidders may still submit the Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR; or</i></li> <li>b. <i>If already registered in the PhilGEPS under Platinum category, the Certificate of Registration and Membership and its Annex A in lieu of the uploaded file of Class "A" Eligibility Documents; or</i></li> <li>c. <i>A combination thereof in case any of the earlier uploaded Class "A" Eligibility Documents has been expired.</i></li> </ol> <p><i>In the event the bidder opted to submit only the Class "A" Eligibility 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)</i></p>



4. 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)*
5. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Refer to ITB Clause 5.4) within two (2) years prior to bid opening *(use of Form No. DOBA-PCMC-SCF3a is required)*.
6. 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.
7. 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**

8. 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.

#### **(b) Technical Documents**

9. Bid Security in the prescribed form, amount and validity period
10. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI
11. Duly accomplished and signed Technical Specification (in Excel format) using the form as provided for in Section VII and soft copy in CD/RW containing the exact copy
12. Omnibus Sworn Statement *(Use of the Form provided is required)*
13. 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. vehicle/supplies) of project being bided.



12.1 (a) (ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <b>two (2) years</b> prior to the submission and receipt of bids.
13.1 (b)	No further instructions.
13.1 (c)	The <b>FINANCIAL COMPONENT (ARRANGED, NUMBERED AND TABBED)</b> of the bid shall contain the following: <ol style="list-style-type: none"> <li>1. Duly accomplished and signed Bid Form</li> <li>2. Duly accomplished and signed Price schedule</li> <li>3. Duly Notarized Certificate of Undertaking</li> <li>4. Signed Conforme on Bid Data Sheet</li> <li>5. Signed Conforme on Special Conditions of the Contract.</li> <li>6. Certification for Assurance of Stocks Availability [use of Form No. DOBA-PCMC-CAF10 is required]</li> </ol>
13.2	<i>The ABC is Six Hundred Eighty-Six Thousand Four Hundred Pesos (Php 686,400.00).</i>  Any bid with a financial component exceeding this amount shall not be accepted.
15.4 (a) (iv)	No incidental services required
15.4 (b)(i)	Not applicable
15.4 (b)(ii)	No incidental services required
16.1 (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable
17.1	Bids will be valid until <b>One Hundred Twenty (120) calendar days</b> from the submission and opening of bids
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>1. The amount of not less than <b>two percent (2%) of the ABC of the item(s) joined</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>five percent (5%) of the ABC of the item(s) joined</b>, if bid security is in Surety Bond.</li> </ol> <p><b>REFUND &amp; FORFEITURE OF BID SECURITY :</b></p> <ol style="list-style-type: none"> <li>1. Bid Securities can be refunded only after the winning bidder has signed the contract and /or paid the Performance Security.</li> <li>2. In case of forfeiture of bid security posted other than cash for reasons cited on RA 9184, PCMC has the option to deduct such amount to any outstanding claims/receivables due to the bidder/supplier.</li> </ol>
18.2	The bid security shall be valid until <b>One Hundred Twenty (120) calendar days from opening of bids.</b>

20.3	<p><b>Use of indelible ink color blue shall be used by the authorized signatory in signing the required forms.</b></p> <p>The <b>First (1<sup>st</sup>) Envelope</b>, shall contain the following:</p> <ul style="list-style-type: none"> <li>➤ <u>Eligibility Documents</u> accomplished in two (2) sets, <b>each set filed in a folder</b></li> <li>➤ <u>Technical Documents</u> accomplished in two (2) sets, <b>each set filed in a folder</b></li> </ul> <p>The <b>Second (2<sup>nd</sup>) Envelope</b> shall contain the Financial Component accomplished in four (4) sets, <b>each set filed in a folder</b></p> <p style="text-align: center;"><b>All copies should be certified as true copy</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><b>COLOR CODING OF FOLDERS/ENVELOPES</b></td> <td style="text-align: center;"><b>BLUE</b></td> </tr> </table> <p><b>LABEL ON THE ENVELOPE/S:</b>  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</p> <p><b>IDENTIFY THE ENVELOPES:</b>  as: Eligibility/Technical Requirements (original and copy 1)  &gt; Financial Component Requirement (original, copy1, copy 2 and copy 3)</p>	<b>COLOR CODING OF FOLDERS/ENVELOPES</b>	<b>BLUE</b>
<b>COLOR CODING OF FOLDERS/ENVELOPES</b>	<b>BLUE</b>		
21	<p>The address for submission of bids is</p> <p><b>Guard On-Duty  Executive Offices  2<sup>nd</sup> Floor, Philippine Children’s Medical Center  Quezon Avenue corner Agham Road, Quezon City</b></p> <p>The deadline for submission of bids is : <i>Refer to Invitation to Bid/ Bid Bulletin</i></p>		
24.1	<p>The place of bid opening: <i>Refer to Invitation to Bid/ Bid Bulletin</i></p> <p>The date and time of bid opening: <i>Refer to Invitation to Bid/ Bid Bulletin</i></p>		
24.2	No further instructions.		
24.3	No further instructions.		
27.1	No further instructions.		
28.3 (a)	<p>Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>		
28.4	No further instructions.		
29.2	<p>The <b>Lowest Calculated Bidder</b> shall submit the following documentary requirements within a non-extendible period of <b>five (5) calendar days</b> from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> <li>1. Valid and current Certificate of PhilGEPS Registration</li> <li>2. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three months.</li> </ol> <p>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.</p>		

32.4 (f)	No additional requirement
33.1	To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a <b>maximum period of five (5) calendar days</b> from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

**CONFORME:**

\_\_\_\_\_  
 Authorized Signatory  
 Signature over printed name

\_\_\_\_\_  
 Name of Company/Firm



Republic of the Philippines  
DEPARTMENT OF HEALTH  
PHILIPPINE CHILDREN'S MEDICAL CENTER  
Bids and Awards Committee  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [bac@pcmc.gov.ph](mailto:bac@pcmc.gov.ph)  
Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

## SECTION VI

# *Schedule of Requirements*

**Supply and Delivery of Modular Work  
Station L-shape, two tone with glass panel**

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**IB-2019-125**

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

Qty	Unit	Item Description
24	unit	Modular Work Station L-shape, two tone with glass panel

Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's DELIVERY SCHEDULE <i>(specify number of calendar days)</i>
Property & Supply Section, G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Within 30 calendar days from receipt of DELIVERY ORDER SLIP	

- The supplier should deliver the goods called for in the Purchase Order (PO) within the Delivery Period, as offered, upon receipt of approved Purchase Order (PO) through faxed or personally received during office hours at the Procurement Section.
- All goods delivered pursuant to the Purchase Order (PO) shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE OVER PRINTED NAME

\_\_\_\_\_  
TELEPHONE / FAX

PHILIPPINE CHILDREN'S MEDICAL CENTER  
Quezon Avenue, Quezon City

**TECHNICAL SPECIFICATIONS**

PCMC REQUIREMENT			BIDDER'S OFFER TO COMPLY WITH THE REQUIREMENTS
QTY	UNIT	Item Description	
24	unit	<b>Modular Work Station L-shape, two tone with glass panel</b>	
		<b>A. Specifications:</b>	
		1 Cubicle/Workstation made of assembled panel design ergonomically using less maintenance materials and requires built-in wiring connectivity installation.	
		2 Aluminum tile top	
		3 Panel partition with two-tone fabric	
		4 With glass panel	
		5 Panel thickness: 6 cm	
		6 Panel height: 120cm	
		7 Partition table top: 1200x600x740	
		8 Main table (WxDxH): 120 cm x 60 cm x 75 cm	
		9 Side Table (WxDxH): 80 cm x 45 cm x 75 cm	
		<b>B. Accessories per unit</b>	
		1 Three (3) layer Mobile drawer with lock, file partition and organizer	
		<b>C. Warranty:</b>	
		➤ With at least two (2) years warranty on parts, accessories and services	

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.

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<b>NAME OF COMPANY</b>	<b>ADDRESS</b>
<b>SIGNATURE OVER PRINTED NAME</b>	<b>TELEPHONE / FAX NO.</b>



# PRICE SCHEDULE

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

NAME OF BIDDER :

INVITATION TO BID NO. : **IB-2019-125**

1	2	3	4	5	6	7	8	9
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 8)
24	Supply and Delivery of Modular Work Station L- units shape, two tone with glass panel							
	ABC = Php 28,600.00 per unit							
	Total ABC = Php 686,400.00							
<ul style="list-style-type: none"> <li>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 period;</li> <li>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.</li> </ul>					<p><b>TERMS OF PAYMENT</b> (For discounts being offered, if there's any. Otherwise, state "NONE"):</p> <p>_____</p> <p><b>NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE</b></p>			